RIVERSIDE COUNTY TRANSPORTATION COMMISSION

MEETING AGENDA

TIME/DATE: **9:30 a.m. / Wednesday, December 10, 2025**

LOCATION: **BOARD ROOM**
County of Riverside Administrative Center
4080 Lemon Street, First Floor, Riverside 92501

:

COMMISSIONERS

Chair – Karen Spiegel
Vice Chair – Raymond Gregory
Second Vice Chair – Jeremy Smith

Jose Medina, County of Riverside, District 1
Karen Spiegel, County of Riverside, District 2
Chuck Washington, County of Riverside, District 3
V. Manuel Perez, County of Riverside, District 4
Yxstian Gutierrez, County of Riverside, District 5
Sheri Flynn / Cynthia Barrington, City of Banning
Lloyd White / 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 / To Be Appointed, City of Cathedral City
Denise Delgado / To Be Appointed, City of Coachella
Wes Speake / Jim Steiner, City of Corona
Scott Matas / Dirk Voss, City of Desert Hot Springs
Clint Lorimore / Todd Rigby, City of Eastvale
Linda Krupa / Joe Males, City of Hemet
Toper Taylor / Dana Reed, City of Indian Wells
Waymond Fermon / Oscar Ortiz, City of Indio
Brian Berkson / Armando Carmona, City of Jurupa Valley
Kathleen Fitzpatrick / Deborah McGarrey, City of La Quinta
Bob Magee / To Be Appointed, City of Lake Elsinore
Bob Karwin / Dean Deines, City of Menifee
Ulises Cabrera / Edward Delgado, City of Moreno Valley
Cindy Warren / Lisa DeForest, City of Murrieta
Fia Sullivan / Kevin Bash, City of Norco
Jan Harnik / To Be Appointed, City of Palm Desert
David Ready / Grace Garner, City of Palm Springs
Michael M. Vargas / Elizabeth Vallejo, City of Perris
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, December 10, 2025

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 December 9, 2025, and your comments will be made part of the official record of proceedings.

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

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

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

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

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

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

6A. APPROVAL OF MINUTES – NOVEMBER 12, 2025

Page 1

6B. QUARTERLY FINANCIAL STATEMENTS

Page 23

Overview

This item is for the Commission to:

1) Receive and file the Quarterly Financial Statements for the three months ended September 30, 2025.

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

Page 33

Overview

This item is for the Commission to:

1) Receive and file the Quarterly Report of Contract Change Orders for Construction Contracts for the three months ended September 30, 2025.

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 October 31, 2025.

6E. ANNUAL INVESTMENT POLICY

Page 38

Overview

This item is for the Commission to:

1) Approve the revised annual Investment Policy (the Policy); and
2) Adopt Resolution No. 25-010, *"Resolution of the Riverside County Transportation Commission Regarding the Revised Investment Policy"*.

6F. STATE AND FEDERAL LEGISLATIVE UPDATE

Page 67

Overview

This item is for the Commission to:

1) Adopt the Commission's 2026 State and Federal Legislative Platform; and
2) Receive and file a state and federal legislative update.

6G. APPROVAL TO ACQUIRE RIGHT OF WAY FOR THE STATE ROUTE 79 REALIGNMENT PROJECT (SEGMENT 1)

Page 89

Overview

This item is for the Commission to:

1) Authorize the acquisition of one property consisting of three parcels (Assessor's Parcel Numbers 432-180-002, 432-180-004 and 432-190-015) in the amount of $18,200,000 as a full acquisition for the State Route 79 Realignment Project in accordance with the Commission's Right of Way Policies and Procedures.

6H. MEAD VALLEY METROLINK STATION/MOBILITY HUB PROJECT - SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY COOPERATIVE AGREEMENT FOR PROJECT SUPPORT SERVICES

Page 92

Overview

This item is for the Commission to:

1) Approve Cooperative Agreement No. 25-33-115-00 to Southern California Regional Rail Authority (SCRRA) for project support services on the Mead Valley Metrolink Station/Mobility Hub Project in an amount of $578,220, plus a contingency amount of $171,780 for a total amount not to exceed $750,000;
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission;

3) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
4) Authorize the Executive Director to make changes between fund types within the total amount approved by the Commission to facilitate the most efficient use of funds.

6I. AMENDMENT NO. 2 TO THE AGREEMENT WITH COUNTY OF RIVERSIDE TO FUND THE PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT PHASE OF THE INTERSTATE 215/ETHANAC ROAD INTERCHANGE

Page 112

Overview

This item is for the Commission to:

1) Approve Amendment No. 2 to Agreement No. 16-31-102-00 with the County of Riverside (County) to utilize the remaining balance of $344,062 from the 2009 Measure A Western County New Corridors (MANC) Program funds from the original agreement for the Project Approval/Environmental Document (PA/ED) phase of the Interstate 215/Ethanac Road Interchange (Ethanac Interchange); and
2) Authorize the Executive Director, pursuant to legal counsel review, to execute the amendment on behalf of the Commission.

6J. PROJECT UPDATES REGARDING SETTLEMENT AGREEMENT CONTRIBUTIONS INVOLVING THE WORLD LOGISTICS CENTER FROM THE CITY OF MORENO VALLEY AND HIGHLAND FAIRVIEW FOR THE CENTER FOR ENVIRONMENTAL RESEARCH AND TECHNOLOGY AND THE COMMUNITY TRANSLATIONAL RESEARCH INSTITUTE

Page 122

Overview

This item is for the Commission to:

1) Receive and file a final report from the Center for Environmental Research and Technology (CERT) at the University of California, Riverside (UCR); and
2) Receive and file a final report from the Community Translational Research Institute (CTRI), a program of the Public Health Foundation Enterprises Inc., dba Heluna Health.

7. RESOLUTION CONSIDERING INTERSTATE 15 EXPRESS LANES PROJECT-SOUTHERN EXTENSION ENVIRONMENTAL IMPACT REPORT AND APPROVING THE INTERSTATE 15 EXPRESS LANES PROJECT SOUTHERN EXTENSION AS A RESPONSIBLE AGENCY

Page 183

Overview

This item is for the Commission to:

1) Adopt Resolution No. 25-011, *"Resolution of the Riverside County Transportation Commission (1) Considering the Final Impact Report for the I-15 Express Lanes Project Southern Extension; (2) Making Responsible Agency Findings Pursuant to the California Environmental Quality Act (CEQA) and State CEQA Guidelines Section 15096; (3) Adopting CEQA Findings of Fact Under State CEQA Guidelines Section 15091; (4) Adopting a Statement of Overriding Considerations Under State CEQA Guidelines Section 15093; (5) Adopting the Mitigation Monitoring and Reporting Program Under State CEQA Guidelines Section 15097; and (6) Approving the I-15 Express Lanes Project Southern Extension in the Limited Role as a Responsible Agency"*.

8. MID COUNTY PARKWAY RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT CONSTRUCTION AWARD AND OTHER PROJECT AGREEMENTS

Page 311

Overview

This item is for the Commission to:

1) Award Agreement No. 26-31-005-00 to Skanska USA Civil West California District Inc. (Skanska) to construct Mid County Parkway Ramona Expressway Construction Contract 3 (MCP3) in the amount of $107,382,285, plus a contingency amount of $12,885,875, for a total not to exceed amount of $120,268,160 and waive informalities and minor irregularities in the bid;
2) Approve the following Tribal Monitoring Agreement Amendments totaling $600,000:
    a) Agreement No. 19-31-104-02 with Cahuilla Band of Indians in the amount of $70,280;
    b) Agreement No. 19-31-105-02 with Gabrielino Tongva Nation in the amount of $47,650;
    c) Agreement No. 19-31-106-02 with Morongo Band of Mission in the amount of $87,080;
    d) Agreement No. 19-31-107-02 with Pechanga Band of Luiseno Indians in the amount of $60,580;
    e) Agreement No. 19-31-108-03 with Soboba Band of Luiseno Indians in the amount of $334,410;
3) Approve Cooperative Agreement No. 25-31-094-00, with the city of San Jacinto (City) for construction of the MCP3 project within City jurisdiction;

4) Approve Tri-Party Cooperative Agreement No. 26-31-001-00, with the Riverside County Transportation and Land Management Agency (County), city of San Jacinto, and the Commission for the pavement improvements east of MCP3 from Warren Road to Sanderson Avenue. This agreement will provide $8,000,000 to County, payable by the Commission for the pavement improvements;
5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the Agreements on behalf of the Commission;
6) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
7) Authorize the Executive Director to make changes between fund types within the total amount approved by the Commission to facilitate the most efficient use of funds.

9. CONSTRUCTION AGREEMENT AWARD TO AMES CONSTRUCTION, INC. FOR THE STATE ROUTE 60/POTRERO BOULEVARD INTERCHANGE PROJECT – PHASE II

Page 458

Overview

This item is for the Commission to:

1) Award Agreement No. 25-72-078-00 to Ames Construction, Inc. (Ames) as the lowest responsive, responsible bidder, for the construction of State Route 60/Potrero Boulevard Interchange Project – Phase II (Project) in the amount of $48,925,559, plus a contingency amount of $4,892,556, for a total amount not to exceed $53,818,115;
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the Agreement on behalf of the Commission;
3) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
4) Authorize the Executive Director to make changes between fund types within the total amount approved by the Commission to facilitate the most efficient use of funds.

10. PENNSYLVANIA AVENUE GRADE SEPARATION PROJECT COOPERATIVE AGREEMENT WITH THE CITY OF BEAUMONT AND AGREEMENT WITH HDR ENGINEERING, INC.

Page 523

Overview

This item is for the Commission to:

1) Approve Cooperative Agreement No. 26-72-025-00, with the city of Beaumont for the Pennsylvania Grade Separation Project in an amount not to exceed $14,000,000;
2) Authorize Commission staff to be the lead agency on behalf of the city of Beaumont, as stated in the terms of Cooperative Agreement No. 26-72-025-00;
3) Award Agreement No. 26-72-026-00 to HDR Engineering, Inc., for plans, specifications, & estimates (PS&E) for the Pennsylvania Grade Separation Project for a two-year term in the amount of $5,874,301, plus a contingency amount of $587,430, for a total amount not to exceed $6,461,731;

4) Approve an Appropriation Adjustment to the Fiscal Year 2025-26 Budget in the amount of $14,000,000 (revenue) and $6,461,731 (expenditure) for receipt of local funds contribution and project expenses respectively in accordance with the above-referenced project (Pennsylvania Grade Separation Project);
5) Authorize the Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission;
6) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
7) Authorize the Executive Director, pursuant to legal counsel review, to acquire required parcels for the Pennsylvania Grade Separation Project in accordance with the Commission's Right of Way Policies and Procedures Manual, and to execute utility agreements as needed.

11. ADOPT RESOLUTION NO. 25-009 RELATED TO PROCUREMENT POLICY MANUAL

Page 616

Overview

This item is for the Commission to:

1) Approve the revised Riverside County Transportation Commission (RCTC) and Western Riverside County Regional Conservation Authority (RCA) Procurement Policy Manual (PPM) for the procurement and contracting activities undertaken by the agencies, pursuant to legal counsel review as to conformance to state and federal law; and
2) Adopt Resolution No. 25-009, "*Resolution of the Riverside County Transportation Commission Regarding the Revised Procurement Policy Manual*".

12. ELECTION OF RIVERSIDE COUNTY TRANSPORTATION COMMISSION OFFICERS

Page 690

Overview

This item is for the Commission to:

1) Conduct an election of officers for 2026 – Chair, Vice Chair, and Second Vice Chair.

13. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

14. EXECUTIVE DIRECTOR REPORT

15. COMMISSIONER COMMENTS

Overview

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

16 CLOSED SESSION

16A. 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	432-180-002, 432-180-004 and 432-190-015	RCTC	Glen A Van Dam, et. al.

17. ADJOURNMENT

The next Commission meeting is scheduled to be held on **Wednesday, January 14, 2026.**

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

MEETING MINUTES

Wednesday, November 12, 2025

1. CALL TO ORDER

The Riverside County Transportation Commission was called to order by Chair Karen Spiegel at 9:30 a.m. in the Board Room at the County of Riverside Administrative Center, 4080 Lemon Street, First Floor, Riverside, California.

2. ROLL CALL

Commissioners/Alternates Present		**Commissioners Absent**
Brian Berkson*	Catalino Pining	Chuck Conder
Ulises Cabrera	David Ready	Denise Delgado
Joseph DeConinck	Jeremy Smith	Waymond Fermon
Steve Downs	Wes Speake	Yxstian Gutierrez
Kathleen Fitzpatrick	Karen Spiegel	Scott Matas
Sheri Flynn*	James Stewart	Jose Medina
Raymond Gregory	Fia Sullivan	Linda Molina
Jan Harnik	Toper Taylor	
Clint Lorimore*	Valerie Vandever	
Bob Karwin	Michael M. Vargas	
Linda Krupa	Cindy Warren	
Bob Magee	Chuck Washington	
Joseph Morabito	Lloyd White	
V. Manuel Perez*		

*Joined after the meeting was called to order.

3. PLEDGE OF ALLEGIANCE

Commissioner Chuck Washington led the Commission in a flag salute.

4. PUBLIC COMMENTS

There were no requests to speak from the public.

5. ADDITIONS / REVISIONS

There were no additions or revisions to the agenda.

6. CONSENT CALENDAR

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

6A. APPROVAL OF MINUTES – SEPTEMBER 10, 2025

6B. SINGLE SIGNATURE AUTHORITY REPORT

1) Receive and file the Single Signature Authority report for the first quarter ended September 30, 2025.

6C. QUARTERLY FINANCIAL STATEMENTS

1) Receive and file the Quarterly Financial Statements for the twelve months ended June 30, 2025.

6D. QUARTERLY SALES TAX ANALYSIS

1) Receive and file the sales tax analysis for Quarter 2, 2025 (Q2 2025).

6E. MONTHLY INVESTMENT REPORT

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

6F. MONTHLY INVESTMENT REPORT

1) Receive and file the Monthly Investment Report for the month ended September 30, 2025.

6G. QUARTERLY PUBLIC ENGAGEMENT METRICS REPORT, JULY – SEPTEMBER 2025

1) Receive and file the Quarterly Public Engagement Metrics Report for July through September 2025.

6H. CITIZENS AND SPECIALIZED TRANSIT ADVISORY COMMITTEE TRANSIT NEEDS PUBLIC HEARING UPDATE

1) Receive and file an update on the Citizens and Specialized Transit Advisory Committee (CSTAC) Transit Needs Public Hearing.

6I. PUBLIC TRANSIT – HUMAN SERVICES TRANSPORTATION COORDINATED PLAN 2025 UPDATE

1) Receive and file the Public Transit-Human Services Transportation Coordinated Plan (Coordinated Plan) 2025 Update.

6J. AGREEMENTS FOR ON-CALL RIGHT OF WAY SUPPORT SERVICES

1) Award the following agreements to provide on-call right of way support services for a three-year term in an amount not to exceed an aggregate value of $3,300,000;
   a) Agreement No. 25-31-092-00 with Bender Rosenthal, Inc.;
   b) Agreement No. 25-31-145-00 with Epic Land Solutions, Inc.;
   c) Agreement No. 25-31-146-00 with Monument ROW;
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements, on behalf of the Commission; and
3) Authorize the Executive Director, or designee, to execute task orders awarded to the contractors under the terms of the agreements.

6K. FEDERAL TRANSIT ADMINISTRATION TRIENNIAL REVIEW FISCAL YEAR 2025 RESULTS

1) Receive and file a report on the Federal Transit Administration (FTA) Fiscal Year 2025 Triennial Review.

6L. FISCAL YEAR 2023/24 TRANSPORTATION DEVELOPMENT ACT AND MEASURE A AUDIT RESULTS HIGHLIGHTS

1) Receive and file the Transportation Development Act (TDA) and Measure A audit results report for Fiscal Year (FY) 2023/24.

6M. AUDIT PLAN FOR THE COMMISSION'S FISCAL YEAR 2024/25 AUDIT

1) Receive and file a presentation on the audit plan related to the upcoming audit of the Commission's Fiscal Year 2024/25 financial statements and ensure communication between auditor and those in charge with governance (Audit Ad Hoc Committee) of the Commission.

6N. PROPOSED 2026 COMMISSION/COMMITTEE MEETING SCHEDULE

1) Adopt its 2026 Commission/Committee Meeting Schedule.

At this time, Commissioner Brian Berkson joined the meeting.

7. WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS PRESENTATION

Aaron Hake welcomed and introduced Chris Gray from Western Riverside Council of Governments (WRCOG) who will be sharing some analysis WRCOG has done on traffic in Riverside County. Chris Gray, WRCOG Deputy Executive Director, presented an update for the 10 Myths about travel, commuting, and jobs in Riverside County, highlighting the following:

- My background
  - ✓ WRCOG Deputy Executive Director
  - ✓ 30 years in transportation planning/engineering
  - ✓ Focus on modeling, long-range planning, traffic operations, corridor studies, General Plans
  - ✓ 20 years in consulting, 10 years at WRCOG
  - ✓ 20-year Riverside County resident
  - ✓ Oversee the WRCOG TUMF Program
- Data Sources
  - ✓ Census Data
    - Longitudinal Employer-Household Dynamics (LEHD)
    - Uses data from unemployment insurance data, Census of Employment and Wages, other census data
  - ✓ Replica/Streetlight
    - Aggregates data from cell phones, vehicle location data, and dozens of other sources
  - ✓ Compass IOT
    - Uses locational data from Vehicle manufacturers which is then resold to 3rd parties
    - Tracks individual vehicle locations, paths, telematics, etc
    - Collects data from Mercedes, BMW, Stellantis (Dodge, Ram, Chrysler, etc)

At this time, Commissioner Sheri Flynn joined the meeting.

Chris Gray continued to present the following areas:

- Does This Information Violate My Privacy?
  - ✓ All is obtained from either public sources or third-parties which purchase their data from other sources
  - ✓ In many cases, private users have either “opted into sharing their data” or not “opted out” if given the chance
  - ✓ Many express concerns about government stealing their data or spying on them, private agencies are doing it continually and profiting off your data
  - ✓ Here are some things regularly monitoring you
    - Phone

- TV
- Car navigation systems
- Computer
- Smart Home Devices
- Websites
- Services like Uber, Yelp, social media, etc.

- Key definitions
  - ✓ Employed Residents: Residents who are employed
  - ✓ Live and Work in Jurisdiction: Residents who work in the Jurisdiction they live in
  - ✓ Work and Live in Jurisdiction: Jobs held by Residents of the Jurisdiction
  - ✓ Home Based Work Trips: Trips from a resident's home to their work
  - ✓ Home Based Other Trips: Trips from a resident's home to a non-work related location (shopping, eating, school, medical, etc)
  - ✓ Non Home-Based Other Trips: Trips that do not have the driver's residence as either the origin or destination. Includes travel people make from other destinations and deliveries.
- What happens on a daily basis
- Trip type examples from the Gray Family in Riverside County

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

Chris Gray continued presenting the following:

- Myth #1: All of our congestion is caused by people who live in the region traveling to other counties
  - ✓ Only 13 percent of all total trips leave the WRCOG sub-region
  - ✓ 87 percent of all trips in the WRCOG sub-region stay within the sub-region
- Myth #2: Daily Trips Leaving the Sub-Region go to Los Angeles, Orange, and San Diego County
  - ✓ A graphic of the out of county trips in San Bernardino, Orange, Los Angeles, and Riverside Counties
- Myth #3: Most of our residents work and congestion is caused by commuting
  - ✓ Only 40 percent of all Riverside County residents are employed
    - +/- 5 percent unemployment (people are in the labor force but not employed)
    - +/- 55 percent labor force participation (people who are in the labor force and employed)
  - ✓ Therefore, 60 percent of all Riverside County residents do not work
    - Majority of those not working (40 percent of all County residents) are too old or too young to work
  - ✓ Remaining residents are or working age but are not working for a variety of reasons

- Early retirement
- Lifestyle choice
- Not able to work because of health-related issues, access to childcare, and other limitations

- Myth #4: All of our congestion is related to work travel
  - ✓ A graphic of the travel patterns by destination – San Diego, Los Angeles, Orange, San Bernardino Counties, and within WRCOG
- Myth #5: Our freeways leaving the County are congested because of work trips
  - ✓ State Route 91 at Riverside/Orange County Line – Trip Purpose Graphic
- Myth #6: Congestion in my area is a result of trips from neighboring jurisdictions and not my residents
  - ✓ A graphic of trips taking place internally
- Myth #7: Most people live and work in the same city
  - ✓ A graphic of residents who work and live in the same city
- Average percentage of People who Live and Work in the Same City by Region in 2002 and 2022
- Percentage of People who Live and Work in the Same County in 2002 and 2022

At this time, Commissioner Clint Lorimore joined the meeting.

Chris Gray continued presenting the following:

- Myth #8: Our region has too many people working in retail and service jobs and not enough people working in higher paying jobs
  - ✓ There are 3 employed residents for every 2 jobs
  - ✓ Even with the deficit, Riverside County imports worker to fill some of these jobs
- Riverside County Jobs vs. Employed Residents graphic
  - ✓ Aggregated industries jobs held by residents vs. jobs in Riverside County graphic
- Myth #9: Bringing more jobs to my city will reduce congestion
- City of Irvine example
- Myth #10: We should survey our residents to find out where they work and bring those businesses to the city
  - ✓ WRCOG extracted data from Compass IOT for a sample of trips traveling to/leaving Murrieta for a 2-month period
  - ✓ We were able to track many of these drivers close to their final destination
- What Can a City Do About It?

- ✓ Attracting companies from other regions is expensive and would produce limited benefit by subsidizing an office building

- Potential Regional Strategies
  - ✓ More housing to Orange County; this would allow people who currently commute there to move and reduce traffic congestion
- Challenges
  - ✓ High housing costs would price out younger/lower paid workers average rent is $3,072 in Orange County; average rent in Riverside County is $2,207
  - ✓ Pressure to own a home; average home in Riverside County is $612,403
  - ✓ Riverside County offers a nice lifestyle and diversity of housing options
- Home Ownership vs. Renting
  - ✓ Society has been telling people for decades they should be owning a home instead of renting (key component of or a person's self-worth)
  - ✓ People are moving to Riverside County because they cannot afford the home they want in LA, Orange, or San Diego counites (if they wanted to live in an apartment/townhome, they would)
  - ✓ The desire to own a home is one of the factors which influences people to leave California and move to other areas (Oregon, Texas, Utah, Arizona, Nevada, Colorado, etc.)
  - ✓ We risk losing people if we do not allow them that choice
- Potential Strategies
  - ✓ Encourage Rail Use, including the Riverside County Metrolink Service map
- Challenges
  - ✓ Limited number of rail lines
  - ✓ No Metrolink service to Southwestern Riverside County
  - ✓ Does not address non-work trips
  - ✓ Does not address business/delivery/goods movement
  - ✓ Not enough micro mobility options to get to and from stations to destination
- Key takeaways
  1. We should be reviewing our data, analyses, and assumptions to make sure we are leveraging all available tools
  2. There are no easy solutions to solve all our transportation issues
  3. We should prioritize strategies that address multiple trip types and destinations (ITS, micro-transit)
  4. We need to look at issues through a multi-disciplinary lens (transportation, land use, housing, economic development, demographics, social norms)

5. Continually evaluate our policies and actions against available data as we move forward

Commissioner Joesph Morabito appreciated the presentation and stated that Myth # 7 was about people working in the same city. He asked of those how many are home base versus they drive to a place in the same city.

Chris Gray replied that his understanding of this is from the data collected by the Census Bureau they asked where do you live and where do you work. If someone says they work at home then they are reported as a person living and working in the same city, so they would be incorporated in that 10 or 15 percent.

Commissioner Perez stated it is an all-encompassing issue, it is not just transportation. He asked Chris Gray about discussions on initiatives to try to bring about more funding and resources to build out further transportation efforts. He thinks it is necessary, however, that they show housing and making sure people are maybe living, working, and playing in the same location. He wondered about the pros and cons but likes where WRCOG is going with this and appreciates his presentation. He is trying to figure out what would be a good approach for the Commission to move forward in the future as they have to think about all of this. At the end of the day, they need funding.

Chris Gray replied they cannot tell people what to do, they can only give people options and there are many people who want to live in Riverside County and drive their cars to go somewhere. If they do not fund transportation to give them the facilities people need, they are going to either become incredibly frustrated or they are just going to leave. Where we as a state have an issueis losing people to other states, and the coastal regions are losing people. While Riverside County is growing, we are growing because people from Los Angeles, Orange, and San Diego Counties are moving to this county to live here, and they choose to do that because they are exercising their options. If you take the option away people are not going to be happy. He recommended doing everything interchanges, toll roads, ITS as all these arterial streets with the traffic signals are not coordinated in Western Riverside County, some people want to take transit or rail, some people want to live by a train station, and we should give them that option. People are now local if you do not give them that option they are going to leave and the last thing our state needs is more people leaving. Particularly people who have jobs, are educated, and contributing members of society, we want them to stay and to get them to stay you need to give them a transportation system that serves their needs and gives them as many options as possible. They also have noticed there are a lot of intermediate stops the most likelihood is that person was taking long distance trips and happened to stop at that diner on the way there, so that is happening as well. People are very creative in terms of how they make their trips where they stop and how many times they stop, but again to understand that they need access to the data and they need to understand the tools that can show that information.

Commissioner Wes Speake appreciated the presentation and stated that they are spot on with they need to do everything. The reason the city of Temecula has been successful in keeping people in their city to work is they had a very sustained long-term effort to bring business into the city and that was 20 plus years' worth of work. In the theme of doing everything is doing those things that meet the requirements or meet the needs of their own community. It still means building roads and doing expansions because those things are needed. It goes back to Southern California Association of Governments (SCAG) transportation study from four years ago where it said the biggest threat to economic development was congestion. He goes onto Interstate 15 south on the weekend, and it is congested for miles and people are not going to work they are trying to live. Unless they have all options available for people, then there is no solution to this, and it is just frustration. There are things they can do to solidify options for their own region's cities and continue to bring jobs and hopefully find a way to incentivize in their city. In the city of Corona they did a live work Corona pledge with businesses so it is communicating with people that live in the city of Corona and with businesses that are either opening or are expanding in the city of Corona and they highlight that along with the freeway is not going to get any better anytime soon so find that opportunity.

Chris Gray stated this is a problem everyone over the world is dealing with affordability, transportation, and all these issues. The way they will address it is by working together. He appreciates WRCOGs' partnership with RCTC, Riverside Transit Agency (RTA) and other regional agencies because this gives them the opportunity to leverage their resources with what they are best at. One of the things WRCOG is good at is looking through the small disciplinary lens and RCTC is good at delivering projects exceptionally well. By recognizing what they are good at and working together. Commissioner Speake is correct, he cannot make the city of Corona add jobs he can give the information needed to help them do that. The only way they are going to solve this issue fundamentally is to all work together, leverage all their skills, recognize what they are best at, take advantage of that, and work together as a partnership. That will help give them the best chance to address these issues as best they can.

Commissioner Bob Karwin thanked Chris Gray for the presentation and asked if he was aware if the state has this detailed data.

Chris Gray replied no.

Commissioner Karwin asked does the state know the results of this data.

Chris Gray replied he has shared this with them all, but he has not shared this with anyone outside of the region except for a member of Kate Sanchez's staff who saw one of his presentations and asked him to come share some of this with her. He shared this when asked but he has not proactively shared this information outside of this region.

Commissioner Karwin stated that he is on the Commission and WRCOG and the combined efforts. Every effort by the state seems to be building more housing in their area because of the crisis and do not expand the roadways because they are trying to disincentivize people from using them in order to push them to public transportation. This data shows that it is counterintuitive to solving the gridlock problem throughout municipalities and on the public roadways. He asked if there is any kind of suggestion Chris Gray can give the Commission for a lobbying effort to maybe change the policy on the state level. That way the Commission has the power to enact policies that really do work instead of disincentivizing people, just penalizing them for using the roadways which does not seem to be solving anything.

Chris Gray stated he would suggest asking that question to Aaron Hake as to how they can give him the information that he needs. WRCOG is happy to share this with anyone who is interested, and they are continually looking for ways to help advocate for the region. WRCOG is going to be working next year on a presentation called Stop Blaming Local Government for the Housing Shortage It Is Not Your Fault so WRCOG can give them that data information. Aaron Hake is the best person to talk to about who specifically to share this data with and how best to make their case. He believes where WRCOG can provide the most value is giving the Commission all the information they need to lobby those fish holes at statewide and regional levels to make their case.

Commissioner Karwin stated that would seem to be the next step is to take this and turn this into a lobbying platform to make their job more impactful. He does not know if there is a Southern California assembly elections caucus or something like that, they can present it to.

Aaron Hake replied absolutely, they have been dealing with this for many years it is in RCTC's Legislative Platform today it will be in the one that staff brings to the Commission for 2026 again. Additionally, there is a group of elected officials in the southwest part of the county that went to Sacramento this year to speak, and Chris Gray, he, and some others were part of that as well to raise this issue. The Secretary of Transportation Toks Omishakin has appointed him to a Sustainable Communities Task Force where they are looking into these policy issues and asking questions like did they get it right and is there something that needs to be done differently. He will be serving on that next year and providing their region's input there. He does intend to provide Chris Gray's presentation to them and ask if there is time for him to actually deliver it. These are people from Caltrans, their resources board, other state agencies, and other regions across the state. He stated if they go to the Legislature today and ask any committee staff or member of the administration what they know about Riverside's position is for capacity increasing projects and Vehicle Miles Traveled they will tell them that they have heard from him or RCTC's lobbyists and that they know. This is a huge policy issue where the rest of the state is not all on the same page and so they will be relentless and will provide information exactly like this that shows what the reality is for people who are affected by a terrible commute that is not being improved because of the state policy.

Chris Gray stated one of the challenges they are finding is this idea of jobs housing balance will solve congestion is not accurate however his profession has been advocating that for 30 years. He has also shared this with his peers who their first reaction is no, then maybe he has a point. That is another hurdle they have to overcome is this has become such an ingrained part of people's policy choices that the idea that it may not be true or his opinion is not true is an important one to share.

Commissioner Ulises Cabrera thanked Chris Gray for the presentation and stated it is important to assist the Commission in making data driven and educated policy decisions. He stated most of the data was really an overview of the County from a particular city who is traveling in or out of that city to other parts of the County. He asked if there is any data specific to city-to-city level.

Chris Gray stated that WRCOG has detailed travel surveys for each of the WRCOG member agencies. There is a Moreno Valley survey, it is an infographic, it shows the top destinations and top trip types for their city and where they are going. WRCOG shared this with their public works directors, planning directors, and city managers so their staff should have access to it. It is also on the WRCOG website, and he will provide Aaron Hake with the link that anyone in Western Riverside County can access that data. He apologized for not having corresponding data for Coachella Valley, but they are WRCOG and that is why.

Commissioner Cabrera stated that in their own cities there are more, especially with the younger crowd from college students all the way to elementary students the use of ebikes and scooters is increasing by the day. He asked if there is any data on that or in the future if there is a way to start tracking that. The way the trend seems to be going is only going to increase in terms of the use of scooters, ebikes, etc.

Chris Gray stated that WRCOG studied ebikes in the WRCOG region and did a presentation for public works directors and city managers on ebikes particularly legislation's best practices for safety. He knows what is happening, it is something going forward WRCOG will study. He emphasized that he hates the fact that planners do a study and never do it again. WRCOG is in their second iteration of their travel survey, two years from now he will redo it. One of the questions he will be asking their consultants and their staff is to let us dig into this ebike issue a little bit more. Vehicle affordability is going down cars are more expensive and younger people are more comfortable on an electric bike or scooter than walking or biking traditionally. He knows it is an issue as they move forward and do additional studies, they will be considering it.

Commissioner Cabrera thanked Chris Gray for that. He stated he looks forward to seeing that and arguably the most important part of it aside from addressing congestion and helping people get from one place to another is the safety component. They are seeing unfortunately more accidents happening where someone riding a scooter or ebike is getting hit by a vehicle so hopefully this will help address that moving forward as well.

Chair Spiegel stated that some of Chris Gray's statements were that people feel there are not enough jobs particularly in the areas and there is not enough housing. She asked if there is a correlation of people driving into Orange or Los Angeles County for the higher paying jobs and moving out to Riverside County for the lower cost of living.

Chris Gray replied not necessarily when they look at people who are leaving Riverside County they are going to all kinds of jobs because we have a deficit of retail jobs. There are all kinds of reasons he believes people are going for a lot of different types of jobs not just high pay professional jobs.

Chair Spiegel stated that to continue the conversation about capacity building and she knows that Aaron Hake was chosen to sit on the committee by the Secretary of Transportation. She was at Southern California Association of Governments (SCAG) yesterday and she shared a little bit of concern and got a lot of pushback with the Secretary of Transportation who was at SCAG. Pushing back on the lack of being able to have capacity and it was a public meeting where they pretty much said no. She really pushed back for Riverside County and the fact is that this is something that needs to be addressed. She does not understand the mentality that the dollars cannot be put there, and it is concerning as to why. For the Commission to build capacity they have to spend their own dollars, taxpayer dollars, tolls, and all other creative ways and yet their constituents are having a problem paying that. She thinks the message is not out there that the state is the one that is not allowing them to expand as they have not gotten capacity dollars in a long time. She asked Chris Gray what else they could do.

Chris Gray replied about six or seven years ago WRCOG brought down a group of staff people from what was at that time the Office of Planning and Research to talk about one of their grant programs. WRCOG took them around and the vast majority of them had never been in Riverside County so when they would say there is an apartment complex, this group had no idea there were apartments. The people working at the state are very well intentioned, but they also tend to have a very narrow point. He has lived in a lot of places, he has seen urban environments, he has seen everything. If the Commission were to bring people down and show them that: 1) this is a place people want to live, 2) we have a huge variety needing transit, rail, and bus, they need people driving, walking, and biking safely. If the Commission were to show them the diversity of the system and the region that could help. For WRCOG's experience for that one grant program that was incredibly helpful.

Aaron Hake thanked Chair Spiegel for speaking directly to the Secretary of Transportation. The more that each of the Commissioners does when they have the opportunity to tell the truth of their region to the leaders in Sacramento and even invite them down here.

Commissioner Jan Harnik thanked Chris Gray for the presentation and wanted to thank Commissioner Karwin for bringing this up and prompting this as this is excellent. She would also like to take them down to the Coachella Valley when one of their festivals

is being let out and have them look at Interstate 10, so it is a yes if they use every tool in the toolbox this could all work.

M/S/C to:

1) Receive and file a presentation from Chris Gray of Western Riverside Council of Governments (WRCOG), titled 10 Myths about Travel, Commuting, and Jobs in Riverside County.

8. STATE AND FEDERAL LEGISLATIVE UPDATE

Tyler Madary, Legislative Affairs Manager, provided an update on the state and federal legislative activities, highlighting the following:

- State update
  - ✓ SB 512 (Pérez)
  - ✓ Cap-and-Trade Extension
- State update: Cap-and-invest
  - ✓ AB 1207 (Irwin) and SB 840 (Limón)
  - ✓ Transit and Intercity Rail Capital Program (TIRCP)
    - Currently: 10 percent of GGRF revenues
    - Proposed: $400 million annually
  - ✓ Low Carbon Transit Operations Program (LCTOP)
    - Currently: 5 percent of GGRF revenues
    - Proposed: $200 million annually
- Federal update
  - ✓ The Government Shutdown
  - ✓ Postponed Advocacy Trip to Washington, D.C.

Commissioner Perez thanked Tyler Madary for the presentation. The Governor vetoed the bill, but he thought there was an example precedent that began a few years back that demonstrated that people could move forward with an initiative, and they were successful in implementing that and there was no obstacle. It was not a bill, but it was an effort that took place and asked what happened there if that is part of the analysis of the Governor or not.

Aaron Hake stated in the 2024 election Napa Valley Transportation Authority was the beneficiary of a citizen's initiative that was circulated by the citizens there it passed, and they are implementing that sales tax measure today in Napa County, so there is a precedent in the state of this working. He asked Steve DeBaun, Legal Counsel, to discuss the Commissions' authority on this.

Steve DeBaun stated that Aaron Hake is correct there is a case he is not sure if it is Napa or Merced but there is no challenge in that case there is precedent from the perspective

that it happened practical precedent but there is no legal authority. RCTC as an entity is not part of any decision by a local group to bring an initiative so RCTC itself does not have a legal opinion on whether or not an initiative can be brought by the public to fund a transportation tax administered by RCTC. To the degree that they looked at it they think that there is an argument that such an initiative could be brought but RCTC itself does not and cannot, because RCTC is a public entity, have a formal opinion on that.

Commissioner Perez clarified that he did not bring up RCTC at all, he is asking if this has already happened somewhere else.

Steve DeBaun replied that it did happen someplace else in the last election, and it was in Merced.

Commissioner Perez asked what the difference between that is and potentially the future. They know that ultimately one day they have to try to figure out other than writing grants how they are going to bring about dollars to this County they have to be creative. He understood that it has to be an initiative, it needs to be industry, it needs to be other people, and he did not bring up RCTC at all in this. He is wondering what the Governor's thinking on is this, what is the difference here, and why he did not pass this bill. Maybe there is an analysis on that and look at that and compare what that analysis, what happened back in the day.

M/S/C to:

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

9. PERRIS-SOUTH STATION AND LAYOVER EXPANSION PROJECT AWARD CONSTRUCTION AGREEMENT WITH GRANITE CONSTRUCTION COMPANY, APPROVE SHORT RANGE TRANSIT PLAN AMENDMENT

John Tarascio, Senior Capital Projects Manager, presented the Perris-South Station and Layover Expansion Project agreement award, highlighting the following:

- Project history
- Project overview including a project map
  - ✓ Background
    - Originally a part of 91/Perris Valley Line (PVL) scope but deleted due to funding constraints
    - Existing Perris-South Station Consists of:
      - Shortened Single Passenger Loading Platform
      - Layover Facility (3 Storage Tracks)
  - ✓ Project scope
    - Expansion of Existing Passenger Loading Platform to Full Length

- Construction of a Second passenger Loading Platform and Associated Track
- Added 4th Track at Layover Facility

- Project schedule
  - November 2025 – Award construction contract
  - Late 2025 – Issue Limited Notice to Proceed for Long Lead Items
  - Early 2026 – Start Construction
  - 2028 – Complete Construction
- Bid results
- Fiscal impact

Commissioner Michael Vargas stated that it was a great presentation. He then moved to approve staff recommendation.

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

1) **Award Agreement No. 26-33-012-00 to Granite Construction Company (Granite), as the lowest responsive, responsible bidder, for the construction of the Perris-South Station and Layover Expansion Project (Project) in the amount of $24,435,746, plus a contingency amount of $2,932,290, for a total amount not to exceed $27,368,036;**
2) **Approve an amendment to the Fiscal Year 2025/26 Short Range Transit Plan (SRTP) to include $2,351,836 of additional State Transit Assistance (STA) funds for the Project;**
3) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and**
4) **Authorize the Executive Director or designee to approve contingency work as may be required for the Project.**

10. AGREEMENT FOR NEXT GENERATION MOTORIST ASSISTANCE PROGRAM STUDY

Hanan Sawalha, Senior Management Analysis, presented the Motorist Aid Program Study services award, highlighting the following:

- Motorist Aid System background
  - RCTC is the designated Service Authority for Freeway Emergencies (SAFE) for Riverside County
  - Implements and manages motorist aid operations
    - ✓ Roadside Call Boxes
    - ✓ Freeway Service Patrol
    - ✓ 511 Traveler Information System
- Call Box Program decommissioning
- Next Generation Motorist Aid Study

  - Comprehensive assessment of Riverside County's Motorist Assistance Program (MAP)
  - Identify modern, reliable roadside assistance alternatives
    - ✓ Approximately 18 months
    - ✓ Develop a data-driven, technology-forward roadmap
- Scope of the study
- Procurement process
- ICF Resources, Inc.
  - Recommended for award based on strong qualifications and scope alignment
  - 50+ years in transportation planning, program evaluation, and ITS modernization
  - Project manager local to Coachella Valley
  - Team skilled in data analysis, equity planning, and emerging technologies
  - Proven results with NYSDOT, FHWA, and SCAG
  - Robust engagement plan integrating CHP, Caltrans, and key partners

Commissioner Cindy Warren stated the study is so incredibly important for this region. She asked when the first region takes a chance and spends the money, as she is aware that other regions are going to have to do this. Their programs are also going to be phasing out because there are no vendors to take care of the call boxes. She asked how does the Commission recoup some of their expenses when these regions want RCTC's analogies and their data.

Hanan Sawalha replied that they recently attended the CalSAFE meeting which is a statewide meeting for other state agencies as well as taking part in the 511 coalition meeting. This generated a lot of interest among the other agencies they are all interested in seeing what results RCTC comes up with. Also, the good thing about this study is that it is tailored for Riverside County this is for their infrastructure, roads, residents, and motorists. Staff are looking for solutions for their county specifically, but it may help people in other counties.

Vice Chair Raymond Gregory thanked staff for moving this forward and for the Commission hopefully approving this today. This was a pledge that was made when the call boxes were removed that the issue would not be ignored but that they would be looking for real solutions. He thanked everyone involved for bringing this forward and fulfilling the first step of that pledge.

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

1) Award Agreement No. 26-45-003-00 to ICF Resources, LLC for Next Generation Motorist Assistance Program Study services, for an eighteen-month term, in an amount not to exceed $249,889; and

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

11. 2026 STATE TRANSPORTATION IMPROVEMENT PROGRAM PROJECT RECOMMENDATIONS

Jillian Guizado, Planning and Programming Director, presented the 2026 State Transportation Improvement Program (STIP) project recommendations, highlighting the following areas:

- 2026 STIP
  - ✓ $1.1 billion statewide
  - ✓ FYs 2026/27 thru 2030/31
  - ✓ Available in FYs 2029/30 and 2030/31
  - ✓ Riverside County share = $32.7 million
  - ✓ Intracounty distribution based on Measure A taxable sales
- Intracounty Formula Distribution
- 2026 STIP Recommendations
- Next steps

Commissioner Lloyd White expressed gratitude to RCTC for putting this together but more importantly to Commissioner Flynn in their neighboring community of Banning for their support and the rest of the councils' support to move this funding from the I-10/Highland Springs project to the Pennsylvania Avenue Grade Separation project. He understands Pennsylvania Avenue is in Beaumont, but their reason is the completion of 2nd Street punching through to Pennsylvania Avenue is going to have a major impact on Highland Springs Avenue. This was a good move for both their communities.

Commissioner Speake stated he had heard this morning the Temescal Canyon Widening project got National Environmental Policy Act (NEPA) approval. He is not sure if that will change things as he does not know where they are with California Environmental Quality Act (CEQA) but that is great news. It will go from two lanes to four lanes it will be a great project not only for the region but for the people that live in that community. He liked the imaginative approach in how they can also make sure that their Southern Extension project, which will benefit a lot of them, will also progress.

Commissioner Steve Downs referred to staff recommendation no. 2 and stated CV Sync is the Coachella Valley Association of Governments (CVAG) signal synchronization program it is about $6 million which will go to finalizing synchronization in Rancho Mirage. Rancho Mirage for some years had not been part of CV Sync, and the reason is that they had begun their own signal synchronization program and secured funding for it before CVAG began their program. Earlier this year they decided it was in Rancho Mirage's best interest and CVAG's best interest to join. In fact, today CV Sync operation center is based

in Rancho Mirage's Public Works yard. He appreciates seeing this on the agenda and plans to vote yes on this.

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

1) **Approve 2024 State Transportation Improvement Program (STIP) reprogramming and 2026 STIP programming of $25,054,131 Western Riverside County and Palo Verde Valley target share funding capacity on Interstate 10/Highland Springs (I-10/Highland Springs), Temescal Canyon Road Widening (Temescal), Pennsylvania Avenue Grade Separation (Pennsylvania), and Interstate 15 Express Lanes Project Southern Extension (I-15 ELPSE), and submit to the California Transportation Commission (CTC);**
2) **Include 2026 STIP programming of $6,057,419 Coachella Valley target share funding capacity on CV Sync regional signal synchronization program for Phase IV in Rancho Mirage per recommendation by the Coachella Valley Association of Governments (CVAG) and submit to the CTC;**
3) **Include programming Planning, Programming, and Monitoring (PPM) funds (5 percent of STIP target share programming capacity) in the amount of $1,637,450 in Fiscal Years 2026/27 through 2030/31;**
4) **Submit the Riverside County 2026 STIP to the CTC by the statutory deadline of December 15, 2025;**
5) **Forward the Riverside County 2026 STIP project recommendations to the Southern California Association of Governments (SCAG) to conduct regional performance measures analysis as required by the CTC STIP guidelines;**
6) **Approve Agreement No. 07-71-028-06, Amendment No. 6 to Agreement No. 07-71-028-00, with the city of Blythe (Blythe) to trade 2026 STIP programming of $115,113 Palo Verde Valley target share funding capacity and 2024 Local Partnership Program (LPP) Formula programming of $41,462 with Measure A Western Riverside County Highway funds to facilitate delivery of local arterial projects for a revised total amount not to exceed $5,017,515; and**
7) **Authorize the Executive Director, pursuant to legal counsel review, to finalize and execute the amendment, on behalf of the Commission, upon CTC adoption of the 2026 STIP in March 2026.**

12. 2019-2029 WESTERN RIVERSIDE COUNTY HIGHWAY DELIVERY PLAN STATUS UPDATE

Erik Galloway, Project Delivery Director, presented the 2019-2029 Western Riverside County Highway Delivery Plan status update, highlighting the following:

- History
  - ✓ May 8, 2002 – Measure A Ordinance executed
  - ✓ November 5, 2002 –Voters Approved Measure A
  - ✓ December 2009 – 2009-2019 Delivery Plan Adopted
  - ✓ January 2010 – 2009-2019 Delivery Plan Modified
  - ✓ January 2019 – Start Development of 2019-2029 Delivery Plan
  - ✓ July 2019 – 2019-2029 Delivery Plan Adopted
  - ✓ November 2025 – 2019-2029 Delivery Plan Status Update
- Measure A Projects – Ordinance No. 02-001
- 2019-2029 Delivery Plan
  - ✓ The 2019-2029 Delivery Plan Listed project in the following categories:
    - Group 1 – Fully Funded: Part of the 2019-2029 Delivery Plan
    - Group 2 – Partial Funding Likely Available: Part of the 2019-2029 Delivery Plan
    - Group 3 – Partner Agency Projects: Assist with Funding in 2019-2029
    - Group 4 – Not Part of the 2019-2029 Delivery Plan: RCTC Projects
    - Group 5 – Not Part of the 2019-2029 Delivery Plan: Partner Agency Projects
- 2019-2029 Delivery Plan – Project List
- 2019-2029 Delivery Plan – Project List Group 1
  - ✓ 10-Year Western Riverside County Highway Delivery Plan 2019-2029 RCTC Sponsored Group 1 and Group 2 Projects
- 2019-2029 Delivery Plan – Project List Group 2
  - ✓ 10-Year Western Riverside County Highway Delivery Plan 2019-2029 RCTC Sponsored Group 1 and Group 2 Projects
- 2019-2029 Delivery Plan – Project List Group 3
  - ✓ 10-Year Western Riverside County Highway Delivery Plan 2019-2029 RCTC Sponsored Group 1 and Group 2 Projects
- 2019-2029 Delivery Plan – Project List Group 4
  - ✓ 10-Year Western Riverside County Highway Delivery Plan 2019-2029 RCTC Sponsored Group 1 and Group 2 Projects
- 2019-2029 Delivery Plan – Project List Group 5
  - ✓ 10-Year Western Riverside County Highway Delivery Plan 2019-2029 RCTC Sponsored Group 1 and Group 2 Projects
- 2019-2029 Delivery Plan - Changes
  - ✓ September 11, 2019 - Commission Meeting
    - Postponed project study report for Next Generation Toll projects
  - ✓ May 12, 2021 - Commission Meeting
    - Awarded design agreement to commence the Smart Freeway pilot project
  - ✓ May 11, 2022 - Commission Meeting

- Adopted decision to defer the design and construction of Mid County Parkway Package 2

✓ September 14, 2022 - Commission Meeting
- Approved award of the design agreement for the Mid County Parkway Package 3

✓ January 26, 2024 - Commission Workshop
- Adopted the proposed segments for the SR-79 project and proceeded with the project as a County facility and not as a state highway

✓ September 10, 2025 - Commission Meeting
- Approved award for a Next Generation Toll Feasibility Study 2.0

- 2019 – 2029 Delivery Plan 2.0 – Status Update for Group 1 through Group 5
- 2019 – 2029 Delivery Plan 2.0 – Status Update
  - ✓ Project List Group 1
  - ✓ Project List Group 2
  - ✓ Project List Group 3
  - ✓ Project List Group 4
  - ✓ Project List Group 5
- 2019 – 2029 Delivery Plan 2.0 – Status Update graphics for the following:
  - ✓ Group 1 – Fully Funded: Part of the 2019-2029 Delivery Plan 2019 – 2029 Delivery Plan - October 2025 Status
  - ✓ Group 2 – Partially Funded. Likely Available - Part of the 2019 – 2029 Delivery Plan - October 2025 Status
  - ✓ Group 3 – Partner Agency Projects: Assist with Funding in 2019 – 2029 - October 2025 Status
  - ✓ Group 4 – Not Part of 2019- 2029 Delivery Plan: RCTC Projects – October 2025 Status
  - ✓ Group 5 – Not Part of 2019- 2029 Delivery Plan: RCTC Projects – October 2025 Status
  - ✓ 2019-2029 Delivery Plan October 2025 Status All Groups Combined
- Plan forward
  - ✓ Financial and project cost analysis
    - Forecast Measure A revenue through expiration of the measure (2039)
    - Forecast debt service and existing financial commitments from Western County Highway account
    - Estimate costs of remaining Western County Highway projects
  - ✓ Assess current 2019-2029 Measure A Western County Highway Delivery Plan
    - Adjust current delivery plan to meet realistic funding and schedule expectations by 2029
  - ✓ Begin development of 2039 Measure A Western County Highway Delivery Plan

- Identify priorities for remaining Measure A Western County Highway projects
- Determine what can reasonably be delivered before Measure A expires
- Organize RCTC resources to achieve 2039 priorities

✓ Concurrent review of Measure A Western County Public Transportation funding

Aaron Hake stated that staff brings this information to the Commissioners now as their self-accountability to the Commission and the voters who voted for Measure A. There are specific projects in that sales tax measure that this Commission is charged to deliver as was seen in the presentation. They are closer to the sunset of Measure A then they are to the start, 2039 seems like a long way away but it is not especially when they are talking about the life span of the transportation projects. The I-15 Southern Extension that they are still trying to get to construction was part of the original delivery plan for the start of Measure A. The Perris-South Station Project the Commissioners approved for construction today was part of the PVL that has now been open about a decade. They are still finishing projects that they started at the beginning of this measure, and it is important for them as a Commission to take stalk of what they have accomplished. They have delivered a tremendous amount of work, but they have a tremendous amount left and the decisions that this Commission makes in the next year or two will shape the last half of Measure A. It is a finite resource in terms of money and in terms of time and figuring out what is not in green on that list but what is in yellow, blue or in red that they are going to advance and those will be some critical decisions. This is step one in bringing to the Commission some transparency and some accountability to where they are at. He is very proud of what they have accomplished but they will certainly need this Commission's input on where they head from here. There will be more in the months ahead and especially at the Commissions' Annual Workshop.

M/S/C to:

1) Receive and file an update on the 2019-2029 Western Riverside County Highway Delivery Plan (10-Year Delivery Plan).

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

There were no items pulled from the Consent Calendar.

14. EXECUTIVE DIRECTOR'S REPORT

There were no reports from the Executive Director.

15. COMMISSIONER COMMENTS

15A. Commissioner Speake reported that he went to the Self-Help Counties Coalition's 2025 Focus on the Future Conference in San Francisco. He was more than impressed with Aaron Hake who sat on a panel at the beginning of the conference to set the tone for the people in the crowd who were industry people or other agencies. Aaron Hake really pointed out how well this Commission is good at getting projects done and will continue to get projects done as long as they have funding for it. He suggested that Aaron Hake should give that same speech to each of their city's councils.

15B. Commissioner Vargas announced November 20 starts off the Polar Express Ride at the Southern California Railway Museum and will run through December 31.

15C. Commissioner Warren thanked everybody who attended the Murrieta State of the City. She commended all their cities who have put on amazing informative state of the cities. It has helped their region understand each other and is grateful for all the information that has gone out in their region.

15D. Chair Spiegel commended cities as well that put on the Veterans' Programs yesterday as she was really impressed.

15E. Commissioner Berkson announced the Metrolink Holiday Express Train is coming to Riverside and there are five different station locations. Tickets are about $30, and it is a great way to ride the train and have a festive entertaining time doing it.

Commissioner Berkson also announced the Jurupa Valley State of the City is being held on November 13 at 6:00 p.m. at Patriot High School.

16. ADJOURNMENT

There being no further business for consideration by the Riverside County Transportation Commission, Chair Spiegel adjourned the meeting at 11:08 a.m. The next Commission meeting is scheduled to be held on Wednesday, December 10, 2025.

Respectfully submitted,

Lisa Mobley
Administrative Services Director/
Clerk of the Board

AGENDA ITEM 6B

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	December 10, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Jennifer Fuller, Deputy Director of Finance Sergio Vidal, Chief Financial Officer
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Quarterly Financial Statements

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file the Quarterly Financial Statements for the three months ended September 30, 2025.

BACKGROUND INFORMATION:

During the first three months of the fiscal year, staff monitored the revenues and expenditures of the Commission. The first quarter of the fiscal year is primarily directed toward completing fiscal year-end activities for the prior fiscal year along with the transactions between July 1st and September 30th. In the upcoming quarter, staff anticipates revenue and expenditure categories to present a more realistic outlook as more transactions take place.

The operating statement (Quarterly Budget to Actual) presents Measure A, Local Transportation Fund (LTF), State Transit Assistance, and State of Good Repair sales tax revenue for the quarter at seven percent of the budget. This is in line with the prior year. The California Department of Tax and Fee Administration collects Measure A and LTF funds and remits these funds to the Commission after the reporting period for the businesses. This creates a two-month lag in the receipt of revenues by the Commission. Accordingly, these financial statements reflect Measure A and LTF revenues related to collections only for July 2025. The State Transit Assistance revenues, including State of Good Repair for the first quarter, are expected to be received in the second quarter. Staff will continue to monitor the trends in the sales taxes and report to the Commission any necessary adjustments in revenue projections.

Federal, state, and local reimbursements are generally received on a reimbursement basis. The Commission will receive these revenues as eligible project costs are incurred and invoiced to the respective agencies. The negative revenue amounts for federal and state reimbursements reflect the reversal of FY 2024/25 accrued revenues at the beginning of FY 2025/26 in excess of amounts billed during the first quarter. Reimbursement invoices for expenditures for the first quarter will

be prepared and submitted during the second quarter. The local reimbursements relate to funding from the Western Riverside Council of Governments (WRCOG) for State Route 79 Realignment and from RCA.

The Commission estimated Transportation Uniform Mitigation Fee (TUMF) revenues at $30 million for fiscal year FY 2025/26. The Commission did not receive any TUMF payments from WRCOG in the first quarter. Staff expect to receive payments related to the first quarter during the second quarter.

The RCTC 91 Express Lanes and 15 Express Lanes toll revenues, penalties, and fees are at $25,553,252 and $13,707,011, respectively, totaling $39,260,262 for the first quarter of FY 2025/26. The operating statement shows toll revenues, penalties, and fees at 27 percent of the budget. This reflects periodic toll rate changes made based on traffic volumes according to the approved toll policy. Staff will continue to monitor the toll transactions and/or trips and non-toll revenues.

During the FY 2025/26 budget process, the Commission estimated investment income at $44 million. The operating statement (Quarterly Budget to Actual) shows investment income, which includes net unrealized investment gains and losses at approximately $2.7 million or about 6 percent of budget. RCTC did not receive the information for the first quarter's interest income earned from the Riverside County Treasurer's Pool Investment Fund until the second quarter.

The expenditure/expenses and other financing sources/uses categories are in line overall with the expectations with the following exceptions:

- Salaries and benefits are under budget primarily due to unfilled positions.
- Professional services are under budget primarily due to unused budget authority related to timing differences as for many services only one or two monthly invoices had been received and paid by September 30th;
- Support Costs are about 33 percent of budget. These costs primarily include Commission leases expenses including office space, maintenance and repairs for Commission owned stations, and insurance costs. Costs are elevated during the first quarter as yearly insurance amounts are paid as well as four months of rent on the space leased in the County Administrative Center.
- Program operations are under budget due to unused budget authority for rail station security, toll operations, motorist and commuter assistance program operations, and highway and rail program management;
- The status of significant Commission capital projects (engineering, construction, design-build, and right of way/land – expenditure categories) with budget amounts exceeding $5 million is discussed within Attachment 2;
- Operating and capital disbursements are made as claims are submitted to the Commission by transit operators;
- Local street and roads expenditures are related to Measure A sales tax revenues;

- Engineering, design build, right of way/land, and regional arterials are all negative reflecting the reversal of FY 2024/25 accrued expenditures at the beginning of FY 2025/26 more than amounts spent during the first quarter. As more invoices are paid, this expenditure line will be more aligned with budget expectations.
- Regional arterial expenditures represent activity for the highway and regional arterial program administered by the Coachella Valley Association of Governments (CVAG);
- Principal payments are made annually on June 1 for commissioned owned debt, while debt service interest payments are made semiannually on both December 1 and June 1. In accordance with the applicable accounting standards related to the RCTC 91 and 15 Express Lanes Enterprise funds record accrued and compounded interest on its related debt such as the RCTC 91 Express Lanes 2021 Toll Refunding Bonds and 2013 Toll Revenue Bonds, and Series B capital appreciation bonds for the 91 Project.
- Capital outlay expenditures are under budget due to unused budget authority for office improvements; property improvements for station rehabilitation; toll operations equipment; smart freeways equipment; and Commission network, hardware, and software improvements;
- Transfers in and out include the first quarter administrative cost allocation, Measure A Sales Tax Bonds funding, and LTF disbursements for planning and programming activities.

FISCAL IMPACT:

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

Attachments:
1) Quarterly Financial Statements – September 2025
2) Quarterly Project Status – September 2025

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY BUDGET TO ACTUAL
1st QUARTER
FOR 3 MONTHS ENDED 09/30/2025

	FY 2025/26 BUDGET	1st QUARTER ACTUALS	REMAINING BALANCE	PERCENT UTILIZATION
Revenues				
Sales tax	443,936,200	33,122,263	410,813,937	7%
Federal reimbursements	82,643,100	(5,915,041)	88,558,141	-7%
State reimbursements	116,380,100	(6,916,584)	123,296,684	-6%
Local reimbursements	88,560,000	9,266,487	79,293,513	10%
Transportation Uniform Mitigation Fee	30,000,000	-	30,000,000	0%
Tolls, penalties, and fees	147,857,700	39,260,262	108,597,438	27%
Other revenues	949,900	327,491	622,409	34%
Investment income	44,392,100	2,722,790	41,669,310	6%
Total revenues	954,719,100	71,867,668	882,851,432	8%
Expenditures/Expenses				
Salaries and benefits	20,963,400	3,656,592	17,306,808	17%
Professional and support				
Professional services	34,551,200	2,767,134	31,784,066	8%
Support costs	23,593,700	7,879,837	15,713,863	33%
Total Professional and support costs	58,144,900	10,646,971	47,497,929	18%
Projects and operations				
Program operations	53,696,310	8,540,301	45,156,009	16%
Engineering	68,595,700	(507,726)	69,103,426	-1%
Construction	298,385,670	10,983,925	287,401,745	4%
Design Build	16,519,100	(60,410)	16,579,510	0%
Right of way/land	65,366,500	(2,712,946)	68,079,446	-4%
Operating and capital disbursements	278,980,900	68,094,346	210,886,554	24%
Special studies	7,098,800	399,233	6,699,567	6%
Local streets and roads	78,891,900	6,431,544	72,460,356	8%
Regional arterials	60,000,000	(11,218,659)	71,218,659	-19%
Total projects and operations	927,534,880	79,949,609	847,585,271	9%
Debt service				
Principal	40,690,000	-	40,690,000	0%
Interest	56,231,200	6,350,526	49,880,674	11%
Total debt service	96,921,200	6,350,526	90,570,674	7%
Capital outlay	7,926,100	130,617	7,795,483	2%
Depreciation	-	-	-	N/A
Loss on sale of land	-	-	-	N/A
Total Expenditures/Expenses	1,111,490,480	100,734,315	1,010,756,165	9%
Excess revenues over (under) expenditures/expenses	(156,771,380)	(28,866,648)	(127,904,732)	18%
Other financing sources/(uses)				
Transfer in	298,363,700	25,139,297	273,224,403	8%
Transfer out	(298,363,700)	(25,139,297)	(273,224,403)	8%
Total financing sources/(uses)	-	-	-	N/A
Net change in fund balances	(156,771,380)	(28,866,648)	(127,904,732)	18%
Fund balance July 1, 2025	1,805,547,000	1,744,561,253	1,805,547,000	97%
Fund balance September 30, 2025	1,648,775,620	1,715,694,606	1,677,642,268	104%

Fund Balance (actual) at July 1, represents Governmental Activities (fund balance) amounts and Enterprise Cash and Restricted investments at 6/30/2025

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY
BUDGET TO ACTUAL BY FUND
1st QUARTER
FOR 3 MONTHS ENDED 09/30/2025

		SPECIAL REVENUE FUNDS												
			MEASURE A SALES TAX			TRANSPORTATION DEVELOPMENT ACT								
	GENERAL FUND	FSP/SAFE	WESTERN COUNTY	COACHELLA VALLEY	PALO VERDE VALLEY	LOCAL TRANSPORTATION FUND	STATE TRANSIT ASSISTANCE	STATE OF GOOD REPAIR	SB 125 - TIRCP	TRANSPORTATION UNIFORM MITIGATION FEE (TUMF)	COACHELLA VALLEY RAIL	OTHER AGENCY PROJECTS	REGIONAL CONSERVATION	SB132
Revenues														
Sales tax	$ -	$ -	$ 17,249,588	$ 3,946,774	$ 70,381	$ 11,855,521	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Federal reimbursements	(868,710)	-	(5,046,331)	-	-	-	-	-	-	-	-	-	-	-
State reimbursements	128,830	112,292	(7,157,706)	-	-	-	-	-	-	-	-	-	-	-
Local reimbursements	-	-	(191,925)	-	-	-	-	-	-	8,113,848	-	(22,568)	1,325,192	-
Transportation Uniform Mitigation F	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tolls, penalties, and fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other revenues	19	-	294,024	-	-	-	-	-	-	7,000	-	-	-	-
Investment income	50,479	-	544,307	75,831	-	-	151,662	-	-	151,662	-	-	-	-
Gain on sale of land	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total revenues	(689,382)	112,292	5,691,956	4,022,605	70,381	11,855,521	151,662	-	-	8,272,510	-	(22,568)	1,325,192	-
Expenditures/Expenses														
Salaries and benefits	1,539,587	30,857	647,126	-	-	-	-	-	6,323	95,904	28,643	12,823	652,959	-
Professional and support														
Professional services	738,089	3,637	230,242	1,665	-	-	3,333	-	-	40,793	6,640	-	824,620	-
Support costs	2,094,901	14,939	1,331,040	-	-	-	-	-	-	-	-	-	407,626	-
Total Professional and support costs	2,832,990	18,576	1,561,282	1,665	-	-	3,333	-	-	40,793	6,640	-	1,232,246	-
Projects and operations														
Program operations	-	683,442	1,951,017	-	-	-	-	-	11,377	55,921	20,221	8,221	8,494	-
Engineering	-	-	(1,528)	-	-	-	-	-	-	(536,289)	108	9,788	-	-
Construction	-	-	12,019,175	-	-	-	-	-	-	(61,303)	-	-	-	-
Design Build	-	-	(339,872)	-	-	-	-	-	-	-	-	-	-	-
Right of way/land	-	-	(2,839,738)	-	-	-	-	-	10,400	99,149	-	(29,893)	47,136	-
Operating and capital disbursement	1,216,142	-	675,992	1,750,000	-	69,873,876	(3,337,716)	(2,083,948)	-	-	-	-	-	-
Special studies	261,980	-	(1,397)	-	-	-	-	-	-	-	-	-	-	-
Local streets and roads	-	-	4,979,792	1,381,371	70,381	-	-	-	-	-	-	-	-	-
Regional arterials	-	-	-	(11,218,659)	-	-	-	-	-	-	-	-	-	-
Total projects and operations	1,478,122	683,442	16,443,440	(8,087,288)	70,381	69,873,876	(3,337,716)	(2,083,948)	21,777	(442,522)	20,329	(11,884)	55,630	-
Debt service														
Principal	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cost of issuance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payment to escrow agent	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total debt service	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital outlay	(198,413)	-	127,774	-	-	-	-	-	-	-	-	-	-	-
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Loss on sale of land	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures/Expenses	5,652,286	732,875	18,779,622	(8,085,623)	70,381	69,873,876	(3,334,383)	(2,083,948)	28,100	(305,825)	55,612	939	1,940,835	-
Excess revenues over (under) expenditures/e	(6,341,668)	(620,583)	(13,087,666)	12,108,228	-	(58,018,356)	3,486,045	2,083,948	(28,100)	8,578,335	(55,612)	(23,507)	(615,643)	-
Other financing sources/(uses)														
Transfer in	7,843,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer out	(496,400)	(84,500)	(18,612,397)	(149,900)	(5,200)	(4,514,900)	(200)	-	-	(99,900)	(22,400)	-	(611,500)	-
Total financing sources/(uses)	7,346,600	(84,500)	(18,612,397)	(149,900)	(5,200)	(4,514,900)	(200)	-	-	(99,900)	(22,400)	-	(611,500)	-
Net change in fund balances	1,004,932	(705,083)	(31,700,064)	11,958,328	(5,200)	(62,533,256)	3,485,845	2,083,948	(28,100)	8,478,435	(78,012)	(23,507)	(1,227,143)	-
Fund balance July 1, 2025	41,638,227	14,700,623	532,829,032	66,767,816	-	388,170,511	161,469,466	14,720,939	-	180,545,350	2,364,134	62,808	51,647	2,914,807
Fund balance September 30, 2025	$ 42,643,159	$ 13,995,541	$ 501,128,968	$ 78,726,144	$ (5,200)	$ 325,637,255	$ 164,955,311	$ 16,804,887	$ (28,100)	$ 189,023,785	$ 2,286,123	$ 39,301	$ (1,175,496)	$ 2,914,807

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	ENTERPRISE FUND		CAPITAL PROJECTS FUNDS			
	15 EXPRESS LANES	91 EXPRESS LANES	COMMERCIAL PAPER	SALES TAX BONDS	DEBT SERVICE	COMBINED TOTAL
Revenues						
Sales tax	$ -	$ -	$ -	$ -	$ -	$ 33,122,263
Federal reimbursements	-	-	-	-	-	(5,915,041)
State reimbursements	-	-	-	-	-	(6,916,584)
Local reimbursements	-	41,940	-	-	-	9,266,487
Transportation Uniform Mitigation F	-	-	-	-	-	-
Tolls, penalties, and fees	13,707,011	25,553,252	-	-	-	39,260,262
Other revenues	26,448	-	-	-	-	327,491
Investment income	-	1,494,910	143,239	21,318	89,382	2,722,790
Gain on sale of land	-	-	-	-	-	-
Total revenues	13,733,458	27,090,101	143,239	21,318	89,382	71,867,668
Expenditures/Expenses						
Salaries and benefits	259,288	383,083	-	-	-	3,656,592
Professional and support						
Professional services	316,355	601,760	-	-	-	2,767,134
Support costs	2,166,530	1,864,801	-	-	-	7,879,837
Total Professional and support costs	2,482,885	2,466,561	-	-	-	10,646,971
Projects and operations						
Program operations	1,750,341	4,051,267	-	-	-	8,540,301
Engineering	68,133	(47,938)	-	-	-	(507,726)
Construction	-	(973,947)	-	-	-	10,983,925
Design Build	265,565	13,897	-	-	-	(60,410)
Right of way/land	-	-	-	-	-	(2,712,946)
Operating and capital disbursement	-	-	-	-	-	68,094,346
Special studies	-	138,651	-	-	-	399,233
Local streets and roads	-	-	-	-	-	6,431,544
Regional arterials	-	-	-	-	-	(11,218,659)
Total projects and operations	2,084,039	3,181,930	-	-	-	79,949,609
Debt service						
Principal	-	-	-	-	-	-
Interest	-	6,350,526	-	-	-	6,350,526
Cost of issuance	-	-	-	-	-	-
Payment to escrow agent	-	-	-	-	-	-
Total debt service	-	6,350,526	-	-	-	6,350,526
Capital outlay	100,628	100,628	-	-	-	130,617
Depreciation	-	-	-	-	-	-
Loss on sale of land	-	-	-	-	-	-
Total Expenditures/Expenses	4,926,841	12,482,728	-	-	-	100,734,315
Excess revenues over (under) expenditures/e	8,806,618	14,607,373	143,239	21,318	89,382	(28,866,648)
Other financing sources/(uses)						
Transfer in	-	-	-	-	17,296,297	25,139,297
Transfer out	(229,600)	(312,400)	-	-	-	(25,139,297)
Total financing sources/(uses)	(229,600)	(312,400)	-	-	17,296,297	-
Net change in fund balances	8,577,018	14,294,973	143,239	21,318	17,385,679	(28,866,648)
Fund balance July 1, 2025	72,879,517	237,355,368	11,847,729	2,790,423	13,452,855	1,744,561,253
Fund balance September 30, 2025	$ 81,456,535	$ 251,650,341	$ 11,990,969	$ 2,811,741	$ 30,838,534	$ 1,715,694,606

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY PROJECT STATUS
1st QUARTER
FOR Three MONTHS ENDED 09/30/2025

Project Description	FY 2025/26 through 1st Quarter Revised Budget	Expenditures through 1st Quarter Actuals	Project Status
91 Express Lanes (P009103 & P009104) These projects provide pavement repair of SR-91 express lanes, the modification of the median barrier wall, the replacement of the active traffic management system, as well as the implementation of dynamic pricing, the occupancy detection system, and various miscellaneous software changes. ***The FY 2025/26 adopted budget amount is $7,362,800.***	$1,916,018	$54,350	The underrun of the FY 2025/26 budget in the first quarter is due to the following for each project: • Project 9103: The underrun is due to Preliminary Engineering and Construction for the remaining straight-line Q1 portion. The pavement rehab construction will be completed during the second quarter of FY 2025/2026 ($0.6 million). • Project 9104: The 91 Express Lanes dynamic pricing system was completed in the third quarter of FY 2024/25. The underrun in Construction ($1.9 million) was due to an unbilled accrual that was offset by the overrun in Toll Services ($0.7 million), that includes occupancy detection system, advanced traffic management system, and data warehouse.
Coachella Valley Rail – Tier II (P004203) This project proposes daily intercity passenger rail service between Los Angeles and the Coachella Valley, spanning approximately 144 miles with up to nine stations across Los Angeles, Orange, San Bernardino, and Riverside counties. With Tier 1 environmental clearance certified in July 2022, RCTC and Caltrans are pursuing funding for the Tier II/Project-Level environmental analysis. ***The FY2025/26 adopted budget amount is $10,711,700.***	$2,671,925	$52,306	The underrun of the FY 2025/26 budget in the first quarter is due to Preliminary Engineering ($2.5 million) that isn't scheduled to commence until the third quarter of FY2025/2026.
I-15 Express Lanes Southern Extension (P153044) The project will add express lanes between SR-74 and Cajalco Road. The estimated project cost is $544 million with the Project Approval and Environmental Document (PA/ED) phase of work funded by federal Congestion Mitigation and Air Quality (CMAQ) funds and Measure A. ***The FY2025/26 adopted budget amount is $16,989,800.***	$4,247,450	$669,787	The underrun of the FY 2025/26 budget in the first quarter is due to a PDB procurement delay to allow the draft environmental document to circulate for public comment resulting in a deferral of work for the project construction manager ($2.7 million), preliminary engineering ($0.3 million) of PA&E contract authority that was budgeted to respond to

Project Description	FY 2025/26 through 1st Quarter Revised Budget	Expenditures through 1st Quarter Actuals	Project Status
			potential DED challenges that were not received, and other professional services ($0.2 million)
Mid County Parkway (MCP) (P002302, P002317, P002320, P002324, & P002328) The environmental document for a new corridor from I-215 to SR-79 was approved in April 2015. The first design package is under construction. Construction of this new facility is scheduled for completion over multiple years as funding becomes available; the total project cost is estimated at $1.3 to $2.1 billion. ***The FY2025/26 budget amount is $77,303,700.***	$19,295,425	($856,125)	The underrun of the FY 2025/26 budget for the first quarter is primarily due to the following for each project: • MCP: The minimal underrun is due to ROW support services ($0.07 million). • MCP I-215/Placentia Interchange: The minimal underrun for this project was due to ROW support services ($0.02 million). • MCP Mitigation: The first year of plant establishment was completed during the beginning of the third quarter in FY 2020/21 and the underrun in the first quarter of FY 2025/26 was due to ROW support services ($ 0.5 million). • MCP2 and MCP3: The Commission approved the shift from MCP2 to MCP3 at the May 2022 Commission meeting. The underrun on MCP2 was due to ROW acquisition/support services ($1.5 million) and the underrun on MCP3 was due to construction ($15.4 million) and construction management/support ($1.4 million) that isn't scheduled to start until the third quarter of FY2025/26.
71/91 Connector Project (P003021) The project includes ROW acquisition, utility relocation, and environmental revalidation work for improvements to the 71/91 connector. The estimated project cost is $118 million. ***The FY2025/26 adopted budget amount is $9,539,700.***	$2,384,925	$2,031,080	The minimal underrun of the FY 2025/26 budget for the first quarter is due to final design ($0.3 million).

Project Description	FY 2025/26 through 1st Quarter Revised Budget	Expenditures through 1st Quarter Actuals	Project Status
SR-79 Project (P003003, P005127, P005146, P005147, and P005148) The project includes the preliminary engineering environmental document, which was approved in October 2016, ROW activities for the mitigation of the project, and Segment 3 design of a new county expressway (approximately 2.7 miles), including ROW acquisition. ***The FY 2025/26 adopted budget amount is $44,383,600.***	$ 11,093,125	$293,897	The underrun of the FY2025/26 budget in the first quarter is primarily due to the following for each project: • SR-79 Realignment Study: The underrun was due to special studies ($0.2 million). • SR-79 Realignment ROW: The minimal overrun was due to ROW Support ($0.01 million) for the project. • SR-79 Re-Alignment Segment 3 & Segment 1: The underrun in ROW acquisitions ($5.8 million) is due to ongoing acquisition negotiations with property owners for Segment 3 and ($3.5 million) for Segment 1.
Smart Freeways (P003051) The project includes environmental clearance, design, and commence construction of a pilot project to install a smart freeway system on northbound I-15 in the city of Temecula. ***The FY2025/26 adopted budget amount is $9,400,800.***	$5,350,200	$5,285,214	The minimal underrun of the FY 2025/26 budget is due to unbilled accruals for construction support services ($1.5 million) that was offset by an overrun in construction (1.5 million) that is scheduled to complete in the second quarter of FY2025/2025.
Santa Ana River Trail Extension (SART) (P007201 & P007202) The Commission provides support to the Riverside County Regional Park and Open Space District (District) for the projects under a cooperative planning and development agreement. The district is the lead agency for environmental compliance for NEPA and CEQA, and the Commission is responsible for project oversight and approval, final design, and construction. The projects are a joint effort with between public and private agencies including the county of Orange and the United States Army Corps of Engineers. The district is responsible for 100% of costs. ***The FY2025/26 adopted budget amount is $14,361,800.***	$ 3,590,450	$939	The underrun of the FY 2025/26 budget is due to ROW acquisition/support ($1.0 million), construction ($2.0 million), and construction management ($0.3 million) for SART 2 that are not scheduled to commence until FY 2026/27. The minimal underrun in SART 1 is due ROW support ($0.02 million) and final design ($0.01 million) in preparations of project ramp down for circulation of environmental documents for the public. Project is contingent on funding from Riverside County Parks.

Project Description	FY 2025/26 through 1st Quarter Revised Budget	Expenditures through 1st Quarter Actuals	Project Status
South Perris Station and Layover Facility (P003837) The South Perris Station and Layover Facility Project is the result of the combined efforts between the Commission and SCRRA, to improve the existing loading platform, along the Metrolink Perris Valley Line. The improvements, along with other added amenities, will add 1,100 feet of new track which will service 2 additional passenger trains for loading and deboarding services. In addition, the project includes a 4th layover track at the south layover maintenance yard for various operations of the track. ***The FY 2025/26 adopted budget amount is $15,087,100.***	$ 3,771,775	$79,706	The underrun of the FY 2025/26 budget in the first quarter is due to construction ($2.7 million) that is not scheduled to commence until the fourth quarter of FY 2025/26, construction management ($0.4 million), and construction support services ($0.5 million).
EB 91 COP (P913055) This project will add an operational lane approximately 3 miles in length in the eastbound direction on SR-91 from the SR-241 general purpose connector to the SR-71 connector auxiliary lane. ***The FY 2025/26 adopted budget amount is $6,143,800.***	$1,816,700	$338,844	The underrun of the FY 2025/26 budget in the first quarter is due to construction ($0.3 million) not being utilized and the extension of the RFQ release date, which resulted in underutilized project construction manager ($0.9 million) and special legal services ($0.3 million).

This list discusses the significant capital projects (i.e., total budgeted costs more than $5 million) and related status. Capital project expenditures are affected by lags in invoices submitted by contractors and consultants, as well as issues encountered during certain phases of the projects. The capital projects budgets tend to be based on aggressive project schedules.

AGENDA ITEM 6C

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	December 10, 2025
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 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 Contract Change Orders for Construction Contracts for the three months ended September 30, 2025.

BACKGROUND INFORMATION:

During the past quarter, July through September 2025, the Commission has had the following projects with open construction contracts:

1. SR-71 / SR-91 Interchange Project
2. MVMF Platform and Track Expansion
3. SR-60 Truck Lanes Project
4. I-15 SMART Freeways Project

DISCUSSION:

At the direction of the Executive Committee at its March 2021 meeting, a report will be filed for each quarter listing the construction contract change orders that were issued in the previous quarter. The following table summarizes the Contract Change Orders that occurred in the 3rd quarter (1st quarter of Fiscal Year 2025/26).

Contractor Change Orders executed in the 3rd Quarter of CY 2025			
Project	**CCO No.**	**Description**	**Amount**
SR-71 / SR-91 Interchange Project		None	
MVMF Platform and Track Expansion	CCO 12	Drainage Modification	$0.00
	CCO 19	Detectable Warning Paver Modification	$0.00
	CCO 37-S1	Additional Punch List Work	($18,081.00)
SR-60 Truck Lanes Project		None	
I-15 SMART Freeways	CCO 2-S1	Ramp Metering Type 1C Processer Cards	$22,433.00
	CCO 6-S1	Additional Portable Changeable Message Signs (PCMS) & Detour Signs	$28,263.00
	CCO 9	Revised Plans & Specs - Rev 2	$109,687.00
	CCO 12	Time Extension (Non-Compensatory)	$0.00
	CCO 13	Revised Temecula Parkway Closure Duration	$92,250.00

FISCAL IMPACT:

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

AGENDA ITEM 6D

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	December 10, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Amy Weston, Accounting Supervisor 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 October 31, 2025.

BACKGROUND INFORMATION:

The Commission's investment reports reflect 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 monthly investment report for October 2025, as required by state law and Commission policy, reflects the investment activities resulting from the 91 Project, 2021 Financing and available operating cash. As of October 31, 2025, total cash and investments in the Commission's portfolio totaled approximately $1.94 billion and were comprised of the following:

CASH AND INVESTMENTS PORTFOLIO	AMOUNTS [1]
Operating	$ 1,286,625,018
Trust	354,079,191
Commission-managed	297,271,165
Total	**$ 1,937,975,374**
Note: [1] Unreconciled and unaudited	

As of October 31, 2025, the Commission's cash and investments adhere to both the Commission's investment policy adopted on December 11, 2024, and permitted investments described in the

indenture for the Commission's sales tax revenue bonds and the master indenture for the Commission's toll revenue bonds. Additionally, the Commission has adequate cash flows for the next six months.

FISCAL IMPACT:

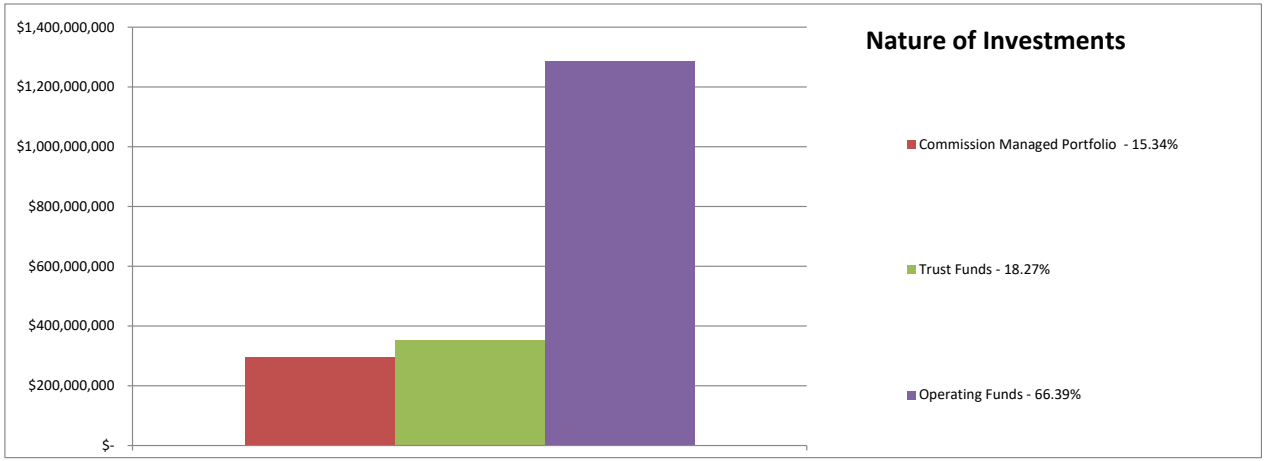
This is an information item. There is no fiscal impact.

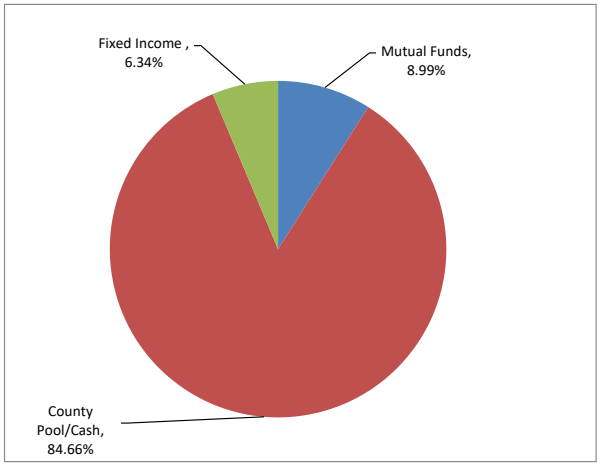
Attachment: Investment Portfolio Report

Riverside County Transportation Commission
Investment Portfolio Report
Period Ended: October 31, 2025

	STATEMENT BALANCE [1]	FINANCIAL INSTUTION	STATEMENTS	RATING MOODYS / S&P	COUPON RATE	PAR VALUE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN (LOSS)
OPERATING FUNDS												
City National Bank Deposits	45,049,336	City National Bank	Available upon request	A3/BBB+	N/A				N/A			
County Treasurer's Pooled Investment Fund	1,241,575,682	County Treasurer	Available upon request	Aaa-bf								
Subtotal Operating Funds	1,286,625,018											
FUNDS HELD IN TRUST												
County Treasurer's Pooled Investment Fund:												
Local Transportation Fund	354,079,191	County Treasurer	Available upon request					Available upon request				
Subtotal Funds Held in Trust	354,079,191											
COMMISSION MANAGED PORTFOLIO												
US Bank Payden & Rygel Operating	61,260,214	US Bank	Available upon request					Available upon request				
2013 Series A & Series B Reserve Fund	13,167,429	US Bank	Available upon request					Available upon request				
2021 Series B Reserve Fund	40,472,224	US Bank	Available upon request					Available upon request				
2021 Series C Reserve Fund	8,062,718	US Bank	Available upon request					Available upon request				
First American Government Obligation Fund	174,308,580	US Bank	Available upon request	N/A	N/A				N/A			
Subtotal Commission Managed Portfolio	297,271,165											
TOTAL All Cash and Investments	**$ 1,937,975,374**											

Notes:
[1] Unreconciled and unaudited





AGENDA ITEM 6E

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	December 10, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Jennifer Fuller, Deputy Director of Finance Sergio Vidal, Chief Financial Officer
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Annual Investment Policy

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Approve the revised annual Investment Policy (the Policy); and
2) Adopt Resolution No. 25-010, *"Resolution of the Riverside County Transportation Commission Regarding the Revised Investment Policy"*.

BACKGROUND INFORMATION:

In accordance with state law, staff annually submit a resolution to the Commission recommending approval of the Commission's Investment Policy. The Investment Policy outlines the following primary investment objectives in priority order:

- To provide safety of principal;
- To provide sufficient liquidity; and
- To maximize return on investments.

DISCUSSION:

Section XIV of the Policy requires an annual investment policy review and specifically states that the *"Chief Financial Officer shall annually render to the Commission a statement of investment policy, which the Commission must consider at a public meeting. Any changes to the policy shall also be considered by the Commission at a public meeting."*

Therefore, staff reviewed the Investment Policy approved by the Commission in December 2024 and consulted with legal counsel to consider changes to the policy. Additionally, throughout the year staff consulted with the Commission's investment managers and County Treasurer's Office to determine an appropriate level of changes primarily affecting the Commission's operating investment portfolio.

The following is an overview of the recommended changes to the Investment Policy:

Proposed changes

- Adding the sentence *"Both fixed and floating or variable rate securities are eligible investments"* in Section VI to conform with California Government Code.
- Adding the Inter-American Development Bank to Section VI.1.C. to conform with California Government Code.

FISCAL IMPACT:

There is no fiscal impact related to the approval and adoption of this Policy.

Attachments:
1) Resolution No. 25-010
2) Investment Policy (red-line draft)
3) Investment Policy (clean)

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

In Favor: 9 Abstain: 0 No: 0

RESOLUTION NO. 25-010

RESOLUTION OF THE
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
REGARDING THE REVISED INVESTMENT POLICY

WHEREAS, the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code Sections 53600.6 and 53630.1); and

WHEREAS, the legislative body of the Riverside County Transportation Commission (the "Commission") may invest surplus monies not required for the immediate necessities of the Commission in accordance with the provisions of California Government Code Section 53600 *et seq*.; and

WHEREAS, the Commission has previously developed and adopted its Investment Policy (the "Policy"); and

WHEREAS, Section 53646 of the California Government Code allows local agencies to annually approve at a public meeting a Statement of Investment Policy prepared by the treasurer or chief fiscal officer of such local agency; and

WHEREAS, pursuant to California Government Code Section 53646(a)(2), any changes to the Commission's Policy shall be considered by the governing body at a public meeting; and

WHEREAS, the governing body has been presented with a Statement of Investment Policy, attached hereto as Exhibit A and incorporated by reference, which includes updates to the Policy; and

WHEREAS, the governing body, with the aid of its staff, has reviewed the Statement of Investment Policy and now wishes to approve the same and renew the delegation of authority.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Riverside County Transportation Commission as follows:

1. The above recitals are true and correct, and the governing body of the Commission so finds and determines.

2. The Statement of Investment Policy, as provided in Exhibit A hereto, is hereby approved and adopted, including the updates to the Policy therein.

3. The Commission hereby renews its delegation of authority for management responsibility of the Commission's investment program to the Chief Financial Officer in consultation with the Executive Director for a one-year period.

4. This Resolution shall take effect immediately after its adoption on the date hereof.

PASSED, APPROVED, AND ADOPTED by the Riverside County Transportation Commission this 10th day of December 2025, by the following vote:

By: _____
Karen Spiegel, Chair
Riverside County Transportation Commission

ATTEST:

By: _____
Lisa Mobley, Clerk of the Board
Riverside County Transportation Commission

EXHIBIT A

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
INVESTMENT POLICY

[ATTACHED]

INVESTMENT POLICY

I. Introduction

The purpose of this Investment Policy (this "Policy") is to identify policies and procedures that enhance opportunities for a prudent investment program and to organize and formalize investment-related activities of the Riverside County Transportation Commission (the "Commission").

II. Scope

It is intended that this Policy cover all funds (except retirement funds) and investment activities under the direction of the Commission serving as the Commission's governing board. Investment activities may be classified between operating and bond/debt portfolios.

III. Delegation of Authority

The Commission's management responsibility for the investment program is hereby delegated for a one-year period to the Chief Financial Officer in consultation with the Executive Director who shall monitor and review all investments for consistency with this Policy. Subject to review, the Commission may renew the delegation of authority pursuant to this section each year. The Commission may delegate its investment decision making and execution authority to an investment advisor. The advisor shall follow this Policy and such other written instructions as are provided.

IV. Prudence

All persons authorized to make investment decisions on behalf of the Commission are subject to the prudent investor standard. Investments shall be made with care, skill, prudence and diligence under circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Commission that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Commission.

Authorized individuals acting in accordance with this Policy and written procedures and exercising due diligence shall be relieved of personal responsibility for an individual

security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion.

V. Objective

The Commission's primary investment objectives, in priority order, shall be:

1. **Safety**. Safety of principal is the foremost objective of the investment program. Investments of the Commission shall be undertaken in a manner that seeks to ensure preservation of capital in the portfolio.

2. **Liquidity**. The investment portfolio of the Commission will remain sufficiently liquid to enable the Commission to meet its cash flow requirements.

3. **Return on Investment.** The investment portfolio of the Commission shall be designed with the objective of maximizing return on its investments, but only after ensuring safety and liquidity.

The Commission may from time to time sell securities that it owns in order to better reposition its portfolio assets in accordance with updated cash flow schedules, yield opportunities existing between market sectors, or simply market timing.

VI. Investments

California Government Code Section 53601 governs the investments permitted for purchase by the Commission. Within the investments permitted by Code, the Commission seeks to further restrict eligible investments to the investments listed in Section VI.1 below. Both fixed and floating or variable rate securities are eligible investments. Percentage limitations, where indicated, apply *at the time of purchase*. Unless otherwise noted below, no security shall be purchased in accordance with this Policy that has a term remaining to maturity in excess of five years. Percentage holdings with any one non-U.S. Government issuer or non-Federal Agency issuer are further restricted to a maximum of 10% (direct and indirect commitments), except as otherwise noted. Rating requirements where indicated, apply *at the time of purchase*. The term or remaining maturity of a security purchased in accordance with this Policy shall be measured from the settlement date to final maturity. A security purchased in accordance with this Policy shall not have a forward settlement date exceeding forty-five (45) days from the time of investment. In the event a security held by the Commission is subject to a rating change that brings it below the minimum specified rating requirement, the Chief Financial Officer shall be authorized to act immediately and to notify the Commission of any actions taken in regard to the security. The course of action to be followed will then be decided on a case-by-case basis, considering such factors as the reason for the rating drop, prognosis for recovery or further rating drops, and the market price of the security.

1. Eligible Investments

A. U.S. Government Issues. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

B. Federal Agency Securities. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

C. Supranational Obligations. United States dollar denominated senior unsecured unsubordinated obligations issued, or unconditionally guaranteed, by the following supranational institutions:

1. International Bank for Reconstruction and Development; ~~and~~
2. International Finance Corporation; and
~~2.~~3. Inter-American Development Bank.

Such securities must have a maximum maturity of four (4) years and ratings from at least one Nationally Recognized Statistical Rating Organization (NRSRO) as follows: at least "Aa/AA/or AA" which denotes "Aa2" by Moody's Investors Service (Moody's), or "AA" by S&P Global Ratings (S&P), or "AA" by Fitch Ratings (Fitch); or as otherwise approved by the Commission. Investments in supranational obligations are limited to a maximum of 20% of Commission funds which may be invested with no more than 10% of funds invested in any one supranational institution.

D. Municipal Bonds.

Registered treasury notes or bonds of any of the other 49 United States, in addition to California, payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency or authority of any of the other 49 United States, in addition to California. Such securities must have a maximum maturity of five (5) years and ratings from at least one NRSRO as follows: at least "A1/A+/or A+"; or as otherwise approved by the Commission.

Registered general obligation treasury notes or bonds of any of the 50 United States. Such securities must have a maximum maturity of five (5) years and ratings from at least one NRSRO as follows: at least "A1/A+/or A+" or as otherwise approved by the Commission.

Taxable or tax-exempt bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California with a maximum maturity of five (5) years and ratings from at least one NRSRO as follows: at least "A1/A+/or A+" (the minimum rating shall apply to the local agency, irrespective of any credit enhancement), including bonds, notes, warrants, or other evidences of indebtedness payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by either the local agency, a department, board, agency, or authority of the local agency, or of any local agency within this state.

Investments in municipal bonds are further limited to 25% of the Commission's funds.

E. **Tri-Party Repurchase Agreements.** Tri-party repurchase agreements are to be used solely as short-term investments not to exceed 30 days. The Commission may enter into tri-party repurchase agreements with primary government securities dealers rated "A" or better by two NRSROs. Counterparties should also have (i) a short-term credit rating of at least P-1/A-1/ or F-1; (ii) minimum assets and capital size of $25 billion in assets and $350 million in capital; (iii) five years of acceptable audited financial results; and (iv) a strong reputation among market participants.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities, as described in V.1 A and B, will be acceptable collateral. All securities underlying tri-party repurchase agreements must be delivered to the Commission's custodian or fiscal agent bank versus payment or be handled under a properly executed tri-party repurchase agreement. The total market value of all collateral for each tri-party repurchase agreement must equal or exceed 102% of the total dollar value of the money invested by the Commission for the term of the investment. For any tri-party repurchase agreement with a term of more than one day, the value of the underlying securities must be reviewed on an on-going basis according to market conditions. Market value must be calculated each time there is a substitution of collateral.

The Commission or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to tri-party repurchase agreement. The Commission shall have properly executed a PSA agreement with each counterparty with which it enters into tri-party repurchase agreements.

F. **U.S. Corporate Debt.** Medium-term notes, defined as all corporate and depository institution securities with a maximum remaining maturity of five (5) years or less, issued by corporations organized and operating

within the United States or depository institutions licensed by the United States or any state and operating within the United States. Eligible investment shall be rated at least "A1/A+/ or A+" by at least one NRSRO. Investments in U.S. Corporate Debt are further limited to 30% of the Commission's funds that may be invested, and no more than 10% of total investment assets may be invested in any single issuer.

G. **Commercial Paper.** Commercial paper of "prime" quality rated in the highest category by one or more nationally recognized statistical rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

(1) The entity meets the following criteria: (A) Is organized and operating in the United States as a general corporation, (B) Has total assets in excess of five hundred million dollars ($500,000,000), and (C) Has debt other than commercial paper, if any, that is rated "A" or its equivalent or higher by at least one NRSRO.

(2) The entity meets the following criteria: (A) Is organized within the United States as a special purpose corporation, trust, or limited liability company, (B) Has program-wide credit enhancements, including, but not limited to, over collateralization, letters of credit, or surety bond, and (C) Has commercial paper that is rated at least "A-1", or the equivalent, by at least one NRSRO.

Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation. Investments in commercial paper are limited to a maximum of 25% of the Commission's funds.

H. **Banker's Acceptances.** Banker's acceptances issued and accepted by commercial banks. Purchases of banker's acceptances may not exceed 180 days maturity. Eligible banker's acceptances are restricted to issuing financial institutions with short-term paper rated in the highest category by one or more nationally recognized rating service. Investments in banker's acceptances are further limited to 40% of the Commission's funds with no more than 30% of the Commission's funds invested in the banker's acceptances of any one commercial bank.

I. **Money Market Mutual Funds.** Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, *et seq*.) and that invest solely in U.S. treasuries, obligations of the U.S. Treasury, and

repurchase agreements relating to such treasury obligations.

The Commission may invest in shares of beneficial interest issued by a company that shall have met either of the following criteria: (1) Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized rating services, or (2) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars ($500,000,000).

The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include any commission that the companies may charge. Investments in Money Market Mutual Funds are also limited to 20% of the Commission's funds.

J. Riverside County Pooled Investment Fund ("RCPIF"). The Commission may invest in the Riverside County Pooled Investment Fund (maximum maturity upon demand). As on-going due diligence, the Chief Financial Officer shall obtain the information listed below:

- A description of eligible investment securities and a written statement of investment policy.
- A description of the interest calculation, the frequency of interest distributions, and the treatment of gains and losses in the portfolio.
- A description of how often the securities are priced, how the securities are safeguarded, and the audit arrangements.
- A description of who may invest in the program, how often they may invest, and what size deposits and withdrawals are allowed.
- A schedule for receiving statements and portfolio listings.
- A fee schedule, and when and how fees are assessed.
- The composition of the investment fund for each reporting period.

K. State of California Local Agency Investment Fund ("LAIF"). The Commission may invest in LAIF (maximum maturity upon demand). As on-going due diligence, the Chief Financial Officer shall obtain the information listed below:

- A description of eligible investment securities and a written statement of investment policy.
- A description of the interest calculation, the frequency of interest distributions, and the treatment of gains and losses in the portfolio.

- A description of how often the securities is priced, how the securities are safeguarded, and the audit arrangements.
- A description of who may invest in the program, how often they may invest, and what size deposits and withdrawals are allowed.
- A schedule for receiving statements and portfolio listings.
- A fee schedule, and when and how fees are assessed.
- The composition of the investment fund for each reporting period.

L. Certificates of Deposit.

Negotiable Certificates of Deposit (NCD's): The Commission may invest in NCDs issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), or a state or federal credit union. They must specify that a sum of money has been deposited, payable with interest to the bearer of the certificates on a certain date. All purchases must be from institutions rated the highest letter and number rating (e.g., P-1/A-1/or F-1) as provided for by at least one NRSRO, as designated by the U.S. Securities and Exchange Commission. The maturity of NCDs shall not exceed one (1) year to maturity, and purchases of NCDs shall not exceed 30% of the Commission's investment portfolio. NCDs shall be evaluated in terms of the creditworthiness of the issuing institution, as these deposits are uninsured and uncollateralized promissory notes.

FDIC-insured Certificates of Deposit: The principal amount of the investment must be federally insured through the Federal Deposit Insurance Corporation (FDIC). No more than the prevailing FDIC insured coverage amount may be invested with any one deposit. Certificates of Deposit placed through the Certificate of Deposit Account Registry Service (CDARS) shall be considered fully insured, assuming that the total amount invested with any participating bank is limited to the prevailing FDIC insured coverage amount. Interest on the principal must be paid to the Commission at least annually. The placement of Certificates of Deposit with local banks that qualify in accordance with Government Code section 53601(h) is encouraged. The Commission, at its discretion, may invest a portion of its funds in certificates of deposit at a commercial bank, savings bank, savings and loan association, or credit union using a private sector entity to assist in the placement of such certificates, provided that it complies with Government Code Section 53601.8. Such investments may not exceed in total 20% of the Commission's funds invested pursuant to Government Code Sections 53601.8, 53635.8 and 53601, and shall have a maximum maturity of one (1) year from the date of the deposit.

Collateralized Certificates of Deposit: For investments exceeding $100,000, there will be a waiver of collateral for the first $100,000 deposited and protected by FDIC insurance. The remainder of the deposit shall be fully collateralized by U.S. Treasury and Federal Agency securities having maturities less than five years. The Commission must receive written confirmation that these securities have been pledged in repayment of the time deposit. The securities pledged as collateral must have a current market value greater than the dollar amount of the deposit in keeping with the ratio requirements specified in Section 53652 of the Government Code. Additionally, a statement of the collateral shall be provided to the Commission on a monthly basis. Such investments may not exceed in total 15% of the Commission's funds invested pursuant to Government Code Sections 53601.8, 53635.8 and 53601, and shall have a maximum maturity of one (1) year from the date of the deposit.

M. Time Deposits. Federal Deposit Insurance Corporation insured money market savings accounts or time deposits which are deposited through depository institutions which are participants of the Money Market Insured Deposit Account Service ("MMIDAS"), and in compliance with Government Code Section 53601.8.

N. Mortgage and Asset-backed Securities. Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable-backed bond of a maximum maturity of five (5) years.

Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better (excluding U.S. Government/Agency-backed structured products which will be permitted with their prevailing ratings even if those ratings are below the rating category of "AA") by at least one NRSRO.

Purchase of these securities may not exceed 20% of the Commission's operating investment portfolio. Mortgage and asset-backed securities issued or guaranteed by the United States, its federal agencies and/or government-sponsored enterprises do not count when calculating the 20% maximum portfolio exposure to mortgage and asset-backed securities.

2. Eligible Investments for Bond Proceeds

Bond proceeds shall be invested in securities permitted by the applicable bond documents. If the bond documents are silent as to permitted investments, bond proceeds will be invested in securities permitted by this Policy.

With respect to maximum maturities, the Policy authorizes investing bond reserve fund proceeds beyond the five (5) years if prudent in the opinion of the Chief Financial Officer.

3. Ineligible Investments

The Commission shall not invest any funds in the types of securities as provided in California Government Code Section 53601.6.

The purchase of any security not listed in Section VI.1 above, but permitted by the California Government Code, is prohibited unless the Commission approves the investment either specifically or as a part of an investment program approved by the Commission.

VII. Maximum Maturities

Maturities of investments will be selected to provide necessary liquidity, minimize interest rate risk, and maximize earnings. Current and expected yield curve analysis will be monitored and the portfolio will be invested accordingly. Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds.

Where this Policy does not specify a maximum remaining maturity at the time of the investment, no investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement authorized by this section, that at the time of the investment has a term remaining to maturity in excess of five (5) years.

Maximum stated term for permitted investments shall be determined based on the settlement date (not the trade date) upon purchase of the security and the stated final maturity of the security. The purchase of a security with a forward settlement date cannot exceed 45 days from the time of investment.

VIII. Performance Standards

The Chief Financial Officer shall continually monitor and evaluate the portfolio's performance.

IX. Reporting

The Chief Financial Officer in consultation with the Executive Director shall prepare and provide to the Commission a monthly report, within 30 days following the end of the month, which includes the following information:

- Type of investment;
- Issuer name;
- Date of maturity;
- Dollar amount invested in all securities, and investments and monies held by the local agency;
- A description of the funds, investments, and programs (including lending programs) managed by contracted parties;
- Current market value of securities;
- A statement of compliance with the Policy or an explanation for non-compliance; and
- A statement denoting the ability of the Commission to meet its liquidity requirements for the next six months, or provide an explanation as to why sufficient money, shall or may not be available.

X. Investment Procedures

The Chief Financial Officer, as the Commission's designee, is responsible for ensuring compliance with the Commission's investment policies and establishing written procedures and internal controls for the operation of the investment program. No person may engage in investment transactions except as provided under the terms of this Policy and the written procedures established by the Chief Financial Officer. The written procedures should address delegation of authority to subordinate staff members, control of collusion, separation of transaction authority from accounting and record keeping, written confirmations of transactions, reconciliation of custody statements, and wire transfer procedures and agreements. An independent analysis by an external auditor shall be conducted annually to review internal control, account activity, and compliance with policies and procedures.

XI. Authorized Broker-Dealers and Financial Institutions

The Chief Financial Officer shall maintain a list of authorized broker-dealers and financial institutions which are approved for investment purposes. It shall be the Commission's policy to purchase securities only from those authorized institutions and firms (unless purchased directly from the issuer). Separate lists shall be maintained for broker-dealers and financial institutions approved for repurchase agreements and those approved for

the purchase of other securities. If an investment advisor is used, they may use their own list of approved broker-dealers and financial institutions for investment purposes.

To be eligible, a firm must meet the following minimum criteria: (i) an institution licensed by the state as a broker-dealer (as defined in Section 25004 of the Corporations Code), or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from a savings association or federal association (as defined by Section 5102 of the Financial Code), or from a brokerage firm designated as a primary government dealer by the Federal Reserve bank; and (ii) all broker-dealer firms and individuals must be properly registered with the FINRA and/or SEC to transact business in the relevant geographic locations and product sectors.

In addition, counterparties for Repurchase Agreements shall be limited to primary government securities dealers rated "A" or better by two NRSROs. Counterparties shall also have (i) a short-term credit rating of at least P-1/A-1/or F-1; (ii) minimum assets and capital size of $25 billion in assets and $350 million in capital; (iii) five years of acceptable audited financial results; and (iv) a strong reputation among market participants.

The Chief Financial Officer shall select broker-dealers and other financial institutions on the basis of the firm's expertise and creditworthiness. The Commission shall annually send a copy of the current investment policy to all securities professionals approved to do business with the Commission. Each securities professional, financial institution, or any other consultant providing investment advice, as determined in the sole discretion of the Executive Director or designee, which has been authorized by the Commission shall be required to submit and annually update a Questionnaire which includes the firm's most recent financial statements. The Chief Financial Officer shall maintain a file for each firm approved for investment purposes, which includes the most recent Questionnaire.

XII. Safekeeping and Custody

To protect the Commission's assets, all securities owned by the Commission shall be held in safekeeping in the Commission's name by a third-party bank trust department, acting as agent for the Commission under the terms of a custody agreement executed by the bank and the Commission. All securities will be received and delivered using standard delivery versus payment (DVP) procedures; the Commission's safekeeping agent will only release payment for a security after the security has been properly delivered.

Physical delivery securities shall be avoided whenever possible, as book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. In addition, delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

XIII. Ethics and Conflicts of Interest

The Commission adopts the following policy concerning conflicts of interest:

1. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions.

2. Officers and employees involved in the investment process shall disclose any material financial interest in any financial institution that conducts business with the Commission, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the Commission's portfolio.

3. Officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Commission.

XIV. Investment Policy Review

The Chief Financial Officer shall annually render to the Commission a statement of investment policy, which the Commission must consider at a public meeting. Any changes to the policy shall also be considered by the Commission at a public meeting.

INVESTMENT POLICY

I. Introduction

The purpose of this Investment Policy (this "Policy") is to identify policies and procedures that enhance opportunities for a prudent investment program and to organize and formalize investment-related activities of the Riverside County Transportation Commission (the "Commission").

II. Scope

It is intended that this Policy cover all funds (except retirement funds) and investment activities under the direction of the Commission serving as the Commission's governing board. Investment activities may be classified between operating and bond/debt portfolios.

III. Delegation of Authority

The Commission's management responsibility for the investment program is hereby delegated for a one-year period to the Chief Financial Officer in consultation with the Executive Director who shall monitor and review all investments for consistency with this Policy. Subject to review, the Commission may renew the delegation of authority pursuant to this section each year. The Commission may delegate its investment decision making and execution authority to an investment advisor. The advisor shall follow this Policy and such other written instructions as are provided.

IV. Prudence

All persons authorized to make investment decisions on behalf of the Commission are subject to the prudent investor standard. Investments shall be made with care, skill, prudence and diligence under circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Commission that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Commission.

Authorized individuals acting in accordance with this Policy and written procedures and exercising due diligence shall be relieved of personal responsibility for an individual

security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion.

V. Objective

The Commission's primary investment objectives, in priority order, shall be:

1. **Safety**. Safety of principal is the foremost objective of the investment program. Investments of the Commission shall be undertaken in a manner that seeks to ensure preservation of capital in the portfolio.

2. **Liquidity**. The investment portfolio of the Commission will remain sufficiently liquid to enable the Commission to meet its cash flow requirements.

3. **Return on Investment.** The investment portfolio of the Commission shall be designed with the objective of maximizing return on its investments, but only after ensuring safety and liquidity.

The Commission may from time to time sell securities that it owns in order to better reposition its portfolio assets in accordance with updated cash flow schedules, yield opportunities existing between market sectors, or simply market timing.

VI. Investments

California Government Code Section 53601 governs the investments permitted for purchase by the Commission. Within the investments permitted by Code, the Commission seeks to further restrict eligible investments to the investments listed in Section VI.1 below. Both fixed and floating or variable rate securities are eligible investments. Percentage limitations, where indicated, apply *at the time of purchase*. Unless otherwise noted below, no security shall be purchased in accordance with this Policy that has a term remaining to maturity in excess of five years. Percentage holdings with any one non-U.S. Government issuer or non-Federal Agency issuer are further restricted to a maximum of 10% (direct and indirect commitments), except as otherwise noted. Rating requirements where indicated, apply *at the time of purchase*. The term or remaining maturity of a security purchased in accordance with this Policy shall be measured from the settlement date to final maturity. A security purchased in accordance with this Policy shall not have a forward settlement date exceeding forty-five (45) days from the time of investment. In the event a security held by the Commission is subject to a rating change that brings it below the minimum specified rating requirement, the Chief Financial Officer shall be authorized to act immediately and to notify the Commission of any actions taken in regard to the security. The course of action to be followed will then be decided on a case-by-case basis, considering such factors as the reason for the rating drop, prognosis for recovery or further rating drops, and the market price of the security.

1. Eligible Investments

A. **U.S. Government Issues**. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

B. **Federal Agency Securities.** Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

C. **Supranational Obligations. United States dollar denominated senior unsecured unsubordinated** obligations issued, or unconditionally guaranteed, by the following supranational institutions:

1. International Bank for Reconstruction and Development;
2. International Finance Corporation; and
3. Inter-American Development Bank.

Such securities must have a maximum maturity of four (4) years and ratings from at least one Nationally Recognized Statistical Rating Organization (NRSRO) as follows: at least "Aa/AA/or AA" which denotes "Aa2" by Moody's Investors Service (Moody's), or "AA" by S&P Global Ratings (S&P), or "AA" by Fitch Ratings (Fitch); or as otherwise approved by the Commission. Investments in supranational obligations are limited to a maximum of 20% of Commission funds which may be invested with no more than 10% of funds invested in any one supranational institution.

D. **Municipal Bonds.**

Registered treasury notes or bonds of any of the other 49 United States, in addition to California, payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency or authority of any of the other 49 United States, in addition to California. Such securities must have a maximum maturity of five (5) years and ratings from at least one NRSRO as follows: at least "A1/A+/or A+"; or as otherwise approved by the Commission.

Registered general obligation treasury notes or bonds of any of the 50 United States. Such securities must have a maximum maturity of five (5) years and ratings from at least one NRSRO as follows: at least "A1/A+/or A+" or as otherwise approved by the Commission.

Taxable or tax-exempt bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California with a maximum maturity of five (5) years and ratings from at least one NRSRO as follows: at least "A1/A+/or A+" (the minimum rating shall apply to the local agency, irrespective of any credit enhancement), including bonds, notes, warrants, or other evidences of indebtedness payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by either the local agency, a department, board, agency, or authority of the local agency, or of any local agency within this state.

Investments in municipal bonds are further limited to 25% of the Commission's funds.

E. **Tri-Party Repurchase Agreements.** Tri-party repurchase agreements are to be used solely as short-term investments not to exceed 30 days. The Commission may enter into tri-party repurchase agreements with primary government securities dealers rated "A" or better by two NRSROs. Counterparties should also have (i) a short-term credit rating of at least P-1/A-1/ or F-1; (ii) minimum assets and capital size of $25 billion in assets and $350 million in capital; (iii) five years of acceptable audited financial results; and (iv) a strong reputation among market participants.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities, as described in V.1 A and B, will be acceptable collateral. All securities underlying tri-party repurchase agreements must be delivered to the Commission's custodian or fiscal agent bank versus payment or be handled under a properly executed tri-party repurchase agreement. The total market value of all collateral for each tri-party repurchase agreement must equal or exceed 102% of the total dollar value of the money invested by the Commission for the term of the investment. For any tri-party repurchase agreement with a term of more than one day, the value of the underlying securities must be reviewed on an on-going basis according to market conditions. Market value must be calculated each time there is a substitution of collateral.

The Commission or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to tri-party repurchase agreement. The Commission shall have properly executed a PSA agreement with each counterparty with which it enters into tri-party repurchase agreements.

F. **U.S. Corporate Debt.** Medium-term notes, defined as all corporate and depository institution securities with a maximum remaining maturity of five (5) years or less, issued by corporations organized and operating

within the United States or depository institutions licensed by the United States or any state and operating within the United States. Eligible investment shall be rated at least "A1/A+/ or A+" by at least one NRSRO. Investments in U.S. Corporate Debt are further limited to 30% of the Commission's funds that may be invested, and no more than 10% of total investment assets may be invested in any single issuer.

G. Commercial Paper. Commercial paper of "prime" quality rated in the highest category by one or more nationally recognized statistical rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

(1) The entity meets the following criteria: (A) Is organized and operating in the United States as a general corporation, (B) Has total assets in excess of five hundred million dollars ($500,000,000), and (C) Has debt other than commercial paper, if any, that is rated "A" or its equivalent or higher by at least one NRSRO.

(2) The entity meets the following criteria: (A) Is organized within the United States as a special purpose corporation, trust, or limited liability company, (B) Has program-wide credit enhancements, including, but not limited to, over collateralization, letters of credit, or surety bond, and (C) Has commercial paper that is rated at least "A-1", or the equivalent, by at least one NRSRO.

Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation. Investments in commercial paper are limited to a maximum of 25% of the Commission's funds.

H. Banker's Acceptances. Banker's acceptances issued and accepted by commercial banks. Purchases of banker's acceptances may not exceed 180 days maturity. Eligible banker's acceptances are restricted to issuing financial institutions with short-term paper rated in the highest category by one or more nationally recognized rating service. Investments in banker's acceptances are further limited to 40% of the Commission's funds with no more than 30% of the Commission's funds invested in the banker's acceptances of any one commercial bank.

I. Money Market Mutual Funds. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, *et seq*.) and that invest solely in U.S. treasuries, obligations of the U.S. Treasury, and

repurchase agreements relating to such treasury obligations.

The Commission may invest in shares of beneficial interest issued by a company that shall have met either of the following criteria: (1) Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized rating services, or (2) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars ($500,000,000).

The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include any commission that the companies may charge. Investments in Money Market Mutual Funds are also limited to 20% of the Commission's funds.

J. Riverside County Pooled Investment Fund ("RCPIF"). The Commission may invest in the Riverside County Pooled Investment Fund (maximum maturity upon demand). As on-going due diligence, the Chief Financial Officer shall obtain the information listed below:

- A description of eligible investment securities and a written statement of investment policy.
- A description of the interest calculation, the frequency of interest distributions, and the treatment of gains and losses in the portfolio.
- A description of how often the securities are priced, how the securities are safeguarded, and the audit arrangements.
- A description of who may invest in the program, how often they may invest, and what size deposits and withdrawals are allowed.
- A schedule for receiving statements and portfolio listings.
- A fee schedule, and when and how fees are assessed.
- The composition of the investment fund for each reporting period.

K. State of California Local Agency Investment Fund ("LAIF"). The Commission may invest in LAIF (maximum maturity upon demand). As on-going due diligence, the Chief Financial Officer shall obtain the information listed below:

- A description of eligible investment securities and a written statement of investment policy.
- A description of the interest calculation, the frequency of interest distributions, and the treatment of gains and losses in the portfolio.

- A description of how often the securities is priced, how the securities are safeguarded, and the audit arrangements.
- A description of who may invest in the program, how often they may invest, and what size deposits and withdrawals are allowed.
- A schedule for receiving statements and portfolio listings.
- A fee schedule, and when and how fees are assessed.
- The composition of the investment fund for each reporting period.

L. Certificates of Deposit.

Negotiable Certificates of Deposit (NCD's): The Commission may invest in NCDs issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), or a state or federal credit union. They must specify that a sum of money has been deposited, payable with interest to the bearer of the certificates on a certain date. All purchases must be from institutions rated the highest letter and number rating (e.g., P-1/A-1/or F-1) as provided for by at least one NRSRO, as designated by the U.S. Securities and Exchange Commission. The maturity of NCDs shall not exceed one (1) year to maturity, and purchases of NCDs shall not exceed 30% of the Commission's investment portfolio. NCDs shall be evaluated in terms of the creditworthiness of the issuing institution, as these deposits are uninsured and uncollateralized promissory notes.

FDIC-insured Certificates of Deposit: The principal amount of the investment must be federally insured through the Federal Deposit Insurance Corporation (FDIC). No more than the prevailing FDIC insured coverage amount may be invested with any one deposit. Certificates of Deposit placed through the Certificate of Deposit Account Registry Service (CDARS) shall be considered fully insured, assuming that the total amount invested with any participating bank is limited to the prevailing FDIC insured coverage amount. Interest on the principal must be paid to the Commission at least annually. The placement of Certificates of Deposit with local banks that qualify in accordance with Government Code section 53601(h) is encouraged. The Commission, at its discretion, may invest a portion of its funds in certificates of deposit at a commercial bank, savings bank, savings and loan association, or credit union using a private sector entity to assist in the placement of such certificates, provided that it complies with Government Code Section 53601.8. Such investments may not exceed in total 20% of the Commission's funds invested pursuant to Government Code Sections 53601.8, 53635.8 and 53601, and shall have a maximum maturity of one (1) year from the date of the deposit.

Collateralized Certificates of Deposit: For investments exceeding $100,000, there will be a waiver of collateral for the first $100,000 deposited and protected by FDIC insurance. The remainder of the deposit shall be fully collateralized by U.S. Treasury and Federal Agency securities having maturities less than five years. The Commission must receive written confirmation that these securities have been pledged in repayment of the time deposit. The securities pledged as collateral must have a current market value greater than the dollar amount of the deposit in keeping with the ratio requirements specified in Section 53652 of the Government Code. Additionally, a statement of the collateral shall be provided to the Commission on a monthly basis. Such investments may not exceed in total 15% of the Commission's funds invested pursuant to Government Code Sections 53601.8, 53635.8 and 53601, and shall have a maximum maturity of one (1) year from the date of the deposit.

M. Time Deposits. Federal Deposit Insurance Corporation insured money market savings accounts or time deposits which are deposited through depository institutions which are participants of the Money Market Insured Deposit Account Service ("MMIDAS"), and in compliance with Government Code Section 53601.8.

N. Mortgage and Asset-backed Securities. Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable-backed bond of a maximum maturity of five (5) years.

Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better (excluding U.S. Government/Agency-backed structured products which will be permitted with their prevailing ratings even if those ratings are below the rating category of "AA") by at least one NRSRO.

Purchase of these securities may not exceed 20% of the Commission's operating investment portfolio. Mortgage and asset-backed securities issued or guaranteed by the United States, its federal agencies and/or government-sponsored enterprises do not count when calculating the 20% maximum portfolio exposure to mortgage and asset-backed securities.

2. Eligible Investments for Bond Proceeds

Bond proceeds shall be invested in securities permitted by the applicable bond documents. If the bond documents are silent as to permitted investments, bond proceeds will be invested in securities permitted by this Policy.

With respect to maximum maturities, the Policy authorizes investing bond reserve fund proceeds beyond the five (5) years if prudent in the opinion of the Chief Financial Officer.

3. Ineligible Investments

The Commission shall not invest any funds in the types of securities as provided in California Government Code Section 53601.6.

The purchase of any security not listed in Section VI.1 above, but permitted by the California Government Code, is prohibited unless the Commission approves the investment either specifically or as a part of an investment program approved by the Commission.

VII. Maximum Maturities

Maturities of investments will be selected to provide necessary liquidity, minimize interest rate risk, and maximize earnings. Current and expected yield curve analysis will be monitored and the portfolio will be invested accordingly. Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds.

Where this Policy does not specify a maximum remaining maturity at the time of the investment, no investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement authorized by this section, that at the time of the investment has a term remaining to maturity in excess of five (5) years.

Maximum stated term for permitted investments shall be determined based on the settlement date (not the trade date) upon purchase of the security and the stated final maturity of the security. The purchase of a security with a forward settlement date cannot exceed 45 days from the time of investment.

VIII. Performance Standards

The Chief Financial Officer shall continually monitor and evaluate the portfolio's performance.

IX. Reporting

The Chief Financial Officer in consultation with the Executive Director shall prepare and provide to the Commission a monthly report, within 30 days following the end of the month, which includes the following information:

- Type of investment;
- Issuer name;
- Date of maturity;
- Dollar amount invested in all securities, and investments and monies held by the local agency;
- A description of the funds, investments, and programs (including lending programs) managed by contracted parties;
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the purchase of other securities. If an investment advisor is used, they may use their own list of approved broker-dealers and financial institutions for investment purposes.

To be eligible, a firm must meet the following minimum criteria: (i) an institution licensed by the state as a broker-dealer (as defined in Section 25004 of the Corporations Code), or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from a savings association or federal association (as defined by Section 5102 of the Financial Code), or from a brokerage firm designated as a primary government dealer by the Federal Reserve bank; and (ii) all broker-dealer firms and individuals must be properly registered with the FINRA and/or SEC to transact business in the relevant geographic locations and product sectors.

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The Chief Financial Officer shall select broker-dealers and other financial institutions on the basis of the firm's expertise and creditworthiness. The Commission shall annually send a copy of the current investment policy to all securities professionals approved to do business with the Commission. Each securities professional, financial institution, or any other consultant providing investment advice, as determined in the sole discretion of the Executive Director or designee, which has been authorized by the Commission shall be required to submit and annually update a Questionnaire which includes the firm's most recent financial statements. The Chief Financial Officer shall maintain a file for each firm approved for investment purposes, which includes the most recent Questionnaire.

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To protect the Commission's assets, all securities owned by the Commission shall be held in safekeeping in the Commission's name by a third-party bank trust department, acting as agent for the Commission under the terms of a custody agreement executed by the bank and the Commission. All securities will be received and delivered using standard delivery versus payment (DVP) procedures; the Commission's safekeeping agent will only release payment for a security after the security has been properly delivered.

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3. Officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Commission.

XIV. Investment Policy Review

The Chief Financial Officer shall annually render to the Commission a statement of investment policy, which the Commission must consider at a public meeting. Any changes to the policy shall also be considered by the Commission at a public meeting.

AGENDA ITEM 6F

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	December 10, 2025
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) Adopt the Commission's 2026 State and Federal Legislative Platform; and
2) Receive and file a state and federal legislative update.

BACKGROUND INFORMATION:

Draft 2026 State and Federal Legislative Platform

Each year, the Commission updates and adopts a legislative platform that serves as a framework for the policy positions the Commission will take on pieces of legislation, regulations, and administrative policies. The platform addresses broad themes critical to the Commission in both Sacramento and Washington, D.C. and allows staff, Commissioners, and the Commission's legislative advocates to communicate in a timely, effective manner with state and federal agencies and elected officials as issues arise.

The proposed 2026 State and Federal Legislative Platform builds on previously adopted platforms, with minor changes to content from the 2025 version. Recommended changes include, but are not limited to:

- Adding an introductory section to highlight anticipated key policy issues for engagement and advocacy across both the state and federal levels in 2026.
- Simplifying, consolidating, and reorganizing language where feasible to better align policy topics; and
- Eliminating or updating priorities that have either been addressed or are based on policies that are no longer in effect.

The proposed 2026 State and Federal Legislative Platform is attached, along with a copy that includes tracked changes highlighting additions and deletions in red text, while resequenced text is shown in green text.

State Update

The State Legislature will reconvene for the second year of the two-year legislative session on January 5, and Governor Gavin Newsom will unveil his proposed budget for Fiscal Year 2025-26 prior to the January 10, 2026, deadline.

On November 17, Senator Monique Limón (Santa Barbara) was sworn in as the President Pro Tempore of the California State Senate. She assumes the role from Senator Mike McGuire (Eureka), who served as President Pro Tempore since February 2024 and is in his final term in the California State Senate. It remains unclear if and when the change in leadership will result in changes to Senate committee chair and membership assignments, however, staff will continue to monitor for impacts to committees of interest to the Commission.

Federal Update

Following the Commission's postponed October trip to Washington, D.C., RCTC staff pivoted to scheduling in-district and virtual meetings with members of Riverside County's Congressional delegation. Thus far staff have met with Representative Ken Calvert on November 6, and Representative Young Kim on November 14, to discuss the Commission's surface transportation reauthorization proposals and priority projects, including the 15 Express Lanes Project Southern Extension and Coachella Valley Rail Project. Staff will continue to seek meetings with the remaining members of Riverside County's Congressional delegation, as well as key leaders at the Department of Transportation to elevate the Commission's priorities.

Fiscal Year 2026 Appropriations

On November 12, the House approved a Senate-passed Continuing Resolution (CR) to fund the federal government at Fiscal Year (FY) 2025 levels through January 30, 2026. The CR was signed into law by President Trump on November 12, ending the federal government shutdown. However, Congress must either approve full-year FY 2026 appropriations or another CR prior to January 31 to avert another shutdown. As previously reported, until a full FY 2026 appropriations package is approved, RCTC's Community Project Funding/Congressionally Directed Spending requests for FY 2026, including $5 million for the 15 Express Lanes Project Southern Extension, $3 million for the 91 Eastbound Corridor Operations Project, $850,000 for the Metrolink Double Track Project: Moreno Valley to Perris, and $850,000 for the Mead Valley Metrolink Station/Mobility Hub are on hold and not funded. Staff will continue to monitor and keep the Commission apprised of updates to the annual appropriations process, as well as any impacts to the Commission resulting from the shutdown.

FISCAL IMPACT:

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

Attachments:

1) Draft 2026 State and Federal Legislative Platform – Redline Version
2) Draft 2026 State and Federal Legislative Platform – Edits Accepted Version
3) Legislative Matrix – December 2025

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

In Favor: 9 Abstain: 0 No: 0

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

RCTC State and Federal Legislative Platform

OBJECTIVE: The 2026 State and Federal Legislative Platform (Platform) serves as the framework that will guide Riverside County Transportation Commission's (RCTC or Commission) advocacy efforts for state and federal policy and funding decisions that enable the Commission to: implement Measure A, the ~~2024~~ Traffic Relief Plan (TRP), the Regional Transportation Plan (RTP), and other adopted plans and programs; comply with state and federal requirements; and improve ~~provide greater~~ mobility~~, equitable access, improved quality of living, operational excellence, and economic vitality in~~ for the people of Riverside County.

RCTC's State and Federal Legislative Platform offers positions on key policy issues which are likely to be the focus in the next legislative and congressional sessions.

Key Policy Issues for 2026

At the **state** level, RCTC will engage on the following issues in 2026:

- Streamline California Environmental Quality Act (CEQA) review and requirements for passenger rail projects, including the Coachella Valley Rail Project (CV Rail).
- Implementation of the Cap-and-Invest program (formerly known as Cap-and-Trade) to maximize discretionary funding opportunities from the Greenhouse Gas Reduction Fund to regional transportation projects and transit.
- Reforms to Vehicle Miles Traveled (VMT) mitigation requirements that reduce infrastructure project costs and improve project delivery timelines.
- Policies and funding that prioritize the advancement of commuter choice and transportation projects of all modes in Riverside County, including the 15 Express Lanes Project Southern Extension (15 ELPSE) and CV Rail.

RCTC's engagement and advocacy at the **federal** level in 2026 will include:

- Efforts to enhance the competitiveness of the 15 ELPSE and CV Rail Project for funding.
- Advancing RCTC's proposals for inclusion in surface transportation reauthorization legislation, including those related to local control of federal formula funding, improvements to rail programs, and increasing funding and resources for projects in rapidly growing communities.
- Submitting highly competitive applications for Community Project Funding/Congressionally Directed Spending in Fiscal Year 2027 for vital transportation improvements across the county.

Equity and Fairness

- Ensure that rural, low-income, and disadvantaged communities in Riverside County benefit from equity-based transportation planning and implementation policies.
- State and federal funding should be distributed equitably to Riverside County. This includes core formula funding as well as supplemental distributions.
- Governance structures should ensure equitable representation and decision-making authority is provided to Riverside County.
- Policies should be developed and implemented with regional variance to limit disproportionate impacts on regions with fast-growing populations, including low-income and disadvantaged communities priced out of coastal urban centers.

- Engage in policy discussions regarding the way public outreach and public meetings are conducted by public agencies.
- Support transportation projects and services that reconnect communities and/or expand access to jobs, educational opportunities, and vital services, regardless of transportation mode.
- Policies should be sensitive to each region's unique needs and avoid "one size fits all" assumptions, over-reliance on single modes of transportation that would disadvantage regional mobility, and lack of distinction between urban, suburban, and rural needs.

Regional Control

- ~~Project selection and planning authority for state/federal funds should be as local as possible, preferably in the hands of the Commission.~~
- ~~State and federal rulemakings, administrative processes, program guidelines, and policy development activities should include meaningful collaboration from regional transportation agencies.~~
- ~~Oppose efforts by non-elected, regulatory bodies and non-transportation interests to assert control over transportation funding and decision-making.~~
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~~**Protect Our Authority and Revenue**~~

Protect Our Authority and Revenue

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transportation projects in California.

- Support legislation that clarifies that any initiative by the voters proposing to impose a sales tax using the Commission's authorizing statutes shall be implemented by the Commission.

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- Support efforts by the state government to improve maintenance and operations of the state highway and interstate systems.
- Oppose efforts by the state government to negate their obligation to maintain the state and federal highway systems, or otherwise realign those costs and responsibilities to local and regional agencies.
- Oppose efforts by the state legislature to deflect responsibility for voting on revenue for statewide transportation to local voters.

~~**Innovation**~~

- ~~Support implementation and expansion of state and federal initiatives to expedite and advance innovative transportation policies, programs, and technologies.~~
- ~~Monitor studies, regulations, and legislation regarding the deployment and use of autonomous vehicles, intelligent transportation systems, and new technologies.~~

~~**Project Delivery Streamlining**~~

- ~~Support all efforts to reduce project delivery timelines and provide flexibility to meet planning requirements due to changing circumstances, while maintaining important environmental protections.~~
- ~~Support the availability of project delivery tools such as the design-build and progressive design-build project delivery methods, construction manager/general contractor (CM/GC, or construction manager at-risk) project delivery method, and public-private partnerships to the Commission, the State, federal agencies, and other infrastructure agencies. Oppose efforts to add barriers to effective implementation of such tools.~~
- ~~Support adjustments to SB 743 Steinberg (Chapter 386, Statutes of 2013) VMT modeling, analysis, and mitigation for highway and roadway projects in a manner that recognizes the varying feasibility of multimodal alternatives by region.~~
- ~~Support reciprocity of the California Environmental Quality Act (CEQA) for the National Environmental Protection Act (NEPA).~~
- ~~Support removing the statutory sunset on the NEPA Assignment program California participates in with the Federal Highway Administration which continues to benefit Commission projects.~~
- ~~Support efforts to modernize the CEQA, including but not limited to:~~
    - ~~Reduce the Commission's exposure to litigation;~~
    - ~~Increase accountability and disclosure for plaintiffs in CEQA cases;~~
    - ~~Limit courts' ability to invalidate an entire CEQA document when a writ of mandate can resolve discreet issues;~~
    - ~~Exempt illegal actions from CEQA review; and~~

- ~~Prohibit "document dumping."~~
- ~~Support categorical exclusions for multimodal transit projects and for safety improvements on roads and highways.~~

Accountability

- Revenue derived from transportation sources should be spent exclusively on planning, development, and implementation of transportation projects. Support measures to strengthen the relationship between transportation revenue and expenditures; oppose measures that weaken them.
- Support efforts to ensure that all projects in a voter-approved sales tax measure expenditure plan are delivered to the public.
- Encourage the adoption of on-time, balanced state budgets, and federal appropriation and authorization legislation to ensure transportation projects are delivered without delay or costly stoppages, and that adequate planning for future projects can take place.
- Promote policies that ensure state and federal agencies have adequate funding in order to be responsive and accountable to Commission concerns when working on Commission projects.
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Funding

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- Surface Transportation Block Grant (STBG) and Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding should be distributed by population share and air quality standards to county transportation commissions to facilitate expeditious project delivery and expenditure of funds.
- Support maintaining the legislative intent behind Senate Bill 1 (Statutes 2017) and historic base program funding, by:
    - Opposing efforts to tie distribution of transportation funding to ancillary policy matters, such as

housing.
    - Opposing efforts to deviate from legislative intent and existing statute.
    - Supporting efforts to adjust formula allocations to maximize funding decisions being made as locally as possible.
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Regional Partnerships

- Collaborate with regional transportation agencies to impact transportation funding and regulatory policies to bring equity and fairness to the Inland Empire region.
- Collaborate with public and private sector stakeholders on policy and funding matters that enhance economic development and quality of living in the Inland Empire region.
- Engage in legislative efforts impacting regional transportation agencies, particularly when the efforts have a nexus to the Commission.
- Support implementation of projects in other counties that are contained in the Southern California Association of Governments RTP/Sustainable Communities Strategy when requested by other counties and not in conflict with the Commission's interests.

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Environment

- Encourage efforts to limit impacts to the climate, air quality, and habitats in a manner that promotes improved quality of living and equitable outcomes for residents of Riverside County, provided that these efforts are sufficiently funded and do not negatively impact the mission of RCTC.

Climate Action and Air Quality

- Support a greater share of state greenhouse gas (GHG) reduction funds under the Cap-and Invest program toward transportation investments in Riverside County to address the transportation sector's share of GHG emissions.
- Ensure criteria for defining disadvantaged communities and environmental justice areas of concern accurately represent Riverside County and enable the region to compete for funding.
- Oppose efforts to place new environmental criteria (such as GHG reduction or vehicle miles traveled reduction) on transportation projects and programs without commensurate funding for alternatives or flexibility for mitigation.
- Oppose legislative proposals or implementation measures (programming, funding, environmental review, etc.) associated with the Climate Action Plan for Transportation Infrastructure (CAPTI), Caltrans System Investment Strategy (CSIS), Executive Order N-19-19, Executive Order N-79-20, AB 32 Nunez (Chapter 488, Statutes of 2006), SB 375 Steinberg (Chapter 728, Statutes of 2008), SB 743
  Steinberg (Chapter 386, Statutes of 2013), SB 32 Pavley (Chapter 249, Statutes of 2016), AB 1279 Muratsuchi (Chapter 337, Statutes of 2022), or other climate action goals that hinder a just transition to multimodal transportation systems in Riverside County.
- Support alternative metrics to Vehicle Miles Traveled (VMT) that balance consideration of environmental impacts with the population growth and social and economic needs of regions, such as improved transportation mobility.
- Support efforts that allow transportation agencies to receive credit for VMT-reducing projects that have been recently delivered or are included in future delivery plans.
- Oppose efforts that prevent or discourage the funding or development of transportation projects solely based on census tract screening tools in and around the project location, particularly if use of the screening tool for this purpose disregards external impacts that contribute to the indicators measured.
- Oppose legislation to authorize a multicounty revenue measure for environmental programs if the measure is not required to: (1) provide equitable funding to Riverside County, and (2) be developed through formal consultation with the Commission before and after passage, and (3) involve the Commission in expenditure of funds within Riverside County related to transportation projects, programs, and services; or if such a measure would negatively impact the Commission's ability to achieve voter approval of local transportation revenue.

Habitat Conservation

- Support efforts or initiatives that expedite the approval of Habitat Conservation Plans, Natural Community Conservation Plans, or Special Area Management Plans, or support the implementation of existing plans.
- Support funding for projects and programs that promote wildlife connectivity, if resources are not redirected from other transportation funding programs.
- Oppose legislation that limits the streamlining benefit of the Western Riverside County Multiple Species Habitat Conservation Plan or Coachella Valley Multiple Species Habitat Conservation Plan by impugning or duplicating requirements for analysis and remediation of impacts.

Projects and Programs

- Support programs and policies that ~~advantage~~ advance transportation projects in Riverside County.

- Oppose policies that inhibit the efficient, timely delivery of such projects.
- Support increased funding for Freeway Service Patrol (FSP) programs, which provide life-saving and cost-effective roadside assistance to motorists. Oppose legislation and rulemakings that inhibit the cost-effectiveness and operational efficiency of FSP programs.

Alternatives to Driving

- Support the continued development of a multimodal transit system in Riverside County that promotes equitable access through geographic reach and service frequency, commuter mobility choice, and environmental sustainability, as well as maximizes regional competitiveness for state and federal funding.
- Support integration of public transportation systems in southern California.

Ridesharing

- Support incentives to employers that enhance or create transit reimbursement or ridesharing programs.
- Oppose new mandates on employers or transportation agencies that would result in disruption of the Commission's ridesharing program.
- Support programs and policies that invest in and foster new technologies that promote ridesharing, traffic information, and commuter assistance.
- Support regional cooperation toward establishing transportation data standards and technological integrations.
- Support rideshare and vanpool program eligibility for state and federal transit funding, such as the Transportation Development Act.

Active Transportation

- Support maximum regional control of project selection for funding of active transportation projects.
- Support policies and programs that recognize when active transportation improvements are incorporated into other modal projects.

Transit

- Support all transit operators in Riverside County with legislative concerns impacting the operators' funding and operations.
- Support efforts to provide flexibility of funding between capital and operating budgets from state~~/~~ and federal programs for transit agencies.
- Support efforts to reevaluate transit performance measures in state and federal law.
- Support policies and funding programs that promote the establishment or expansion of express bus service that utilizes the Riverside Express Lanes.
- Support incentives for transit agencies that utilize alternative fuels and/or zero-emission buses.
- Support additional funding for specialized transit programs within state and federal programs.
- Support funding for micro-transit programs, as well as efforts to classify these programs as transit operations/transit operators within state and federal programs.
- Support funding and flexibility for transit operators to meet zero-emission fleet transition requirements.
- Support additional funding for transit rider and operator safety and security.
- Oppose unfunded mandates that would negatively impact the operating budgets of transit agencies.

Passenger Rail

- Support inclusion and prioritization of Coachella Valley Rail service in the California State Rail Plan, Federal

Corridor ID Program, and other state and federal plans and program pipelines.

- Support legislation to better enable the Coachella Valley Rail service to become part of California's intercity rail network, such as legislation to allow intercity rail joint powers authorities to expand their service areas.
- Support efforts to secure state and federal funding for the Coachella Valley Rail project and streamline its project delivery.
- Support LOSSAN Rail Corridor Agency and Metrolink with legislative and regulatory concerns impacting funding and operations.
- Support efforts to provide and equitable share of funding to west coast intercity rail systems as compared to the Northeast Corridor.
- Support Metrolink's policy and funding needs with regards to implementation of positive train control and other rail safety systems.
- Support Metrolink's SCORE implementation and encourage SCORE investments in Riverside County.
- Support efforts to prioritize high-speed rail funding for connectivity improvements to existing transit systems and infrastructure in California's urban areas. Ensure that funding is equitably distributed to southern California and maximize opportunities for regional rail improvements in Riverside County. In particular, support all efforts to ensure that funding is provided as soon as possible to projects included in the Memorandum of Understanding (MOU) between the California High Speed Rail Authority (CHSRA), the Southern California Association of Governments (SCAG), and the Commission.
- Ensure that the Commission's rights and interests in passenger rail in southern California are properly respected in state, federal, and regional plans and policies.
- Support efforts for improved enforcement of the Commission's rights and interests in passenger rail in southern California with host railroads. This includes protecting the Commission-negotiated rights of passengers to on-time passenger rail service that avoid excessive freight train delays.
- Support additional funding for safety and security operations at passenger rail stations in Riverside County.

Teleworking/Remote Working

- Engage in policy discussions that utilize teleworking as a method to reduce traffic congestion and improve local economic and public health by permanently increasing the number of Riverside County residents who telecommute or work remotely.

Tolling and Managed Lanes

- Support legislation that ensures the full and accurate capture of toll revenues, to protect the Commission's debt and congestion management obligations.
- Support legislation that authorizes toll agencies to pilot or deploy new technology to improve toll operations and mobility.
- Support legislation and policies that strengthen existing statutory authority for connecting toll segments to be implemented in an adjacent county with approvals by both authorized counties.
- Engage in legislation regarding privacy laws to ensure an appropriate balance between customer privacy, public safety, financial obligations, and practical operations is reasonably met.
- Oppose legislation increasing the type and/or number of vehicles subject to free or reduced toll rates, to protect the Commission's debt and congestion management obligations, and to reduce operational costs and complexity.
- Oppose ~~state and federal~~ policies which would dictate how tolling policy and rates are implemented on the Commission's tolled facilities.
- Engage in policy discussions that may involve legislation or regulatory efforts that add statutory barriers to expanding the use of tolling.
- Oppose policies that would dictate, limit use of, or create onerous requirements for utilizing toll revenue.
- Engage in legislation and monitor administrative policies relating to interoperability of business practices of

tolled facilities statewide, regionally, and nationally, in order to ensure technical feasibility, efficient and effective operations, cost reasonableness, and customer satisfaction.
- Support increased enforcement of managed lanes for improved travel time reliability and effective operation of express bus service.
- Support policies that recognize the role of pricing and managed lanes as an integral part of multi- modal corridor mobility and achieving environmental goals.
- Support initiatives and research that demonstrate the air quality improvements, VMT reduction, and economic benefits from the use of toll and managed lanes.

Goods Movement

- Policies should recognize the impact of goods movement from the Ports of Los Angeles and Long Beach and the U.S.-Mexico border on Riverside County.
- Support state and federal legislative action to continue dedicated funding for goods movement projects, inasmuch as the funding source:
    - Has a nexus to the user;
    - Does not reduce funding to existing highway and transit programs;
    - Provides funding to California, and southern California in particular, commensurate with this region and state's significance to interstate goods movement; and
    - Can be spent on grade separation projects.
- Advocate for accurate representation of Riverside County in the National Highway Freight Network or other national or statewide freight route designations.
- Advocate for freight funding from state and federal sources to be distributed based on a regional consensus, in consultation with state and federal agency's freight plans.
- Oppose increasing the capacity or intensity of freight movement in and near Riverside County without commensurate mitigation of impacts.
- Support legislation to ensure that the Commission is eligible to seek federal goods movement and freight program discretionary grant funding.
- Oppose policies that restrict the ability to deliver goods movement enhancements due to application of SB 743 or other VMT reduction or mitigation requirements.

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~~**Funding**~~

- ~~Support continued testing and analysis of California's road charge pilot program as a potential replacement of the state motor fuels excise tax as the primary funding mechanism for transportation and ensure that both urban, suburban, and rural communities are treated in an equitable manner.~~
- ~~Monitor the federal government's pilot program to explore potential replacement mechanisms for the federal gasoline excise tax.~~
- ~~Support all efforts to maintain, at the very least, current level state/federal funding for transportation programs.~~
- ~~Support re-dedication of California truck weight fees to transportation accounts.~~
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- Monitor studies, regulations, and legislation regarding the deployment and use of autonomous vehicles, intelligent transportation systems, and new technologies.

Project Delivery Streamlining

- Support all efforts to reduce project delivery timelines and provide flexibility to meet planning requirements due to changing circumstances, while maintaining important environmental protections.
- Support the availability of project delivery tools such as the design-build and progressive design-build project delivery methods, construction manager/general contractor (CM/GC, or construction manager at-risk) project delivery method, and public-private partnerships to the Commission, the State, federal agencies, and other infrastructure agencies. Oppose efforts to add barriers to effective implementation of such tools.
- Support adjustments to SB 743 Steinberg (Chapter 386, Statutes of 2013) VMT modeling, analysis, and mitigation for highway and roadway projects in a manner that recognizes the varying feasibility of multimodal alternatives by region.
- Support reciprocity of CEQA for the National Environmental Protection Act (NEPA).
- Support removing the statutory sunset on the NEPA Assignment program California participates in with the Federal Highway Administration which continues to benefit Commission projects.
- Support efforts to modernize the CEQA, including but not limited to:
    - Reduce the Commission's exposure to litigation;
    - Increase accountability and disclosure for plaintiffs in CEQA cases;
    - Limit courts' ability to invalidate an entire CEQA document when a writ of mandate can resolve discreet issues;
    - Exempt illegal actions from CEQA review; and
    - Prohibit "document dumping."
- Support categorical exclusions for multimodal transit projects and for safety improvements on roads and highways.

Environment

- Encourage efforts to limit impacts to the climate, air quality, and habitats in a manner that promotes improved quality of living and equitable outcomes for residents of Riverside County, provided that these efforts are sufficiently funded and do not negatively impact the mission of RCTC.

Climate Action and Air Quality

- Support a greater share of state greenhouse gas (GHG) reduction funds under the Cap-and Invest program toward transportation investments in Riverside County to address the transportation sector's share of GHG emissions.
- Ensure criteria for defining disadvantaged communities and environmental justice areas of concern accurately represent Riverside County and enable the region to compete for funding.
- Oppose efforts to place new environmental criteria (such as GHG reduction or vehicle miles traveled reduction) on transportation projects and programs without commensurate funding for alternatives or

flexibility for mitigation.

- Oppose legislative proposals or implementation measures (programming, funding, environmental review, etc.) associated with the Climate Action Plan for Transportation Infrastructure (CAPTI), Caltrans System Investment Strategy (CSIS), Executive Order N-19-19, Executive Order N-79-20, AB 32 Nunez (Chapter 488, Statutes of 2006), SB 375 Steinberg (Chapter 728, Statutes of 2008), SB 743
  Steinberg (Chapter 386, Statutes of 2013), SB 32 Pavley (Chapter 249, Statutes of 2016), AB 1279 Muratsuchi (Chapter 337, Statutes of 2022), or other climate action goals that hinder a just transition to multimodal transportation systems in Riverside County.
- Support alternative metrics to Vehicle Miles Traveled (VMT) that balance consideration of environmental impacts with the population growth and social and economic needs of regions, such as improved transportation mobility.
- Support efforts that allow transportation agencies to receive credit for VMT-reducing projects that have been recently delivered or are included in future delivery plans.
- Oppose efforts that prevent or discourage the funding or development of transportation projects solely based on census tract screening tools in and around the project location, particularly if use of the screening tool for this purpose disregards external impacts that contribute to the indicators measured.
- Oppose legislation to authorize a multicounty revenue measure for environmental programs if the measure is not required to: (1) provide equitable funding to Riverside County, and (2) be developed through formal consultation with the Commission before and after passage, and (3) involve the Commission in expenditure of funds within Riverside County related to transportation projects, programs, and services; or if such a measure would negatively impact the Commission's ability to achieve voter approval of local transportation revenue.

Habitat Conservation

- Support efforts or initiatives that expedite the approval of Habitat Conservation Plans, Natural Community Conservation Plans, or Special Area Management Plans, or support the implementation of existing plans.
- Support funding for projects and programs that promote wildlife connectivity, if resources are not redirected from other transportation funding programs.
- Oppose legislation that limits the streamlining benefit of the Western Riverside County Multiple Species Habitat Conservation Plan or Coachella Valley Multiple Species Habitat Conservation Plan by impugning or duplicating requirements for analysis and remediation of impacts.

Projects and Programs

- Support programs and policies that advance transportation projects in Riverside County.
- Oppose policies that inhibit the efficient, timely delivery of such projects.
- Support increased funding for Freeway Service Patrol (FSP) programs, which provide life-saving and cost-effective roadside assistance to motorists. Oppose legislation and rulemakings that inhibit the cost-effectiveness and operational efficiency of FSP programs.

Alternatives to Driving

- Support the continued development of a multimodal transit system in Riverside County that promotes equitable access through geographic reach and service frequency, commuter mobility choice, and environmental sustainability, as well as maximizes regional competitiveness for state and federal funding.
- Support integration of public transportation systems in southern California.

Ridesharing

- Support incentives to employers that enhance or create transit reimbursement or ridesharing programs.

- Oppose new mandates on employers or transportation agencies that would result in disruption of the Commission's ridesharing program.
- Support programs and policies that invest in and foster new technologies that promote ridesharing, traffic information, and commuter assistance.
- Support regional cooperation toward establishing transportation data standards and technological integrations.
- Support rideshare and vanpool program eligibility for state and federal transit funding, such as the Transportation Development Act.

Active Transportation

- Support maximum regional control of project selection for funding of active transportation projects.
- Support policies and programs that recognize when active transportation improvements are incorporated into other modal projects.

Transit

- Support all transit operators in Riverside County with legislative concerns impacting the operators' funding and operations.
- Support efforts to provide flexibility of funding between capital and operating budgets from state and federal programs for transit agencies.
- Support efforts to reevaluate transit performance measures in state and federal law.
- Support policies and funding programs that promote the establishment or expansion of express bus service that utilizes the Riverside Express Lanes.
- Support incentives for transit agencies that utilize alternative fuels and/or zero-emission buses.
- Support additional funding for specialized transit programs within state and federal programs.
- Support funding for micro-transit programs, as well as efforts to classify these programs as transit operations/transit operators within state and federal programs.
- Support funding and flexibility for transit operators to meet zero-emission fleet transition requirements.
- Support additional funding for transit rider and operator safety and security.
- Oppose unfunded mandates that would negatively impact the operating budgets of transit agencies.

Passenger Rail

- Support inclusion and prioritization of Coachella Valley Rail service in the California State Rail Plan, Federal Corridor ID Program, and other state and federal plans and program pipelines.
- Support legislation to better enable the Coachella Valley Rail service to become part of California's intercity rail network, such as legislation to allow intercity rail joint powers authorities to expand their service areas.
- Support efforts to secure state and federal funding for the Coachella Valley Rail project and streamline its project delivery.
- Support LOSSAN Rail Corridor Agency and Metrolink with legislative and regulatory concerns impacting funding and operations.
- Support efforts to provide and equitable share of funding to west coast intercity rail systems as compared to the Northeast Corridor.
- Support Metrolink's policy and funding needs with regards to implementation of positive train control and other rail safety systems.
- Support Metrolink's SCORE implementation and encourage SCORE investments in Riverside County.
- Support efforts to prioritize high-speed rail funding for connectivity improvements to existing transit systems and infrastructure in California's urban areas. Ensure that funding is equitably distributed to southern California and maximize opportunities for regional rail improvements in Riverside County. In particular,

support all efforts to ensure that funding is provided as soon as possible to projects included in the Memorandum of Understanding (MOU) between the California High Speed Rail Authority (CHSRA), the Southern California Association of Governments (SCAG), and the Commission.
- Ensure that the Commission's rights and interests in passenger rail in southern California are properly respected in state, federal, and regional plans and policies.
- Support efforts for improved enforcement of the Commission's rights and interests in passenger rail in southern California with host railroads. This includes protecting the Commission-negotiated rights of passengers to on-time passenger rail service that avoid excessive freight train delays.
- Support additional funding for safety and security operations at passenger rail stations in Riverside County.

Teleworking/Remote Working

- Engage in policy discussions that utilize teleworking as a method to reduce traffic congestion and improve local economic and public health by permanently increasing the number of Riverside County residents who telecommute or work remotely.

Tolling and Managed Lanes

- Support legislation that ensures the full and accurate capture of toll revenues, to protect the Commission's debt and congestion management obligations.
- Support legislation that authorizes toll agencies to pilot or deploy new technology to improve toll operations and mobility.
- Support legislation and policies that strengthen existing statutory authority for connecting toll segments to be implemented in an adjacent county with approvals by both authorized counties.
- Engage in legislation regarding privacy laws to ensure an appropriate balance between customer privacy, public safety, financial obligations, and practical operations is reasonably met.
- Oppose legislation increasing the type and/or number of vehicles subject to free or reduced toll rates, to protect the Commission's debt and congestion management obligations, and to reduce operational costs and complexity.
- Oppose policies which would dictate how tolling policy and rates are implemented on the Commission's tolled facilities.
- Engage in policy discussions that may involve legislation or regulatory efforts that add statutory barriers to expanding the use of tolling.
- Oppose policies that would dictate, limit use of, or create onerous requirements for utilizing toll revenue.
- Engage in legislation and monitor administrative policies relating to interoperability of business practices of tolled facilities statewide, regionally, and nationally, in order to ensure technical feasibility, efficient and effective operations, cost reasonableness, and customer satisfaction.
- Support increased enforcement of managed lanes for improved travel time reliability and effective operation of express bus service.
- Support policies that recognize the role of pricing and managed lanes as an integral part of multi-modal corridor mobility and achieving environmental goals.
- Support initiatives and research that demonstrate the air quality improvements, VMT reduction, and economic benefits from the use of toll and managed lanes.

Goods Movement

- Policies should recognize the impact of goods movement from the Ports of Los Angeles and Long Beach and the U.S.-Mexico border on Riverside County.
- Support state and federal legislative action to continue dedicated funding for goods movement projects, inasmuch as the funding source:

    - Has a nexus to the user;
    - Does not reduce funding to existing highway and transit programs;
    - Provides funding to California, and southern California in particular, commensurate with this region and state's significance to interstate goods movement; and
    - Can be spent on grade separation projects.
- Advocate for accurate representation of Riverside County in the National Highway Freight Network or other national or statewide freight route designations.
- Advocate for freight funding from state and federal sources to be distributed based on a regional consensus, in consultation with state and federal agency's freight plans.
- Oppose increasing the capacity or intensity of freight movement in and near Riverside County without commensurate mitigation of impacts.
- Support legislation to ensure that the Commission is eligible to seek federal goods movement and freight program discretionary grant funding.
- Oppose policies that restrict the ability to deliver goods movement enhancements due to application of SB 743 or other VMT reduction or mitigation requirements.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION - POSITIONS ON STATE AND FEDERAL LEGISLATION – DECEMBER 2025

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.	*Support*	4/9/2025
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.	*Support Based on Platform*	7/9/2025
AB 1145 (Gonzalez)	Requires the California Department of Transportation to conduct a study on State Highway Route 74 by December 31, 2027 with a goal of improving safety of travelers and address enforcement of commercial vehicle facility bypassing.	Senate Transportation hearing canceled at the request of the author on 7/1/2025. Two-year bill.	*Support*	7/11/2025

AGENDA ITEM 6G

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	December 10, 2025
TO:	Riverside County Transportation Commission
FROM:	Monica Tlaxcala, Senior Management Analyst Hector Casillas, Right of Way Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Approval to Acquire Right of Way for the State Route 79 Realignment Project (Segment 1)

STAFF RECOMMENDATION:

This item is for the Commission to:

1) Authorize the acquisition of one property consisting of three parcels (Assessor's Parcel Numbers 432-180-002, 432-180-004 and 432-190-015) in the amount of $18,200,000 as a full acquisition for the State Route 79 Realignment Project in accordance with the Commission's Right of Way Policies and Procedures.

BACKGROUND INFORMATION:

The SR-79 Realignment Project proposes construction of a 12-mile limited access highway extending from south of Domenigoni Parkway north to Gilman Springs Road (Project). The Project will provide a safer and more direct north-south route, serving the community of Winchester, the cities of Hemet and San Jacinto and unincorporated Riverside County. The Project will:

- Improve traffic flow for local and regional north-south traffic in the San Jacinto Valley by implementing a new roadway corridor;
- Improve operational efficiency and enhance safety conditions;
- Allow regional traffic, including truck traffic, to bypass local roads; and
- Reduce diversion of traffic from state routes onto local roads.

Due to funding constraints, the Commission approved an alternative approach on January 26, 2024, directing staff to commence design and acquisition efforts for Segment 3. While efforts have been focused on this segment, staff have maintained communication with various property owners within Segments 1 and 2.

Specifically, the property located at 3180 Cottonwood Avenue, San Jacinto, CA 92582, identified as Assessor Parcel Number's 432-180-002, 432-180-004 and 432-190-015, improved with a dairy and within Segment 1 Project limits, between Sanderson and Florida Avenue. The property owner submitted a Hardship Application requesting acquisition of the property. After review and coordination, the application meets two of the five categories to certify a hardship acquisition,

financial and monetary loss that require an immediate sale of the property. Therefore, staff believe there's enough to support the hardship and request that Caltrans and Federal Highway Administration (FHWA) concur to maintain federal eligibility. Below is the property information:

RCPN	APN(s)	Property Owner(s)
1271	432-180-002 432-180-004 432-190-015	Glen A Van Dam, et. al.

In anticipation of the FHWA approval, staff recommends the Commission authorize the acquisition of the entire property, as depicted in the attachment, for the Project in accordance with the Commission's Right of Way Policies and Procedures Manual.

FISCAL IMPACT:

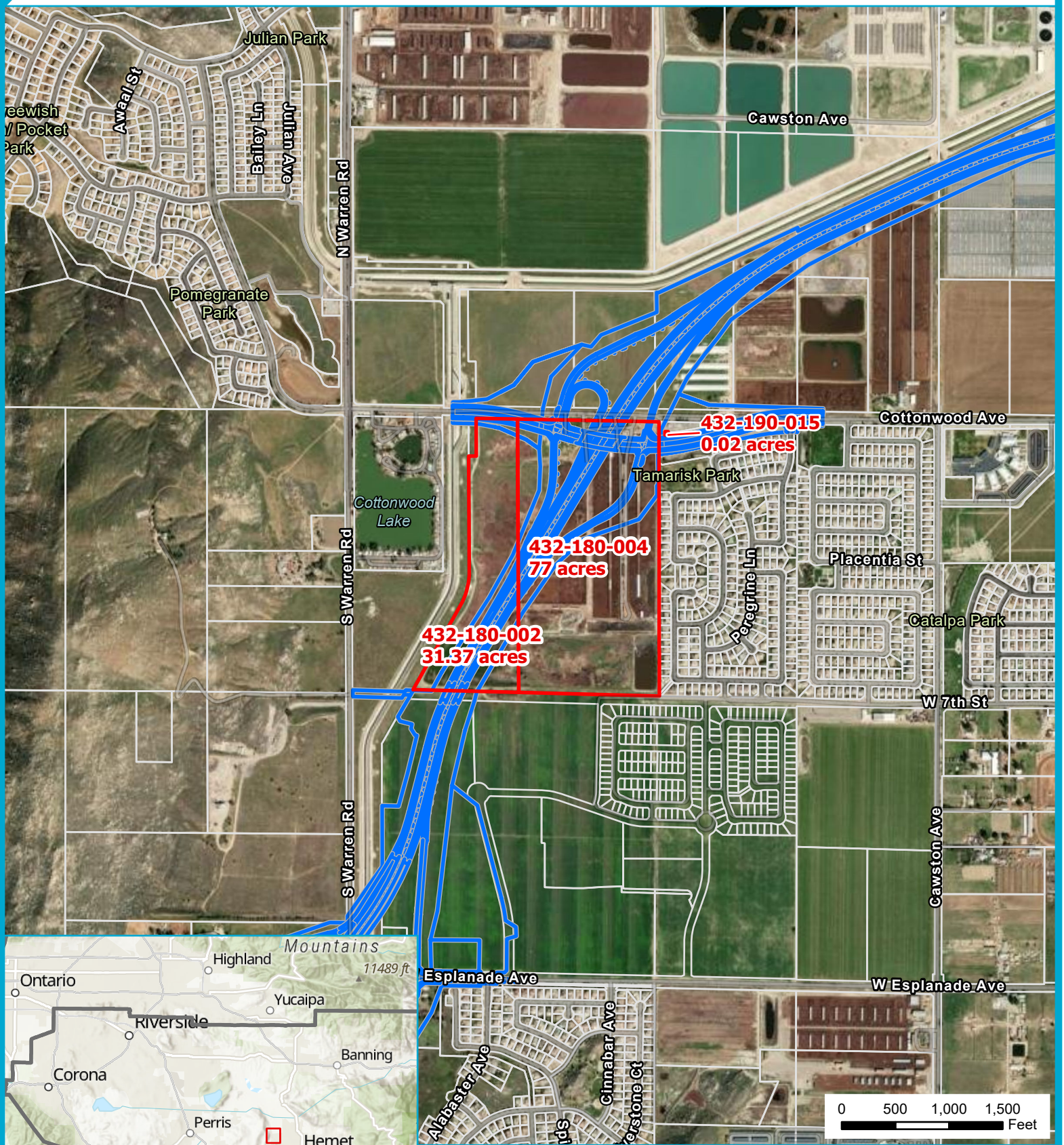
Staff estimate the costs to be approximately $18,200,000 with an anticipated expenditure in the upcoming fiscal year(s).

Financial Information						
In Fiscal Year Budget:	N/A	Year:	FY 2026/2027+	Amount:	$18,200,000	
Source of Funds:	TUMF Regional Arterials			Budget Adjustment:		No
GL/Project Accounting No.:	005147 81401 00000 0000 210 72 81401					
Fiscal Procedures Approved:				Date:	11/26/2025	

Attachment: Exhibit for APN(s): 432-180-002, 432-180-004 and 432-190-015

APNs 432-180-002, 432-180-004, 432-190-015

Date Saved: 12/2/2025



Select Parcels | SR79 Realignment | Parcel Lines

Path: G:\RCTC\Misc. Requests\Monica\SR79BoardMap\SR79BoardMap.aprx

AGENDA ITEM 6H

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	December 10, 2025
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Joie Edles Yanez, Senior Capital Projects Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Mead Valley Metrolink Station/Mobility Hub Project - Southern California Regional Rail Authority Cooperative Agreement for Project Support Services

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Approve Cooperative Agreement No. 25-33-115-00 to Southern California Regional Rail Authority (SCRRA) for project support services on the Mead Valley Metrolink Station/Mobility Hub Project in an amount of $578,220, plus a contingency amount of $171,780 for a total amount not to exceed $750,000;
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission;
3) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
4) Authorize the Executive Director to make changes between fund types within the total amount approved by the Commission to facilitate the most efficient use of funds.

BACKGROUND INFORMATION:

The Commission, with the cooperation of SCRRA, has been working over the past several years to seek funding for various projects within the Perris Valley Line (PVL) corridor. These infrastructure improvement projects would allow for enhanced reliability and expanded bi-directional, peak period service to work towards the goal of 30-minute service frequencies.

As a result of this combined effort, RCTC has been awarded $40,500,000 in SB-125 Transit and Intercity Rail Capital Program (TIRCP) funds, along with $10,000,000 in State Transit Assistance (STA) and RCTC Measure A Funds, for a total of $50,500,000 for the design and construction of the Mead Valley Metrolink Station/Mobility Hub Project (Project). The Project is a new rail station proposed between the existing Moreno Valley/March Field and Perris Downtown Stations, from Milepost (MP) 78.78 to MP 78.96 for the unincorporated Mead Valley community in Riverside County to accommodate expected population growth and support the full build out of the PVL.

Mead Valley Metrolink Station/Mobility Hub Project

The scope of work includes the construction of two (2) 680-foot side boarding platforms with standard passenger amenities, a parking lot with an adjacent plaza and bus turnaround, a platform approach, an at-grade pedestrian crossing, communication and signal infrastructure, utility installations, enhancements along Dree Circle (the existing access road), and additional station facilities.

The Project aims to enhance transportation options for an underserved area by establishing a multimodal mobility hub that integrates commuter rail, bus transit, and local services. The proposed station will also support future transit-oriented development opportunities and complement the existing Mead Valley Marketplace food truck vending area. Located on Commission-owned property adjacent to the PVL rail corridor, the Project is anticipated to have minimal environmental impacts and benefit from an expedited project delivery schedule.

The new station was originally included in the PVL design up to the 30 percent design stage but was not constructed due to funding constraints. Although it was analyzed in the final environmental document for the PVL project, it was not advanced for clearance.

The Project site is located in the southwest quadrant of the Interstate 215/Cajalco Expressway Interchange, accessed via Dree Circle. The site is bounded by Cajalco Expressway to the north, the 91/PVL Corridor to the east, Harvill Avenue to the west, and the Harvill Industrial Center (19334 Harvill Avenue) to the south, as shown in Attachment 1, Project Location Map.

Project Approach

Staff is utilizing the Commission's Rail On-Call Design Agreement No. 24-33-097-00 to perform the environmental and design of the Project. On April 21, 2025, a Request for Task Order Proposal was submitted to the Rail On-Call Design consultants. Staff evaluated the proposals found Moffat and Nichol to be the highest ranked firm meeting the task order requirements. Staff is issuing the Task Order and Notice to Proceed (NTP) to Moffat and Nichol fall of 2025. Staff anticipate environmental and design to complete and construction to begin in 2028 with construction concluding in 2030.

SCRRA Cooperative Agreement for Project Support Services

As part of project development, the Commission and SCRRA will need to work collaboratively on the environmental and final design for the project. The Commission is entering into a cooperative agreement with SCRRA that defines each party's roles and responsibilities for project support services.

The Commission will be the lead agency for the environmental and design phase of the Project, and SCRRA will provide the following project support services:

1) Design review;
2) Right of Entry (ROE) agreement/permit processing and support;
3) SCRRA communications & signals cable marking;
4) SCRRA safety training; and
5) Flagging protection.

Staff recommends approval of Cooperative Agreement No. 25-33-115-00 with SCRRA in the amount of $578,220, plus a contingency amount of $171,780 for a total amount not to exceed $750,000. Staff is recommending a larger contingency for this agreement, roughly 30 percent, due to recent cost increases on similar SCRRA projects.

For reference, the Double Track project agreement increased from $488,400 to $1,088,400, while the South Perris project agreement totaled $500,000. At $578,220 plus a 30 percent contingency (total $750,000), this agreement falls between those two projects in terms of cost. The larger contingency provides flexibility to manage cost escalations seen in recent years. Staff considers this appropriate given the project's scope includes a completely new station not just an expansion of an existing station like South Perris and additionally covers environmental phase, not just design.

FISCAL IMPACT:

The SCRRA cooperative agreement for project support services will be funded by STA Funds as shown in Table 1 below.

Table 1 - Funding Source Breakdown & Expenditure Schedule

	Item	FY 2025/26	FY 2026/27+	Dollar Amount	Fund Source
1	SCRRA Coop Agreement for Project Support Services + Contingency	$200,000	$550,000	$750,000	STA
	Total	**$200,000**	**$550,000**	**$750,000**	

Financial Information						
In Fiscal Year Budget:	Yes	Year:	FY 2025/26 FY 2026/27+	Amount:	$200,000 $550,000	
Source of Funds:	STA $750,000			Budget Adjustment:	No	
GL/Project Accounting No.:	Revenue: 003839 415 41510 0000 265 415 41501 0000 ($750,000) Expenditure: 003839 81110 00000 0000 265 33 81101 ($750,000)					
Fiscal Procedures Approved:				Date:	11/14/2025	

Attachments:
1) Project Location Map

2) SCRRA Cooperative Agreement for Project Support Services – Draft

Approved by the Western Riverside County Programs and Projects Committee on November 24, 2025
In Favor: 9 Abstain: 0 No: 0

Riverside - Hunter Park/ UCR Station
60
Riverside - Downtown Station
215
Riverside
91
60
Moreno Valley
Moreno Valley/ March Field Station
Riverside - La Sierra Station
215
Lake Perris
Mead Valley Metrolink Station
Perris
Lake Mathews
Perris - Downtown Station
74
Perris - South Station
74

COOPERATIVE AGREEMENT NO. C25-33-115-00

BETWEEN

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

FOR

MEAD VALLEY STATION/MOBILITY HUB PROJECT

THIS COOPERATIVE AGREEMENT (Agreement) is effective this _____ day of _____ 2025, by and between the Riverside County Transportation Commission, a public corporation of the State of California, 4080 Lemon St, Riverside, California 92501 (hereinafter referred to as "COMMISSION"), and the Southern California Regional Rail Authority, 900 Wilshire Blvd., Suite 1500, Los Angeles, California 90017, a joint powers authority (hereinafter referred to as "SCRRA"), which are individually referred to as "Party", and collectively referred to as "Parties".

RECITALS:

WHEREAS, SCRRA is a five-county joint powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain, administer, and operate the "METROLINK" commuter train system on railroad rights-of-way owned by the member agencies and through other shared use and joint operation agreements. The five-county member agencies are comprised of the following: Los Angeles County Metropolitan Transportation Authority (LACMTA), Ventura County Transportation Commission (VCTC), Orange County Transportation Authority (OCTA), San Bernardino County Transportation Authority (SBCTA), and Riverside County Transportation Commission (RCTC); and

WHEREAS, COMMISSION, as Riverside County's transportation agency and a member agency of METROLINK, and SCRRA wish to work together to define the roles and responsibilities for development of the Plans, Specifications, and Estimate (PS&E) for capital improvements to the Mead

DRAFT

Valley Station/Mobility Hub Project, to include two side boarding platforms with standard amenities, a parking lot with bus turnaround, an at-grade pedestrian crossing, communication and signal infrastructure, utility installations, enhancements along Dree Circle, and additional rail station facilities between the existing Moreno Valley/March Field and Perris Downtown Stations, from Milepost (MP) 78.78 to MP 78.96 (hereinafter referred to as "PROJECT"); and

WHEREAS, COMMISSION has secured funding for the PROJECT under the State Transit Assistance Program (STA) and Measure A Fund and intends to use both funding sources to reimburse SCRRA for the SERVICES; and

WHEREAS, COMMISSION agrees to be the lead agency on the design phase of the PROJECT; and

WHEREAS, COMMISSION agrees to pay SCRRA a total not to exceed amount of five hundred seventy eight thousand two hundred and twenty dollars ($578,220), for all work performed pursuant to Exhibit A – "SCRRA Scope of Services" (hereinafter referred to as "SERVICES"), attached hereto and incorporated herein by reference; and

WHEREAS, COMMISSION and SCRRA mutually agree the available funding to perform the SERVICES for the PROJECT shall be expended expeditiously in compliance with all federal and state requirements utilizing COMMISSION's Procurement Policies; and

NOW, THEREFORE, it is mutually understood and agreed by COMMISSION and SCRRA as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this Agreement between COMMISSION and SCRRA and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein.

B. COMMISSION's failure to insist on any instance(s) of SCRRA's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of COMMISSION's right to such performance or to future performance of such term(s) or condition(s), and SCRRA's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon COMMISSION except when specifically confirmed in writing by an authorized representative of COMMISSION by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

C. SCRRA's failure to insist on any instance(s) of COMMISSION's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of SCRRA's right to such performance or to future performance of such term(s) or condition(s), and COMMISSION's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon SCRRA except when specifically confirmed in writing by an authorized representative of SCRRA by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. SCOPE OF AGREEMENT

This Agreement specifies the roles and responsibilities of the Parties as they pertain to the subjects and projects addressed herein. Both COMMISSION and SCRRA agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements that may be required to facilitate purposes thereof.

ARTICLE 3. DELEGATED AUTHORITY

The actions required to be taken by SCRRA in the implementation of this Agreement are delegated to its Chief Executive Officer (CEO) or designee, and the actions required to be taken by COMMISSION in the implementation of this Agreement are delegated to its Executive Director or designee.

ARTICLE 4. RESPONSIBILITIES OF COMMISSION

COMMISSION agrees to the following responsibilities:

A. To be the lead agency for the design phase of the PROJECT and designate a Project Manager as its single point of contact to manage the PROJECT and coordinate with SCRRA for all SERVICES under this Agreement.

B. To comply and require its consultants/contractors, if applicable to comply with all applicable SCRRA standards, recommended practices, operating rules, and safety requirements, and to comply with all requirements of the SCRRA system configuration management program.

C. To provide timely notice to SCRRA of any obligation of COMMISSION under any grant, agreement, regulation, law or other requirements governing COMMISSION and affecting the work and to reimburse SCRRA for all costs incurred in furnishing any reports, studies, information, or other documentation as needed by COMMISSION to meet its obligations. COMMISSION shall provide SCRRA copies of all grants funding this AGREEMENT upon execution of the AGREEMENT, to the extent applicable.

D. To fund the SERVICES at its sole cost and expense, up to the not to exceed amount specified in Article 4E. Should SCRRA not complete the work identified in Exhibit A – SCRRA Services and Cost Estimate, or should SCRRA not meet the terms and conditions of this AGREEMENT, SCRRA will return to COMMISSION all unspent monies funded as part of the AGREEMENT within ninety (90) days of COMMISSION's written demand.

E. To agree to pay SCRRA a total not to exceed amount of five hundred seventy eight thousand two hundred and twenty dollars dollars ($578,220) for all work performed pursuant to Exhibit A and the follow provisions:

1. At completion of SERVICES, only actual costs up to the not to exceed amount will be paid to SCRRA for all worked performed pursuant to Exhibit A.

2. To review any proposed changes to the SERVICES and provide SCRRA with approval comments and/or objections in writing within seven (7) business days. As COMMISSION is responsible for advance approval of all SERVICES costs, and payment of

all SERVICES costs, SCRRA is not authorized to exceed the total not to exceed amount without prior COMMISSION written approval.

3. Notwithstanding the amount of any estimate for services by SCRRA, the COMMISSION agrees to reimburse SCRRA only for approved costs incurred by SCRRA up to the not to exceed amount in connection with the SERVICES including, but not limited to, actual costs of engineering review services, which shall include direct and authorized indirect overhead costs, as described below in ARTICLE 5, associated therewith.

4. COMMISSION agrees that if right-of-entry and/or flagging costs are required for any work related to the PROJECT, COMMISSION shall be responsible for all such costs in addition to those identified in Exhibit A.

F. COMMISSION shall conduct all its activities in association with the PROJECT in a good and competent manner and in compliance with all applicable federal, state and local rules and regulations, grant requirements and SCRRA's applicable standards, policies, practices and guidelines

ARTICLE 5. RESPONSIBILITIES OF SCRRA

SCRRA agrees to the following responsibilities for SERVICES:

A. To designate a Project Manager as the point of contact for coordination issues through completion of the Project. The designated Project Manager shall be an SCRRA employee or consultant who has delegated authority to act on the behalf of and make decisions for SCRRA.

B. To have an SCRRA employee present at all Project Delivery Team (PDT) meetings for the duration of the Project who has delegated authority to act on the behalf of and make decisions for SCRRA.

C. To provide SERVICES through completion at a cost, up to the not to exceed amount of five hundred seventy eight thousand two hundred and twenty dollars ($578,220), in accordance with Exhibit A. SCRRA shall not be responsible for completion of any

SERVICES in excess of the foregoing sum.

D. To review documents for work or improvements within areas of the rail right-of-way and adjacent areas containing station elements which are subject to SCRRA review, such as wayfinding signage, off-platform amenities (information kiosks, display cases and ticket vending devices), and station communication infrastructure, ensuring compliance with SCRRA design standards, specifications, and criteria. Exhibit B, attached to this Agreement and incorporated herein by reference, sets forth the limits of the Project designated for SCRRA review.

E. To provide review and approval of Right-of-Entry (ROE) Agreements using the services of RailPros through the Metrolink Permitting Portal. The application, construction submittal, and ROE Agreement process shall comply with the process timeline specified in the published SCRRA Right of Way Encroachment Process.

F. To identify all designated review staff responsible for PROJECT approval and ensure the distribution of requests, related documents, and plan reviews to the appropriate personnel at each submittal milestone.

G. To provide review and responses to all requests from COMMISSION within four (4) weeks for Concept Plans, 30% design submittals, 60% design submittals, 90% design submittals, 100% design submittals, Issued for Bid (IFB) design submittals, design exception requests, and related documents.

H. If SCRRA uses SCRRA labor to accomplish PROJECT or services under PROJECT, SCRRA may utilize its current approved indirect cost rate when seeking reimbursement from COMMISSION. SCRRA will provide RCTC the rates in a separate letter as soon as they are available. If the rates are updated within 30 days of approval, SCRRA must reconcile its billings for any over or under-recovery of indirect costs previously billed to and reimbursed by RCTC using any provisional rates. Interest may not be claimed on any potential underpayments.

I. To submit an invoice to COMMISSION for twenty five percent (25%) of total estimated costs associated with the PROJECT within thirty (30) days of the execution of this AGREEMENT and thereafter to submit monthly invoices to RCTC. Following completion of PROJECT, SCRRA shall submit the final invoice to COMMISSION detailing PROJECT expenses. SCRRA must submit monthly and final invoices for all work performed to COMMISSION's Accounts Payable office. Each SCRRA invoice shall include the following information:

1. Agreement Number C25-33-115-00;
2. SCRRA Project Number;
3. The time period covered by the invoice;
4. Work breakdown structure and billings by task per period;
5. Progress Report, which includes a detailed description of the services performed;
6. Such other information as requested by COMMISSION.

J. To submit for COMMISSION's review and approval, changes to the SERVICES costs within seven (7) days of identifying change.

K. To notify the COMMISSION's Project Manager, in writing, when seventy-five (75%) of the deposited funds have been exhausted or total budgets for individual tasks have exceeded earned value and include an estimate of what, if any, additional funds are estimated to be needed to complete the SERVICES contemplated under this AGREEMENT.

L. Within one hundred eighty (180) days from completion of SERVICES and payment of all vendor and contractor invoices and retention, SCRRA will reimburse the COMMISSION for any unused funds along with a final progress report, including final expenditures.

M. SCRRA shall conduct all its activities in association with the PROJECT in a good and competent manner and in compliance with all applicable federal, state and local rules, grant requirements and regulations and SCRRA's standards, policies, practices and

guidelines.

ARTICLE 6. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, COMMISSION and SCRRA mutually agree that RCTC's maximum cumulative payment obligation hereunder shall be five hundred seventy eight thousand two hundred and twenty dollars ($578,220), unless agreed to and amended by both Parties.

ARTICLE 7. AUDIT AND INSPECTION

SCRRA shall maintain a complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, SCRRA shall permit the authorized representatives of COMMISSION, Caltrans, the California State Transportation Agency (CalSTA), any other State agency, or their designees to inspect, copy, and audit all work, materials, payroll, books, accounts and other data and records of SCRRA for a period of four (4) years after final payment, or until any on-going audit is completed. If the grant requires a longer retention period, SCRRA shall retain the foregoing records for the period required by the grant. For purposes of audits, the date of completion of this AGREEMENT shall be the date of SCRRA's final billing (so noted on the invoice) under this AGREEMENT.

ARTICLE 8. INDEMNIFICATION

A. SCRRA shall indemnify and hold harmless COMMISSION, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to property to the extent caused by the negligent acts, omissions or willful misconduct of SCRRA, its officers, directors, employees, contractors or agents in the performance of this Agreement.

B. COMMISSION shall indemnify, defend and hold harmless SCRRA, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily

injuries, including death, worker's compensation subrogation claims, damage to property to the extent caused by the negligent acts, omissions or willful misconduct by COMMISSION, its officers, directors, employees, contractors or agents in connection with or arising out of the performance of this Agreement.

ARTICLE 9. ADDITIONAL PROVISIONS:

The COMMISSION and SCRRA agree to the following mutual responsibilities:

A. Term of Agreement: This Agreement shall continue in full force and effect through ***August 31, 2028 for the performance period and billing deadline 6 months thereafter***, unless terminated earlier by mutual written consent by both Parties.

B. Termination: In the event either Party defaults in the performance of their obligations, under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party.

C. Termination for Convenience: Either Party may terminate this Agreement by providing thirty (30) days written notice of its intent to terminate for convenience to the other Party.

D. Effect of Termination: Notwithstanding any termination of this Agreement, COMMISSION shall reimburse SCRRA for actual eligible costs incurred in accordance with this Agreement up to the effective date of termination, or as appropriate, SCRRA shall refund any unspent portion of the deposit to COMMISSION.

E. Compliance: COMMISSION and SCRRA shall comply with all applicable federal, state, and local laws, statutes, ordinances, grant requirements, and regulations of any governmental authority having jurisdiction over the PROJECT.

F. Legal Authority: COMMISSION and SCRRA hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

G. Amendments: This Agreement may be amended in writing at any time by the mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing by both Parties.

H. Severability: If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

I. Counterparts of Agreement; Facsimile and Electronic Signatures: This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures, including signatures transmitted via electronic mail, will be permitted, and shall have the same force and effect as original signatures. This Agreement may be signed using electronic signatures.

J. Assignment: Neither this Agreement, nor any of the Parties rights, obligations, duties, nor authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

K. Obligations To Comply with Law: Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under the terms, in amounts, or for purposes other than as authorized by local, state or federal law.

L. Governing Law: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern hereunder. Venue shall be in Riverside County.

M. Litigation Fees: Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing Party.

N. Notices: Any notices, requests or demands made between the Parties pursuant to this Agreement are to be directed as followed:

To SCRRA:	To COMMISSION:
Southern California Regional Rail Authority	Riverside County Transportation Commission
2558 Supply Street, Bldg. A	4080 Lemon Street
Pomona, CA 91767	Riverside, CA 92501
Attention: Justin Fornelli	Attention: Erik Galloway
Chief, Program Delivery	Project Delivery Director
Tel: (909) 593-4291	Tel: (951) 787-4015
Email: fornellij@scrra.net	Email: egalloway@rctc.org

O. Force Majeure: Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other Party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

This Agreement shall be made effective upon execution by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement No. C-25-33-115-00 to be executed on the date first written above.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY	**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**
By: _____	By: _____
Darren M. Kettle Chief Executive Officer	Aaron Hake Executive Director
APPROVED AS TO FORM:	**APPROVED AS TO FORM:**
By: _____	By: _____
Don O. Del Rio General Counsel	General Counsel

Exhibits:

EXHIBIT A SCRRA SCOPE OF SERVICE
EXHIBIT B SCRRA PROJECT REVIEW LIMITS

EXHIBIT A
SCRRA SCOPE OF SERVICES

Date	9/3/2025
SCRRA Project No.	TBD
Project Name	Mead Valley Metrolink Station
Schedule	SCRRA Support - 42 months (estimated)

NO.	ITEM	QUANTITY					UNIT	UNIT COST	TOTAL COST
		No. of Months	Meeting per Month	Hours	No. of Persons	Total			
	General Description of Services								
1.0	**Meetings**								
	a PDT Meetings (Virtual)	42	1	2	1.5	126	HR	$300.00	$37,800.00
	b Inter-Departmental and Focus Meetings	42	1	2	3	252	HR	$300.00	$75,600.00
	Sub-Total					**378**	**HR**		**$113,400.00**
2.0	**Project Management and Administration**								
	a Progress reports/Invoicing	42	1	2	1	84	HR	$300.00	$25,200.00
	b General PM Work	42	1	4	1	168	HR	$300.00	$50,400.00
	Sub-Total					**252**	**HR**		**$75,600.00**
3.0	**Document Review/Design Support**								
	a Review Design Documents								
	5% Design			12	3	36	HR	$300.00	$10,800.00
	30% Design			12	3	36	HR	$300.00	$10,800.00
	65% Design			12	3	36	HR	$300.00	$10,800.00
	90% Design			12	2.5	30	HR	$300.00	$9,000.00
	100% Design			12	2	24	HR	$300.00	$7,200.00
	Final			12	2	24	HR	$300.00	$7,200.00
	b SCRRA On-Call Consultant Support						LS	$150,000.00	$150,000.00
	c CPUC/GO88-B Support			48	3	144	HR	$300.00	$43,200.00
	d Site Visits/Field Meetings	1	1	48	3	144	HR	$300.00	$43,200.00
	Sub-Total					**402**	**HR**		**$292,200.00**
4.0	**Right of Entry**								
	a Administrative/Application Review Fees					0	LS	$2,000.00	$0.00
	b Standard Plan Review					0	LS	$2,500.00	$0.00
	c Flagging					0	LS	$1,750.00	$0.00
	d Safety Training					0	EA	$1,500.00	$0.00
	e Signal Cable Marking					0	EA	$2,000.00	$0.00
	f Contingency					0	LS	$5,000.00	$0.00
	Sub-Total								**$0.00**
5.0	**Funding Agreement Development (Construction)**								
	a Construction and Maintenance Agreement Development			24	3	72	HR	$300.00	$21,600.00
	Sub-Total					**72**	**HR**		**$21,600.00**
	Sub-Total								**$502,800.00**
	Contingency							15%	**$75,420.00**
	TOTAL ESTIMATED COST								**$578,220.00**

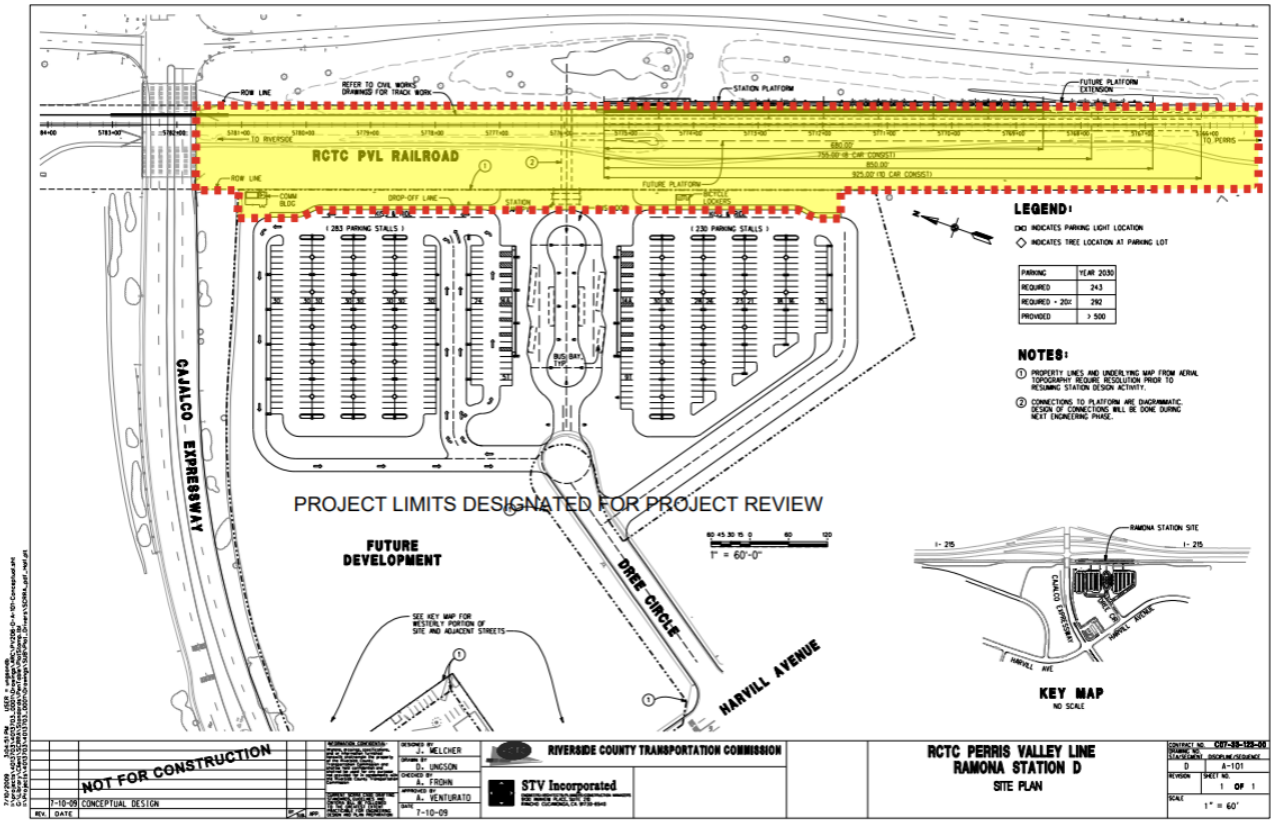
Notes:

The cost of the SCRRA services shown is an estimate only and SCRRA will be reimbursed on the basis of actual costs and expenses.

SCRRA to be reimbursed for the actual costs and expenses incurred by SCRRA and its contractors/consultants for all services and work performed in connection with this project, including an allocated overhead representing SCRRA's costs for administration and management.

EXHIBIT "B"
SCRRA PROJECT REVIEW LIMITS

PROJECT LIMITS DESIGNATED FOR SCRRA REVIEW



AGENDA ITEM 6I

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	December 10, 2025
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Chris Garza, Senior Management Analyst Planning and Programming Jillian Guizado, Planning and Programming Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Amendment No. 2 to the Agreement with County of Riverside to Fund the Project Approval and Environmental Document Phase of the Interstate 215/Ethanac Road Interchange

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Approve Amendment No. 2 to Agreement No. 16-31-102-00 with the County of Riverside (County) to utilize the remaining balance of $344,062 from the 2009 Measure A Western County New Corridors (MANC) Program funds from the original agreement for the Project Approval/Environmental Document (PA/ED) phase of the Interstate 215/Ethanac Road Interchange (Ethanac Interchange); and
2) Authorize the Executive Director, pursuant to legal counsel review, to execute the amendment on behalf of the Commission.

BACKGROUND INFORMATION:

At its November 2014 meeting, the Commission approved $2 million in 2009 Measure A Western County New Corridors Program (MANC) funds for a Project Study Report Equivalent (PSRE) corridor study along State Route 74/Ethanac Road, jointly requested by the County of Riverside and the cities of Lake Elsinore, Menifee, and Perris (Cities). The PSRE aimed to evaluate a direct east-west route between Antelope Road and SR-74, including a new connection to I-15 via Nichols Road (in its entirety known as the Ethanac Expressway). In February 2017, Agreement No. 16-31-102-00 was executed, with the County and Cities contributing $1 million toward the estimated $3 million cost of the PSRE. The resulting PSRE prepared by Michael Baker International (MBI) identified nine study segments (Attachment 1), with the Ethanac Interchange as a top priority.

At its May 2021 meeting, the Commission approved a request from the County to utilize $1,056,630 in remaining MANC funds from the completed PSRE to prepare a Project Study Report

– Project Development Study (PSR-PDS) for the Ethanac Interchange under the existing MBI contract.

DISCUSSION:

On October 10, 2025, the County notified the Commission of cost savings from the PSR-PDS work and requested to use the remaining balance of $344,062 in MANC funds to prepare the PA/ED for the Ethanac Interchange (Attachment 2). The Ethanac Interchange lies within the jurisdictional limits of the city of Perris. Both the City and County wish to advance the project to the PA/ED phase, with the County serving as the lead agency. The County requests to apply the remaining MANC funds toward PA/ED efforts, which will support environmental clearance, scope refinement, and identification of a preferred alternative. The city of Perris has committed $5 million in Transportation Uniform Mitigation Fee (TUMF) Zone funding from the Western Riverside Council of Governments and will enter into a cooperative agreement with the County to define roles and responsibilities.

Staff supports the County's request to reallocate the remaining $344,062 in MANC funds from the PSR-PDS phase to the PA/ED phase for the Ethanac Interchange and recommends approval of Amendment No. 2 to Agreement No. 16-31-102-00 (Attachment 3).

FISCAL IMPACT:

Due to the balance of the existing agreement for the Ethanac Interchange PSR-PDS already have been included in the Fiscal Year 2025/26 budget, there is sufficient budget to cover the County's request. Any expenditure continuing into FY 2026/27 will be included in next year's budget.

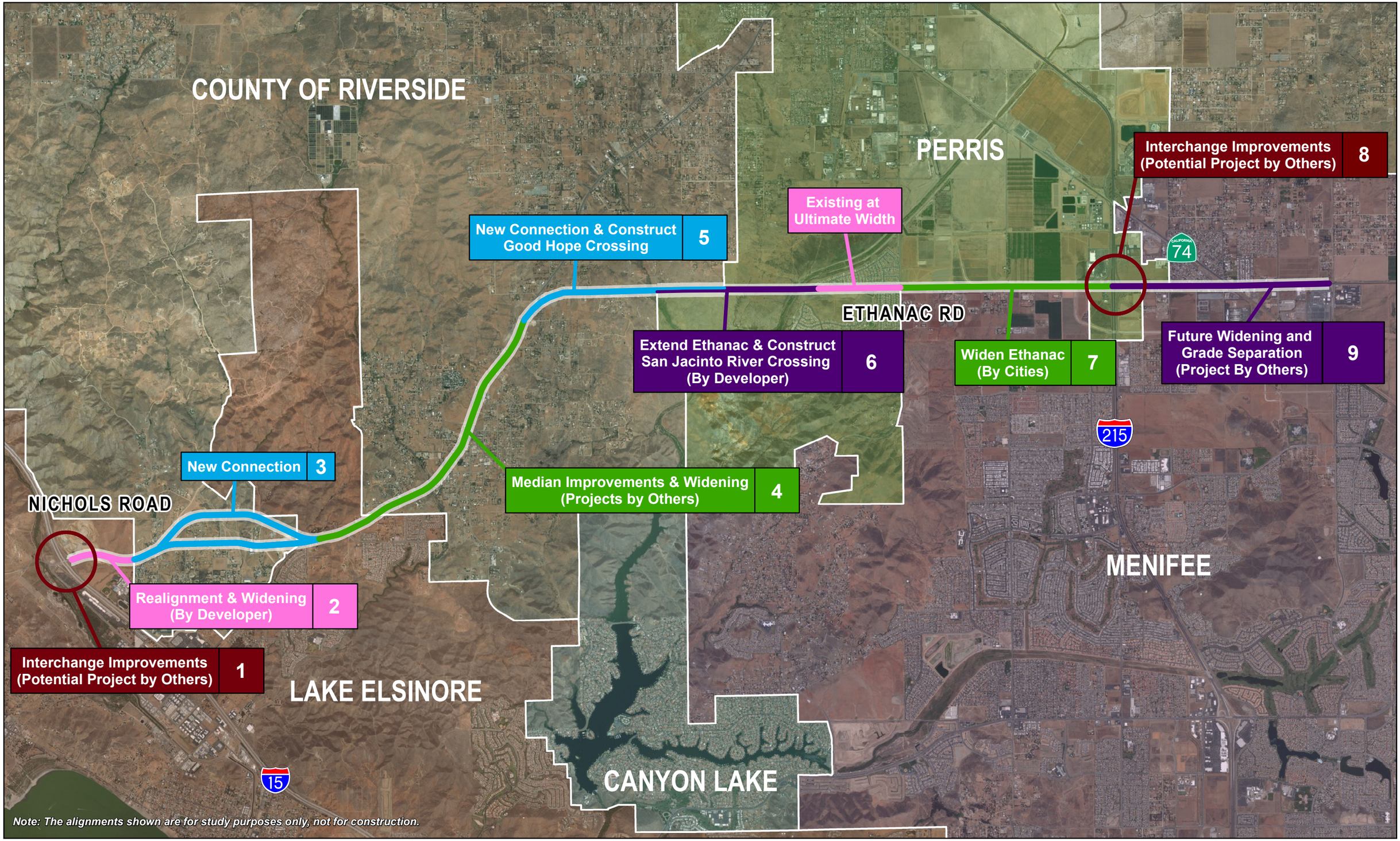
Financial Information						
In Fiscal Year Budget:	Yes	Year:	FY 2025/26 FY 2026/27	Amount:	$155,000 $205,114	
Source of Funds:	2009 Measure A Western County New Corridors Program Funds			Budget Adjustment:		No
GL/Project Accounting No.:	615133 81110 00000 0000 261 31 81110					
Fiscal Procedures Approved:				Date:	11/14/2025	

Attachments:

1) Ethanac Expressway Nine Study Segments Map
2) County funding request letter for PA/ED phase dated October 10, 2025
3) Draft Amendment No. 16-31-102-02

Approved by the Western Riverside County Programs and Projects Committee on November 24, 2025

In Favor: 9 Abstain: 0 No: 0



0 1 2 Miles

Source: Esri World Imagery, County of Riverside

ETHANAC EXPRESSWAY

Project Segments

COUNTY OF RIVERSIDE
TRANSPORTATION AND LAND MANAGEMENT AGENCY

Dennis Acuna, P. E., T. E.
Director of Transportation

Hector Davila, P.E.
Deputy for Transportation/Capital Projects

Russell Williams
Deputy for Transportation/Planning and Development

Transportation Department

October 10, 2025

Riverside County Transportation Commission
Attn: Jillian Guizado, Planning & Programming Manager
4080 Lemon St, 3rd Floor
Riverside, CA 92501

RE: Request for use of Remaining Ethanac Road Corridor Study Funds for Project Approval and Environmental Document (PA&ED) for the I-215 / Ethanac Road Interchange Improvements Project

Dear Ms. Guizado,

The County of Riverside Transportation Department (COUNTY) in a letter dated March 4, 2021, previously requested to utilize the remaining available balance of $1,056,630 from the Ethanac Road Corridor Study to fund the Project Study Report – Project Development Study (PSR-PDS) project initiation documents for the I-215 / Ethanac Road Interchange. The Ethanac Corridor Study identified the I-215 / Ethanac Road Interchange as a priority and an engineering services agreement between the COUNTY and Michael Baker International was executed on June 7, 2022 to prepare the PSR-PDS and was completed on October 14, 2024. From the remaining balance, **$712,568.00** was expended to complete the PSR-PDS leaving a remaining balance of **$344,062.00**.

The I-215 / Ethanac Road Interchange is within the jurisdictional limits of the City of Perris (CITY). Both CITY and COUNTY desire to advance the project to the Project Approval and Environmental Document (PA&ED) phase and designate the COUNTY as the lead agency. The COUNTY respectfully requests to utilize the remaining balance of **$344,062.00** towards the PA&ED phase for the I-215 / Ethanac Road Interchange project. The funding will contribute towards establishing the environmental clearance, scope, and preferred alternative for the project as required by PA&ED phase.

Additionally, the CITY has committed to contributing **$5,000,000** of TUMF funding toward the PA&ED phase. The CITY and COUNTY will be entering into a cooperative agreement outlining the roles and responsibilities of each agency including funding requirements.

Feel free to contact Azan Junaid, I-215 / Ethanac Road Interchange Project Manager, at (951) 955-6781 or ajunaid@rivco.org for more information.

Sincerely,

Dennis Acuna
Director of Transportation

Agreement No. 16-31-102-02

AMENDMENT NO. 2 TO THE AGREEMENT WITH THE COUNTY OF RIVERSIDE FOR THE FUNDING OF MEASURE A WESTERN COUNTY NEW CORRIDORS IMPROVEMENT STUDY OF THE ETHANAC ROAD/SR-74/NICHOLS ROAD CORRIDOR PROJECT

1. Parties and Date.

1.1 This Amendment No. 2 to the Agreement is executed and entered into this ____ day of _____, 2026, by and between the Riverside County Transportation Commission ("RCTC") and the County of Riverside ("County"). RCTC and County are sometimes collectively referred to herein as the "Parties".

2. Recitals.

2.1 RCTC and the County have entered into an agreement entitled "Agreement with the County of Riverside for the Funding of Measure A Western County New Corridors Improvement Study of the Ethanac Road/SR-74/Nichols Road Corridor Project" dated February 13, 2017 ("Master Agreement").

2.2 The Master Agreement established the County as the lead agency for the preparation of the Project Study Report ("PSR") equivalent document for the Ethanac Road/State Route 74 (SR-74)/Nichols Road Corridor ("Corridor") project to be funded with $2,000,000 in Measure A Western County New Corridors funds ("New Corridors Funds") allocated by RCTC.

2.3 The County completed the PSR equivalent document for the Corridor in September 2020, utilizing approximately $958,284 of the New Corridors Funds allocated by RCTC.

2.4 In a letter dated March 4, 2021, the County requested that RCTC allow it to use the remaining $1,041,716 of the New Corridors Funds allocated for the PSR equivalent document for the Corridor to prepare a Project Study Report – Project Development Study (PSR-PDS) document for the Interstate 215 (I-215) / Ethanac Road Interchange, which is one of the top priority phases identified in the PSR equivalent document for the Corridor, for which the County will be the lead agency.

2.5 Amendment No. 1 memorialized that the County would use the remaining New Corridors Funds to prepare a PSR-PDS for the I-215 / Ethanac Road Interchange, and to include the PSR-PDS for the I-215 / Ethanac Road Interchange as work under the Master Agreement.

2.6 The County completed the PSR-PDS for the Corridor in October 2024, utilizing approximately $712,568 of the New Corridors Funds allocated by RCTC.

2.7 In a letter dated October 10, 2025, the County requested that RCTC allow it to use the remaining $344,062 of the New Corridors Funds allocated for the PSR-PDS to prepare a Project Approval – Environmental Document (PA/ED) for the Interstate 215 (I-215) / Ethanac Road Interchange.

2.8 The parties now desire, pursuant to this Amendment No. 2, to memorialize that the County would use the remaining New Corridors Funds to prepare a PA/ED for the I-215 / Ethanac Road Interchange, and to include the PA/ED for the I-215 / Ethanac Road Interchange as work under the Master Agreement. The scope of work, funding, and timetable for the PA/ED for the I-215 / Ethanac Road Interchange is set forth in Exhibit "A-1" of this Amendment No. 2.

3. Terms.

3.1 Capitalized terms used in the Master Agreement and not otherwise defined in this Amendment No. 1 shall have the meanings as set forth in the Master Agreement.

3.2 The first sentence of Section 3.1, Description of Work, of the Master Agreement shall be amended as follows:

"This Agreement is intended to distribute New Corridors Funds to the County for the project study report equivalent document for the Corridor and the project study report equivalent document for the I-215 / Ethanac Road Interchange (the "Work")."

3.3 The addresses set forth in Section 3.24, Notification, of the Master Agreement shall be amended as follows:

County of Riverside	**RCTC**
Transportation Department	Riverside County Transportation Commission
4080 Lemon St., 8th Floor	4080 Lemon St., 3rd Floor
Riverside, CA 92501	Mailing address: P.O. Box 12008
	Riverside, CA 92502-2208
ATTN: Director of Transportation	ATTN: Executive Director

3.4 The funding table in Exhibit "A" of the Master Agreement shall be amended as follows:

FUNDING:

PHASE	New Corridors Fund	LOCAL	STATE/FEDERAL	TOTAL
PA/ED	$344,062	$5,000,000	$0	$5,344,062

3.5 Exhibit “A-1” shall be added to the Master Agreement as attached hereto and incorporated herein. Any reference in the Master Agreement to Exhibit “A” shall also include reference to Exhibit “A-1.”

3.6 This Amendment No. 2 is in all respects governed by California law and venue for any dispute shall be in Riverside County.

3.7 The recitals set forth above are true and correct and are incorporated by reference into this Amendment No. 2 as though fully set forth herein.

3.8 Except as amended by this Amendment No. 2, all provisions of the Master Agreement, including without limitation the indemnity provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 2.

3.9 This Amendment No. 2 may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Amendment No. 2 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment No. 2. The parties further agree that the electronic signatures of the parties included in this Amendment No. 2 are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signatures on following page]

DRAFT

SIGNATURE PAGE
TO
AMENDMENT NO. 2 TO THE AGREEMENT WITH THE COUNTY OF RIVERSIDE FOR THE FUNDING OF MEASURE A WESTERN COUNTY NEW CORRIDORS IMPROVEMENT STUDY OF THE ETHANAC ROAD/SR-74/NICHOLS ROAD CORRIDOR PROJECT

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 as of the date first set forth above.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Aaron Hake, Executive Director

APPROVED AS TO FORM:

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

COUNTY OF RIVERSIDE

By: _____
Dennis Acuna,
Director of Transportation

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

DRAFT

EXHIBIT "A-1"

SCOPE OF WORK,
FUNDING AND TIMETABLE

SCOPE OF WORK:
Complete the Project Approval and Environmental Document (PA&ED) phase for the I-215 / Ethanac Road Interchange. The PA&ED phase will perform related technical studies, determine the preferred alternative, and obtain approval of the required environmental document. The PA&ED phase is needed to continue to advance the design and implementation of the interchange improvements.

FUNDING:

PHASE	New Corridors Fund	LOCAL	STATE/FEDERAL	TOTAL
PA/ED	$344,062	$0	$0	$344,062

TIMETABLE:

Phase	Start Date	End Date	Comments
PA/ED	03/01/2026	09/01/2028	See below

Comments:

- An RFP for consultant services on the PA&ED phase is expected to be sent in November 2025 and the selected consultant is expected to be under contract in March 2026.
- The time to complete PA&ED has been assumed at about 24 months. PA&ED requires Caltrans approval with increasingly new requirements and changes. As a result, 6 months has been added conservatively to the completion schedule.
- A cooperative funding agreement with the City of Perris is expected to be approved in January 2026 designating the County as the lead agency for PA&ED and outlining the funding contribution of $5,000,000 from the City of Perris for PA&ED.

DRAFT

AGENDA ITEM 6J

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	December 10, 2025
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Lorelle Moe-Luna, Multimodal Services Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Project Updates Regarding Settlement Agreement Contributions Involving the World Logistics Center from the City of Moreno Valley and Highland Fairview for the Center for Environmental Research and Technology and the Community Translational Research Institute

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file a final report from the Center for Environmental Research and Technology (CERT) at the University of California, Riverside (UCR); and
2) Receive and file a final report from the Community Translational Research Institute (CTRI), a program of the Public Health Foundation Enterprises Inc., dba Heluna Health.

BACKGROUND INFORMATION:

In July 2016, the Commission, the County of Riverside (County), city of Moreno Valley (City), and Highland Fairview came to a settlement agreement in response to litigation involving the World Logistics Center for which Highland Fairview is the developer. The Commission and the County had filed suit challenging the environmental impact report in order to ensure adequate mitigation to address added impacts created by the World Logistics Center project. Additional lawsuits were filed by the South Coast Air Quality Management District and a number of environmental organizations.

One of the terms of the settlement agreement required that the City and Highland Fairview pay $100,000 each for logistics-related studies, for a combined total of $200,000. Of that, $100,000 was identified for truck and logistics-related studies to be conducted by UCR's CERT. The other $100,000 was identified for CTRI to be used for public health research and programs. The Commission was identified as the responsible party to manage the funds and award contracts to the identified recipients according to its regular accounting procedures. At its March 2023 Commission meeting, the Commission approved Agreement No. 23-67-042-00 with the University of California Regents for UCR's CERT project and Agreement No. 23-67-043-00 to Heluna Health for CTRI's public health project, to fulfill the obligations under the settlement.

Project Status Updates

A presentation will be made at the November 24, 2025 committee meeting by representatives of UCR's CERT and CTRI to provide status updates of their study and findings.

UCR CERT Health-Based Truck Route Assessment for the Cities of Riverside and Moreno Valley

CERT is part of the Bourns College of Engineering at UCR and is a recognized leader in environmental education addressing air quality, climate change, energy, and transportation. CERT proposed using the funding to conduct a *Health-Based Truck Route Assessment for the Cities of Riverside and Moreno Valley.* The objective of their study was to identify and evaluate alternative truck routes in the heavy-duty truck sector that could lower pollutant emissions in the cities of Riverside and Moreno Valley with poor air quality. The research consisted of three major components:

1) A review of relevant literature;
2) An assessment of air quality and human exposure assessment; and
3) An evaluation of alternative truck route scenarios using two case study areas in Riverside and Moreno Valley where large portions of both cities are classified as disadvantaged communities.

Human exposure in both cities was estimated by census block by combining population density data with modeled air pollution from nearby Heavy-Duty Diesel Truck traffic. This helped identify alternative truck routes which were evaluated using a simulation-based model to demonstrate their potential for reducing emissions and associated human exposure. In Riverside, three restriction scenarios were evaluated on Victoria, Brockton, and Magnolia Avenues. In Moreno Valley, Redlands Boulevard was evaluated as an additional new truck route. The findings in the report (Attachment 1) concluded that citywide average reductions in pollutant exposure were modest in the Riverside scenarios, and corridor-level improvements along Redlands Boulevard in Moreno Valley were significant in reducing pollutant exposure while maintaining goods movement efficiency.

CTRI Environmental Sources of Early Life adversity in Northwest Riverside County and Prevention and Remediation of their Adverse Behavioral Health Sequalae

CTRI is a program of Heluna Health, a non-profit, whose mission is to connect academic, governmental, and community organizations to stop preventable chronic diseases from emerging, translate research into community efforts to transform population health practice, and advocate for sustainable and effective policy changes. CTRI utilized the funding to study *Environmental Sources of Early Life Adversity in Northwest Riverside County and Prevention and Remediation of their Adverse Behavioral Health Sequalae.* The objectives of this research were fourfold:

1) Identify communities at high risk;
2) Screen residents for health outcomes and risk factors, including physical psychosocial, and neurocognitive dysfunctions potentially related to environmental disruptions;

3) Develop partnerships among health, social service, education, and other community organizations that might contribute to mitigating harm; and
4) Develop community embedded teams to deliver prevention and remediation services especially to marginalized and hard to reach youth and their families at risk for both physical and mental harm associated with adversity and implement community health services.

This research is an on-going program and funding from the settlement enabled CTRI to expand their community health screenings in the Northwest Riverside County communities (Objective 2), including Jurupa Valley and Eastvale south along Interstate 15 to Norco and Corona. Other health screenings were conducted in neighboring Los Angeles and San Bernardino counties and were supported by other grants. A total of 12 health screenings were conducted over a 10-month period with 153 participants. The health screenings covered physical, mental, and social determinants. The physical health screenings included blood pressure, height, weight, waist and hip circumference, and HbA1C blood tests; the mental health assessments covered depression, anxiety, stress, and Adverse Childhood Experiences (ACEs); and social determinants of health such as discrimination, housing, employment, and family incarceration were also assessed.

The final report (Attachment 2) summarizes the demographic, biological, mental health, and social determinants of the participants by county. Major findings for Riverside County participants concluded the following: the average age of the participants was 46 years old; about 13 percent were at risk for diabetes (HbA1C); 29 percent were considered obese, over 50 percent had high blood pressure; 16 percent were considered high risk for ACEs, 2 percent were high risk for depression; 7 percent were high risk for anxiety and stress; about 6 percent did not have housing; and 25 percent were unemployed.

The third and fourth objectives are on-going efforts to enhance community partnerships to refer high risk individuals to proper resources. The community partnerships that have been established thus far include various colleges and universities such as Chaffey College, West Coast University, Western University, and Claremont Graduate University, and other programs such as Inland Empire Health Plan (IEHP) to help participants overcome environmental obstacles for optimal health. More partnerships are expected to be developed as more grants are secured to provide services. Community embedded teams will also continue to be formed with the aim to deliver prevention and remediation services to marginalized and hard to reach youth and families at risk for both physical and mental harm associated with adversity.

FISCAL IMPACT:

There is no fiscal impact on this item.

Attachments:
1) Final Report, Health-Based Truck Route Assessment for the Cities of Riverside and Moreno Valley, UCR CERT, August 2025

2) Final Report, Environmental Sources of Early Life Adversity in Northwest Riverside County and Prevention and Remediation of Their Adverse Behavioral Health Sequelae, CTRI, September 2024

UCR College of Engineering- Center for Environmental Research & Technology

Health-Based Truck Route Assessment for the Cities of Riverside and Moreno Valley

FINAL REPORT

Prepared for:

Riverside County Transportation Commission

By:

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August 2025

Disclaimer

The statements and conclusions in this report are those of the authors and not necessarily those of the sponsors. The mention of commercial products, their source, or their use in connection with material reported herein is not to be construed as actual or implied endorsement of such products.

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Executive Summary

The cities of Riverside and Moreno Valley have long suffered from poor air quality, largely driven by diesel emissions from heavy-duty diesel trucks (HDDTs) operating around freight hubs such as warehouses and distribution centers. Nearby communities often experience elevated levels of nitrogen oxides (NOx) and fine particulate matter (PM2.5) concentration.

Alternative truck routes present a promising strategy to mitigate exposure to these harmful pollutants. While many cities currently designate truck routes based on traffic volume, roadway characteristics, and safety considerations, the air quality and health impacts of these designations are often overlooked. Given residents' concerns, this study conducts a health-based assessment of existing truck route networks to identify alternatives that could reduce emissions and associated health risks. The findings are intended to support improved truck route planning and provide guidance for regulatory agencies in developing policies or incentive programs to reduce air pollution in disadvantaged communities (DACs).

In this study, human exposure in each census block in the two cities was estimated by combining population density data with modeled air pollution from nearby HDDT traffic. Alternative truck routes were proposed to reduce pollutant emissions and associated exposures. The analysis indicates that these alternatives have the potential to lower air pollution levels and reduce the corresponding public health and environmental impacts. This executive summary highlights the results from the evaluation of truck route designations aimed at enhancing environmental sustainability and improving community health outcomes.

The research consists of three major components: 1) a review of relevant literature, 2) an assessment of air quality and human exposure assessment, and 3) an evaluation of alternative truck route scenarios. Two case study areas were selected–Riverside and Moreno Valley—where large portions of the both cities are classified as DACs.

Data Collection and Modeling of Truck Activities

To generate HDDT activities in the study area, we first obtained truck origin-destination (OD) data from the Southern California Association of Governments (SCAG), which are based on traffic analysis zones (TAZs). While these data provide a useful foundation, their spatial resolution is relatively coarse, particularly in industrial areas. To address this limitation, we incorporated large-scale, real-world truck activity data from a commercial telematics provider for the Inland Southern California region. Using these datasets, we developed a three-layer framework to generate truck-related trips tied to actual freight facilities: 1) SCAG TAZ-based OD pairs, which serve as the baseline truck demand, 2) refinement with telematics data by disaggregating trips into smaller zone-based events

within each TAZ to improve spatial resolution and better capture local truck activity, and 3) facility-level assignment by integrating truck-related facility locations from the California Employment Development Department (EDD) to identify precise trip origins and destinations.

In parallel, traveler activities were generated from American Community Survey (ACS) data using the Comprehensive Econometric Micro-simulator for Daily Activity-Travel Patterns (CEMDAP) [1], providing passenger travel demand as part of the background traffic. Both passenger and freight activities were then simulated using BEAM (Behavior, Energy, Autonomy, and Mobility) [2], a mesoscopic agent-based simulation platform that produces detailed passenger and freight daily activity trip schedules. Finally, this comprehensive traffic simulation—encompassing both passenger and freight flows—was validated against traffic measurement data from the Caltrans Performance Measurement System (PeMS) [3], ensuring consistency between modeled outputs and observed traffic conditions.

Air Quality and Human Exposure Assessment

The human exposure assessment followed a three-step process: 1) vehicle emissions estimation, 2) dispersion modeling, and 3) exposure calculation. To determine emissions, link-based traffic activities (e.g., average speed) and vehicle characteristics (e.g., type and model year) were required. Using detailed traffic statistics simulated by BEAM, we applied the EMission FACtor model (EMFAC), developed by the California Air Resources Board (CARB), to estimate emissions from both HDDTs and passenger cars across the study area. We then employed R-LINE, a research-grade dispersion model designed for near-roadway assessment, to estimate air pollutant concentrations at receptor locations. Micrometeorological inputs—including temperature, wind speed and direction, surface friction velocity, and Monin-Obukhov length—were obtained from the South Coast Air Quality Management District (SCAQMD) to represent the region's prevailing weather conditions.

Human exposure in this study is defined as the amount of pollutant inhaled by a population group at the block level, including sensitive subgroups. Populations at sensitive locations—such as schools, residences, and workplaces—were estimated using multiple data sources [4], [5]. Age-specific breathing rates were derived from the U.S. Environmental Protection Agency (EPA) Exposure Factors Handbook [6], while the California Office of Environmental Health Hazard Assessment (OEHHA)'s Technical Support Document on Exposure Assessment and Stochastic Analysis provided detailed breathing rate scenarios [7]. Reducing population exposure to traffic-related pollutants such as PM2.5 and NOx is critical, as these emissions are associated with elevated health risks for vulnerable groups—including children, older adults, and individuals with pre-existing medical conditions—as well as adverse outcomes for the broader population.

Truck Route Scenarios Evaluation

We conducted a modeling- and simulation-based evaluation of alternative truck route scenarios to demonstrate their potential for reducing emissions and associated human exposure. Two strategies were tested, reflecting the characteristics of the existing truck networks in the study area: 1) removing selected truck routes in Riverside, and 2) adding new truck routes in Moreno Valley.

In Riverside, three restriction scenarios were evaluated. Among them, the Victoria Avenue Restriction scenario showed strong performance across all metrics—including mobility, emissions, and human exposure. Since truck restrictions are already in place along Victoria Avenue (from La Sierra Avenue to University Avenue), this finding reinforces the benefits of the current policy. Similarly, the Brockton and Magnolia Avenue Restriction scenario reduced PM2.5 and NOx exposure to residential blocks by 1.57 % and 1.40 %, respectively.

Moreno Valley's designated truck route network is relatively compact, primarily serving major freight facilities. With rapid logistics growth, the city has experienced increasing congestion and truck traffic. To address this, Redlands Boulevard was evaluated as an additional truck route. Simulation results indicate that this route improves both mobility and environmental outcomes: truck carbon dioxide (CO2) emissions decreased by 5.14 %, PM2.5 by 6.43 %, and NO_x by 4.50 %. Heavy-duty truck VMT was also reduced by 5.28 % due to shorter trip distances. Moreover, community exposure to truck emissions fell by 0.91–3.30 %. Importantly, extending the simulation network confirmed that these strategies did not generate negative spillover effects in neighboring cities or across the broader region.

While citywide average reductions in pollutant exposure are modest, corridor-level improvements can be significant. For example, designating Redlands Boulevard as a truck route in Moreno Valley eliminates the population previously subject to high-impact exposure, while restricting trucks on Victoria Avenue in Riverside reduces the high-impact exposed population by nearly half. These results underscore the value of incorporating health-based considerations into truck route planning to deliver targeted benefits for the most affected communities.

Policy Implications

This study introduces a comprehensive framework for quantifying link-level emissions from HDDTs and assessing their impacts on both air quality and public health. By integrating traffic emission modeling with population exposure analysis, the framework provides actionable insights into how freight transportation choices affect environmental outcomes and community health. Unlike traditional approaches, it leverages real-world truck activity data to ensure accuracy in estimating emissions and exposure, thereby offering a reliable basis for evaluating alternative truck routes.

The findings demonstrate that well-designed truck route strategies can reduce pollutant exposure in vulnerable communities while maintaining—or even improving—mobility for freight operations. These results underscore the importance of incorporating health-based criteria into freight planning and highlight the potential for data-driven route design to achieve both efficiency and equity.

For policymakers, this framework offers a practical tool to inform sustainable freight policies and infrastructure investments. It supports the development of truck route networks that balance economic productivity with public health protection, helping agencies comply with mandates such as California's AB 617 while addressing environmental justice concerns. Moreover, the methodology is transferable, enabling its application in other cities—as well as regions—to evaluate new freight policies and ensure that future transportation planning prioritizes both operational efficiency and environmental responsibility.

1. Introduction

1.1. Background

The cities of Riverside and Moreno Valley have long been impacted by degraded air quality, partly driven by diesel emissions from freight-related sources, especially heavy-duty diesel trucks (HDDTs). These diesel emissions, including nitrogen oxides (NOx) and particulate matter (PM) emissions, are concentrated in and around freight hubs such as the port, railyards, and warehouses. As a result, communities that are close to freight hubs often experience elevated levels of diesel-related air pollution. With the growing logistics industry in the region, the amount of truck traffic and the associated air quality and health impacts are expected to get worse. These burdens are disproportionately affecting vulnerable populations, such as children and people with underlying medical conditions, especially in environmental justice and disadvantaged communities. According to California per Senate Bill 535, disadvantaged communities (DACs) are now specifically targeted for investments aimed at improving public health, quality of life, and economic opportunity of their residents per Assembly Bill 1550. Figure 1 shows the map of DACs in Southern California.

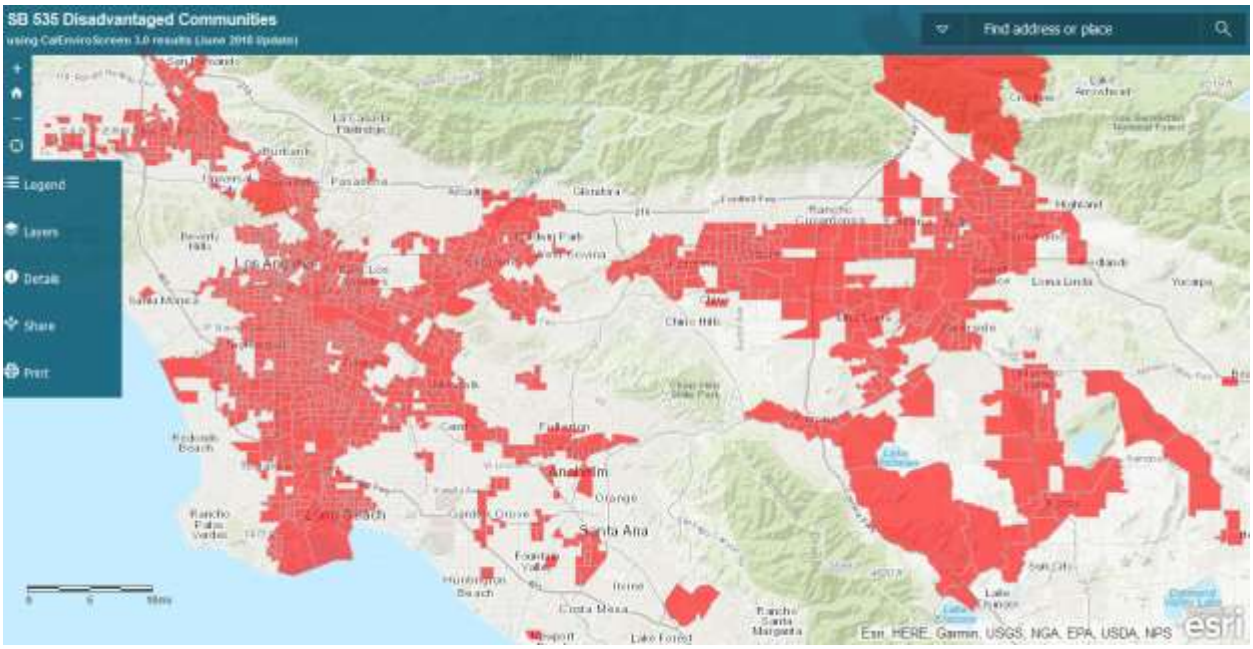


Figure 1. Map of disadvantaged communities in Southern California

While the levels of fine particles ($PM_{2.5}$) and nitrogen oxide (NO_x) have been decreasing in many areas of California, the disparity between the levels of $PM_{2.5}$ and NO_x in the most and the least DACs still persists. Thus, research is needed to identify and monitor sources of $PM_{2.5}$ and NO_x emission in DACs, as well as to develop strategies that can reduce exposure to traffic-related $PM_{2.5}$ and NO_x emission in those DACs.

Among all the potential approaches to mitigate the community-level impact of diesel emissions, alternative truck route emerges as a promising strategy for reducing exposure to harmful truck emissions. Today many cities with a significant amount of truck traffic have designated truck routes within their boundaries. Truck routes are usually chosen based on truck traffic volume, roadway characteristics (e.g., number of lanes, speed limit, connection to freeways), safety consideration, etc. Air quality and health impacts may not be explicitly accounted for. Given the concerns among residents about the health impacts of truck traffic in the region, it is proposed herein to conduct health-based assessment of the current truck routes designation in the cities of Riverside and Moreno Valley to see if any adjustments should be made.

1.2. Research Objectives

This research aims to conduct truck route assessment and identify alternative truck routes that can reduce emissions and health impacts to the Cities of Riverside and Moreno Valley. The findings will provide valuable insights to support the development of improved truck route designs and inform regulatory agencies in creating incentive programs or policies that minimize pollutant emissions in disadvantaged communities.

To achieve the research objective, the research team examined the potential for alternative truck route to reduce criteria pollutant and greenhouse gas emissions in DACs. The estimation of emission impacts was performed through modeling and simulation of selected alternative truck routes using activity-based traffic demand modeling data. The modeling and simulation of alternative truck routes was conducted for Riverside and Moreno Valley in California that are subject to high levels of exposure to pollutant emissions from HDDT as identified through CalEnviroScreen 3.0[1], and thus, are good candidates for alternative truck route strategies. The estimation of emission impacts was focused on NOx and $PM_{2.5}$ emissions as HDDTs are significant contributors of these emissions. NOx is also a precursor of tropospheric ozone and secondary PM, for which many areas in California are in nonattainment. The key principle of this research is to identify high-impact routes in the network and restrict heavy-duty diesel trucks from them, while balancing travel time, VMT, and total emissions, so that the human exposure and tailpipe emissions would be minimized through intelligent truck-route planning. Specifically, alternative truck route strategies can be designed to achieve the following objectives:

1. ***Tailpipe emissions reduction***: To reduce tailpipe emissions from the vehicles by alternative truck route strategy.

2. ***Air pollutant concentration reduction***: To reduce the level of air pollutant concentration in cities by taking into consideration how the tailpipe emissions disperse in the area. To achieve this objective, the vehicle's operation outside but upwind of the geofenced area will also need to be considered. The development and implementation of these strategies will involve the use of air dispersion

[1] https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30

modeling. The determination of the level of air pollutant concentration in cities will be based on one or more receptors located in the geofenced area.

3. ***Human exposure reduction***: To reduce the exposure of a target population to air pollutants from the vehicle. The target population may be all residents in the area or sensitive groups such as children, the elderly, and at-risk patients. To achieve this objective, these strategies will have to take into account the locations of sensitive sites (e.g., daycare centers, schools, hospitals) and space-time activity patterns of the target population in the target area, which may change throughout the day.

1.3. Report Organization

This report presents every aspect of the research activities that have been conducted during the course of the project. It is organized as follows:

- Chapter 2 reviews different emission mitigation strategies in more details, and summarizes available information on criteria pollutant and greenhouse gas emission reductions associated with the alternative truck route strategies.
- Chapter 3 describes the key model components in this truck route assessment, including truck demand generation, truck route digitalization, along with emissions and human exposure model that adopted for evaluation.
- Chapter 4 presents the simulation setup and simulation results of selected alternative truck route in Cities of Riverside and Moreno Valley.
- Chapter 5 discusses key findings and policy implications from the modeling and simulation results, suggests pathways toward implementation of the alternative truck route strategies, and recommends future research directions.

2. Review of Truck Emissions Mitigation Strategies

2.1. Heavy-Duty Diesel Trucks and Emissions Impact

Heavy-Duty Diesel Trucks, which are mainly used for freight transportation, are major contributors to nitrogen oxides and particulate matter emissions. Communities located near freight hubs, such as ports, railyards, and distribution centers, are disproportionately affected by these emissions, leading to higher pollutant exposure [8]. Over the last few decades, extensive health research has provided strong evidence linking diesel exhaust exposure to respiratory diseases, cardiovascular issues, and premature mortality [9].

To mitigate the impact of truck emissions and safeguard public health, regulatory agencies have implemented progressively stringent emission standards, leading to significant advancements in emission control technologies such as diesel particulate filters (DPFs) and selective catalytic reduction (SCR) [10]. Additionally, alternative fuel vehicle technologies, including compressed natural gas (CNG) and electric trucks, have emerged as viable solutions for reducing emissions from HDDTs [11], [12], [13]. Despite these advancements, the complete transition of the HDDT fleet to low-emission or zero-emission powertrains requires long-term investment and gradual fleet turnover, making it imperative to explore near-term strategies to mitigate the emissions of existing trucks and reduce their impact on local communities.

2.2. Routing Strategies for HDDTs

Truck route designation is a critical component of transportation planning, playing a vital role in reducing congestion, enhancing mobility, and minimizing costs associated with energy consumption and travel time. Moreover, it is essential for supporting the logistics industry and the local economy while also having significant concern for public health. Efficient freight operations reduce delivery times and lower fuel consumption. Moreover, optimizing delivery routes and parking reduces road network strain, which can lead to traffic bottlenecks, and lowering operational cost. COMI et al. developed a pre-trip planning strategy to optimize delivery routes based on real-time traffic and rerouting deliveries if conditions change due to traffic congestion, resulting in 66% reduction in delivery time [14]. Jula et al. introduces a stochastic traveling salesman problem with time windows (STSPTW) and proposes a dynamic programming-based methodology to optimize truck routes while meeting delivery time constraints [15]. Other factors are also considered in various studies to address the shortest path problem for truck, including parking availability [16], split pick-ups [17], and fuel savings [18].

In recent years, low emissions logistics has become the expected and desired goal in all fields of transportation. HDDTs are the primary contributor of emissions and air pollutants in inland transport. Efficient truck routing and scheduling can lower energy consumption,

pollutant emissions, and reduce travel time. Suzuki developed a truck routing strategy that minimizes the distance a delivery vehicle must travel with a heavy payload, resulting in 6.9% reduction in fuel savings [19]. Watling et al. optimized route choice by considering factors such as speed selection, stop locations and durations, and departure time choices [20].

Truck routing strategies significantly influence fuel consumption, emissions, and pollutant exposure. Different routing decisions for the same origin-destination (O-D) pair can lead to substantial disparities in travel efficiency and environmental impact [21], [22]. To mitigate these adverse impacts, researchers have explored and evaluated various sustainable truck route strategies. Qureshi et al. proposed a uniform ban on low-speed road links to effectively reduce emissions (3.5% reduction in NOx emissions) and improve traffic flow [23]. Karimipour et al. uses GIS-based route modeling and Fuel Consumption Rate calculations to compare optimized and regular routes for two different truck types: waste collection trucks and tree maintenance trucks in Blacktown City, Australia, indicating that optimized routing can lead to significant reductions in fuel use, emissions, and operational costs [24]. Broadly, eco-routing and low-exposure routing are the two main approaches for mitigating truck emissions and their impact on communities.

- ***Eco-Routing***: This strategy aims to minimize fuel consumption and emissions by optimizing routes based on factors such as road gradient, traffic congestion, and speed limits. In [25], researchers developed an eco-routing navigation system using real-time traffic data from vehicle sensors, probe vehicles, and PeMS data, specifically for freeway networks to enhance energy efficiency.

- ***Low-Exposure Routing (LER)***: Unlike eco-routing, low-exposure routing seeks to reduce air pollution exposure by either directing vulnerable road users toward cleaner paths or rerouting trucks to minimize emissions near populated areas. Similarly, a new vehicle routing method in [26] was developed to minimize pollutant exposure to surrounding communities, achieving 30-80% reductions in inhaled PM2.5 mass for susceptible populations.

2.3. Route Restrictions for HDDTs

Many municipalities have put heavy-duty truck restrictions in their jurisdictions to reduce congestion, reduce pollutant emissions, and protect public health. Kickhöfer et al. presented an agent-based modeling approach to price local air pollution exposure caused by road traffic, including truck, encouraging route shifting away from densely populated area [27]. A study in in São Paulo, Brazil evaluates the impact of truck restriction on air quality, showing that while truck bans significantly reduced NOx and PM10 emissions, they also led to increased traffic congestion from light vehicles, partially offsetting air quality improvements [28]. Time restriction also served as another strategy to mitigate local pollutant emissions [29], while other research argues that truck bans during peak hours increase overall congestion and CO emissions, highlighting the need for complementary policies to mitigate unintended consequences [30]. Bontempo et al.

pointed out that freight operators compensate for truck restrictions by using multiple smaller vehicles, which can worsen congestion and emissions [31]. Luong et al. also mention that trucks avoid tolls when alternative free routes exist and suggest that expanding truck routes can enhance network resilience [32]. Ocampo-Giraldo et al. highlighted the need for technical analysis before implementing truck restrictions, as politically motivated bans can be ineffective [33]. These studies underscore the need for a more comprehensive approach to local truck routing, balancing increased truck mobility with public health considerations, while integrating a deeper understanding of freight demand and its environmental impact.

2.4. Zonal-Access Restriction and Pricing for HDDTs

A variety of access restriction and pricing schemes have been used around the world to limit excessing number of vehicles or restrict certain types of vehicles from entering a designated area to address traffic congestion, air pollution, and other issues in the area. The most common ones are congestion pricing schemes and low emission zones (LEZs). Congestion pricing schemes charge a fee or toll for a vehicle to enter a designated area such as city center. They are implemented primarily to reduce traffic congestion in the area, but they can also help address other issues such as air quality and noise. Some of the well-known congestion pricing schemes are those in London, U.K. and Stockholm, Sweden. In March 2019, New York became the first city in the U.S. to approve congestion pricing[2]. In California, there has been interest in congestion pricing as well. A recent feasibility study estimated that charging a $4 fee during rush hour to enter a zone in West Los Angeles would reduce traffic and greenhouse gas emissions by about 20% [34]. In addition, another feasibility study of congestion pricing in Los Angeles is being conducted [35].

On the other hand, LEZs are focused primarily on reducing air pollution in the area. Typically, vehicles with high emissions are not allowed to enter a LEZ or will have to pay a fee to enter. LEZs have been implemented around the world, but most notably in Europe where there are about 250 LEZs in different cities [36]. These LEZs vary widely in many aspects such as geographic coverage, vehicle types restricted, required emission standards, period (time/day/month) when LEZ is in effect, entry fee and fine, enforcement, among others. The Urban Access Regulations in Europe website[3] compiles detailed information about LEZs and other access restrictions in a number of European cities. One of the largest LEZs in Europe (and the world) is the London LEZ, which has become increasingly stricter (in terms of both emission requirements and vehicle types restricted) since 2008. London turned part of its LEZ into Ultra Low Emission Zone (ULEZ) in April 2019.

Several studies have evaluated the impact of LEZ. In London, the ULEZ reduced CO_2 emissions by 4% and NO_x emissions by 31% within six months, also lowering NO_2 concentrations by 29% [37]. In California, the Clean Trucks Program at the Ports of Los

[2] https://en.wikipedia.org/wiki/Congestion_pricing_in_New_York_City
[3] https://urbanaccessregulations.eu/

Angeles and Long Beach have implemented emission-based restrictions since 2008. The program progressively banned pre-1989 trucks and, by 2012, restricted all trucks that failed to meet 2007 emission standards, leading to an over 90% reduction in port truck emissions [38].

3. Modeling and Simulation Evaluation

This chapter explains the modeling evaluation of selected alternative truck route strategies. The identification of alternative truck route to be modeled and the areas to be used as case studies are described. For each alternative truck route strategy, the modeling methods and results are presented in detail.

3.1. Modeling of Truck and Passenger Car Activities

As part of this research effort, we developed a model to simulate all the transportation activities in Inland Empire, which serves as the foundation for health impact analysis and truck routing strategy design. As one of the largest freight hubs in the United States, the freight transportation in Inland Empire brings significant traffic congestion and air pollution in local communities. However, there is great challenge in measuring or estimating the impact of freight traffic on the air quality as air pollutant concentration is influenced by various sources, including passenger and freight traffic, anthropogenic and biogenic emissions, as well as the interaction of both physical and chemical processes. To quantify the environmental impacts of freight transportation in Inland Empire, we developed a three-layer framework for generating truck-related trips: 1) extracting TAZ-based truck origin-destination (OD) pairs from Southern California Association of Governments (SCAG) [39] data; 2) Refining truck OD pairs using real-world truck operation data from telematics provider, which provides smaller zone-based truck trip events within TAZ to enhance the spatial resolution for truck demand; and 3) identifying the locations of OD points as the inputs for activity-based modeling. We then utilize BEAM (Behavior, Energy, Autonomy, and Mobility) [2], a mesoscopic agent-based simulation platform to generate detailed passenger and freight activity schedules, enabling estimation of emissions on non-highway sections.

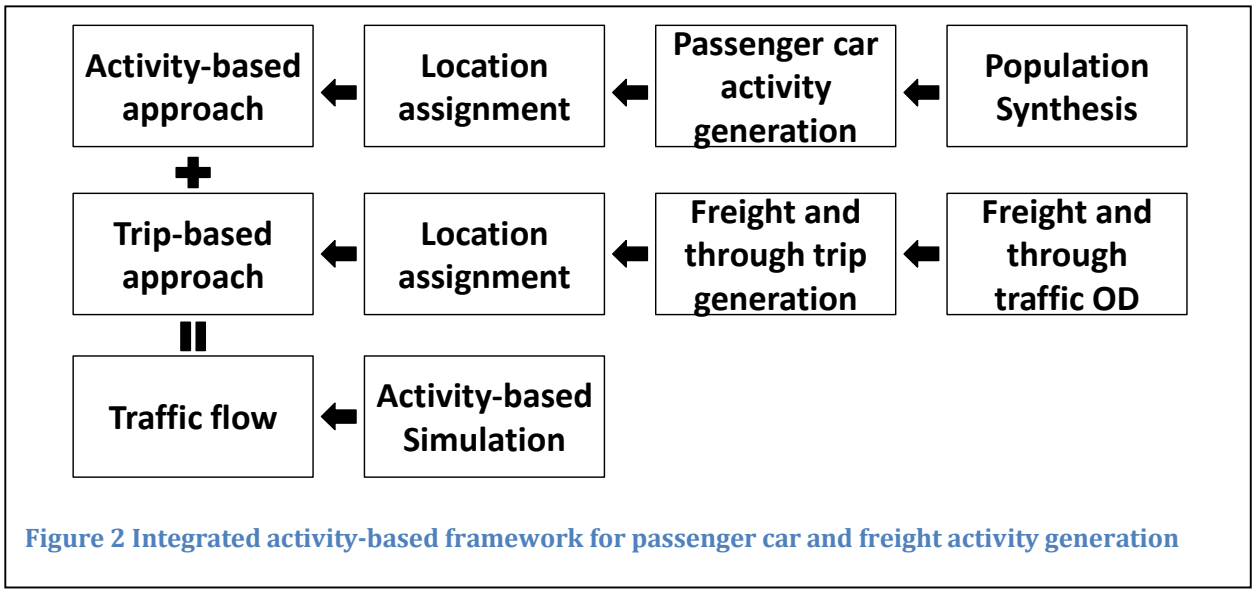


Figure 2 Integrated activity-based framework for passenger car and freight activity generation

Figure 2 illustrates the proposed integrated activity-based model for both passenger and freight transportation. This innovative model merges the strengths of both the activity-based and trip-based methodologies, offering a comprehensive portrayal of traffic dynamics within the designated study area. In the activity-based segment of this model, the first step involves synthesizing a demographic population, a process rooted in detailed census information. This procedure involves disaggregating population data from an aggregate or broader level down to a high-resolution level, such as the census block group level. This disaggregation process provides a more granular view of the population, enabling the model to more accurately simulate individual travel behavior. Subsequently, passenger car activities are generated from this detailed, synthesized population data. The generation of these activities is generated on the principle that travel is essentially a derived demand, arising from individuals' need to undertake activities such as returning home, commuting, or engaging in recreational activities. This perspective places individual decision-making at the heart of the model, embedding a strong behavioral foundation for understanding why individuals participate in activities at specific locations and times.

Instead of using an activity-based approach, freight activities are generated using trip-based methods, as the raw truck demand data from SCAG focuses primarily on OD trips without indicating the motivations behind these trips and connections between trips. More details will be provided in following sections. Nevertheless, to create a complete and accurate picture of real-world transportation, the model goes a step further. Recognizing that the combination of passenger car activities and truck activities alone does not fully depict the complex dynamics of real-world transportation, through traffic is incorporated into the model using a trip-based method. This additional component ensures that the model can simulate not just localized activity inside, from or to Inland Empire, but also the traffic that merely passes through the area without originating or ending there. By combining passenger car activities, truck activities, and through traffic, the model aligns with traffic monitoring data and presents a more holistic and accurate reflection of real-world traffic conditions.

3.1.1. Truck O-D Pair Extraction

In SCAG, we utilize the existing Regional Transportation Model (RTM) to extract freight trips' original-destination (O-D) pairs, where the model forecasts three weight classes: LDDT (light-duty diesel truck), MDDT (medium-duty diesel truck), and HDDT (heavy-duty diesel truck). The RTM consists of two different components: external trip generation and distribution model and internal trip generation and distribution model to estimate the zone-based O-D table for interregional and intraregional truck trip, and the zones are classified into four types: internal zones, external zones, airport zones, and extra zones. There are 4109 tier 1 traffic analysis zones (TAZ) in the entire SCAG area, which are like census block group, making OD table a 4109 by 4109 matrix.

To streamline the data and isolate the truck Origin-Destination trips associated exclusively with the study area, we employed TransCAD to execute the 'Subarea Analysis' tool and refined the large O-D matrix to smaller grid. This trimmed version specifically details the truck trips occurring within our study area. This updated matrix

retained three main types of truck trips: internal trips, inbound/outbound trips, and through traffic. For example, if a truck travels through the city of study area, the subarea analysis modifies its origin and destination locations to points located within the study area's boundary. This modification ensures the data focuses solely on the study area without compromising the total volume of trips.

In this refined O-D trip table for the subarea, we have generated 195,252 heavy-duty truck trips utilizing the trip-based approach. These truck trips encompass all three types of trips, offering us a comprehensive insight into truck traffic dynamics within the study area. The application of these methods allows us to generate a high-fidelity representation of real-world truck traffic, laying the groundwork for more nuanced and effective transportation planning and analysis.

3.1.2. Truck Activity Generation using OD Data

The O-D table divides the data into five specific time periods: Morning peak (AM), Mid-day (MD), Afternoon peak (PM), Evening (EVE), and Night (NT). Each time period spans several hours, making the precise travel time of truck trips difficult to ascertain. This lack of precision is not conducive to generating accurate truck trip itineraries. An initial solution could be to distribute all truck trips' start times uniformly across the five periods, assuming an equal dispersion of departures throughout the day. However, this supposition may not accurately reflect real-world behavior, as it doesn't account for potential variations in truck activities throughout the day. To overcome this, we chose to utilize 5-minute time interval profiles of truck volume data, obtained from the California Department of Transportation's Performance Measurement System (PeMS). The PeMS collects real-time traffic volume data by vehicle category from over 39,000 vehicle detection stations situated on freeway systems across California. We analyzed traffic volume data collected from the year 2023, which includes both weekdays and weekends. This analysis enables us to calculate truck traffic volume for every 5 minutes in a typical day. Figure 3 visualizes the vehicle detection stations (represented by red dots) along the freeways, which provide truck flow data at 5-minute intervals.

However, the TAZs can be too coarse for truck trip generation, especially for the use of truck-related facility. To tackle this limitation, we leverage a large-scale, real-world truck activity data for the Inland Southern California region for September 2023 from a telematics provider named Geotab. This dataset includes estimates of the number of trips, number of stops, and idling duration at a spatial resolution of approximately 0.74 km^2. Using this rich dataset, we propose a three-layer framework for generating truck-related trips associated with real-world truck-related facilities. Figure 4 shows the three-layer projection. The bottom one is the TAZ, the middle layer is the real-world data, and the top layer is the truck-related facilities.

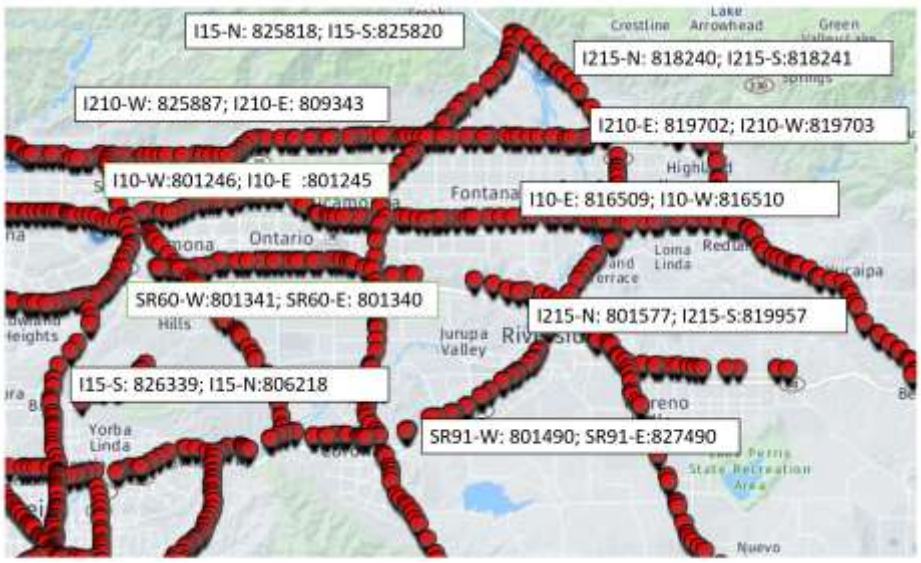


Figure 3 Vehicle Detection Stations (VDS) on highways

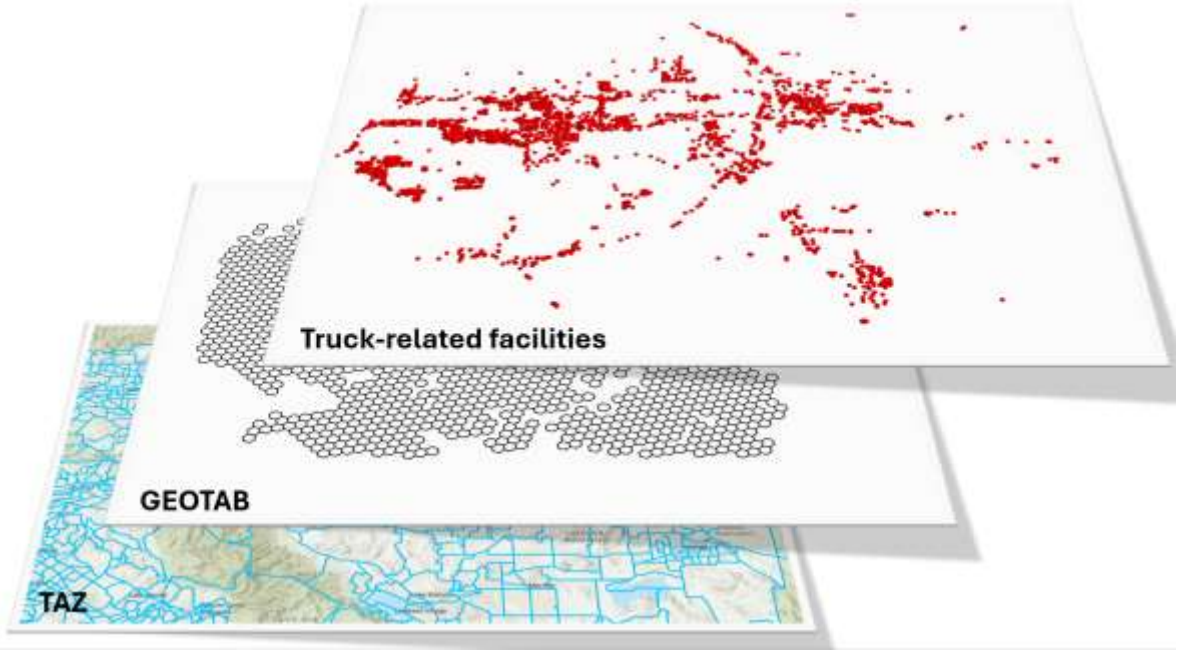


Figure 4 Truck trips assignment

3.1.3. Traveler Activities Generation

Passenger car activities are considered as the background traffic in the proposed model, which may indirectly impact the routing choices of trucks, the travel speeds of trucks, and then the emissions from the trucks. To generate passenger car trips, we leverage SynthPop [40], a reimplementation of PopGen model [41], to synthesize passenger

vehicle trips in a transportation system, which hinges upon the latest census population data, travel survey findings, and traffic analysis zone details. SynthPop excels at synthesizing populations within smaller geographical units, like census tracts or block groups. It has been rigorously tested in multiple states and enables seamless synthesis of populations, ensuring alignment with population controls within these smaller geographies using data from the 2020 American Community Survey (ACS) [4]. Applying this approach, we synthesized the population of Riverside which totaled 1,416,333 individuals residing in 427,662 households. Figure 5 visually represents the population distribution across the block groups that encompass these cities. The color gradient, ranging from yellow to red, signifies population density, with yellow representing lower population and red indicating higher population density. This map reveals that the cities of Riverside and Ontario have notably higher population densities compared to other areas. This geospatial representation allows us to understand better the distribution of population density, which is vital for our synthesis of passenger vehicle trips.

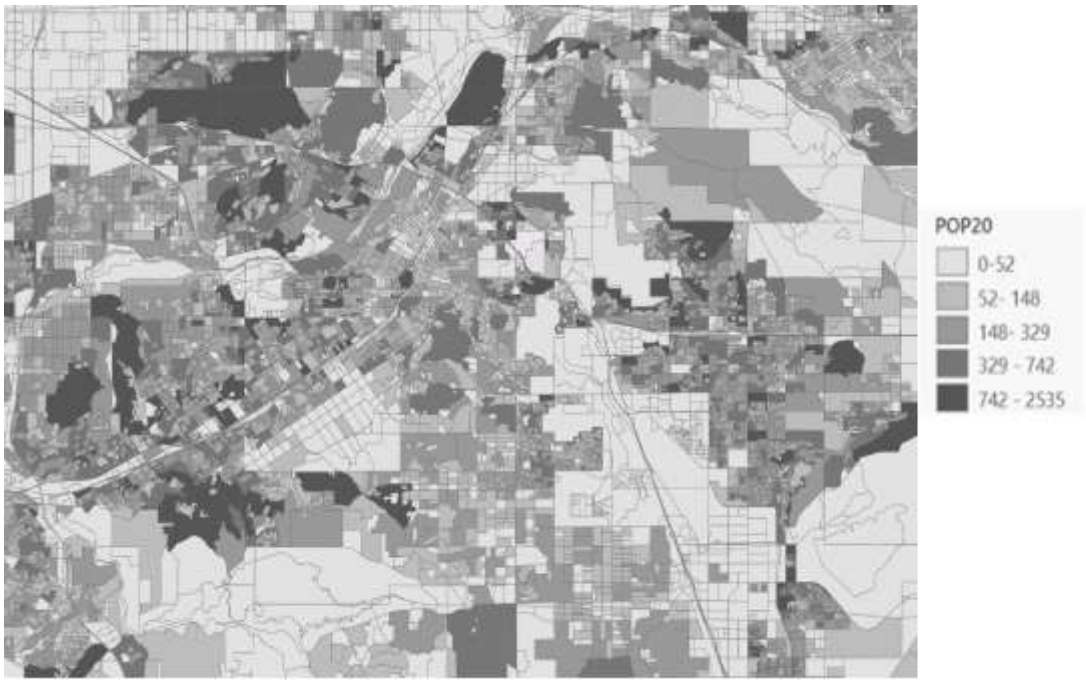


Figure 5 Population distribution

The Longitudinal Employer-Household Dynamic (LEHD) Origin-Destination Employment Statistics [5] provide zone-based commuting O-D trips, where the origin is the home zone and the destination is the work zone. Another critical input data for generating on-demand daily personal or commuting trips within a city is the block group information. This information includes the level of service data, population, and mutual distance between block groups. Figure 6 illustrates job counts by home cities, where darker blue represents higher job counts and white denotes fewer. This project utilizes the LEHD program to derive employment statistics from the block level, identifying approximately 150 thousand work destinations within the study area. These trips' origin-destination pairs were then combined with synthetic population data from SynthPop.

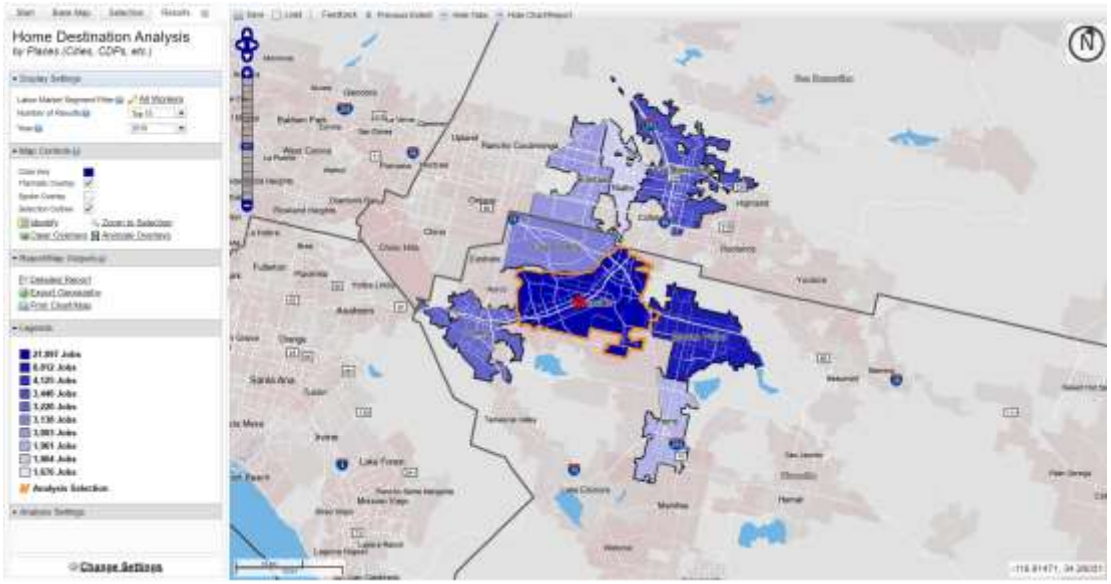


Figure 6 Sample job counts by blocks in Riverside.

We then utilize the Comprehensive Econometric Micro-simulator for Daily Activity-travel Patterns (CEMDAP) as the core software. CEMDAP enables the generation of complete daily activity-travel patterns for every individual in each household of a population, taking into account various socio-demographic, land use, and transportation level of service attributes. The software produces diverse activity-based trips, including those related to work, school, and dining out. The on-demand trips produced by CEMDAP are zone-based. We employ ArcGIS Pro to assign exact home addresses to the households.

3.1.4. Through Traffic Imputation

In previous sections, we generated freight trips that associated with the study area. The truck trips have reflected a relatively realistic freight traffic in this area, including in/out bound trips and through truck trips. A complete personal daily trip for different purposes, such as commuting, schooling, shopping, and eating out, are also synthesized by CEMADP, based on 2020 ACS and travel survey data. However, this approach can only capture the internal and in/out bound activities without considering the through traffic that travel across the study area. To enhance the realism, we added through traffic to the model by computing the traffic flow discrepancy between generated activities and PeMS traffic monitoring data, the field measurement at freeways The main idea to impute the through traffic is to subtract generated traffic from monitoring data. The imputed outbound traffic is calculated by equation (1), while the imputed inbound difference is calculated by equation (2). In the equations, Actual trips mean the traffic monitoring data from PeMS, passenger trip mean the generated passenger car activities, and truck trips mean the generated truck trips. Figure 7 visualizes the traffic monitoring data for different highways that across the study area.

$$outbound\ trip_{impute} = Actual\ trip_{out} - passenger\ trip_{out} - truck\ trip_{out} \quad (1)$$

$$inbound\ trip_{impute} = Actual\ trip_{in} - passenger\ trip_{in} - truck\ trip_{in} \quad (2)$$

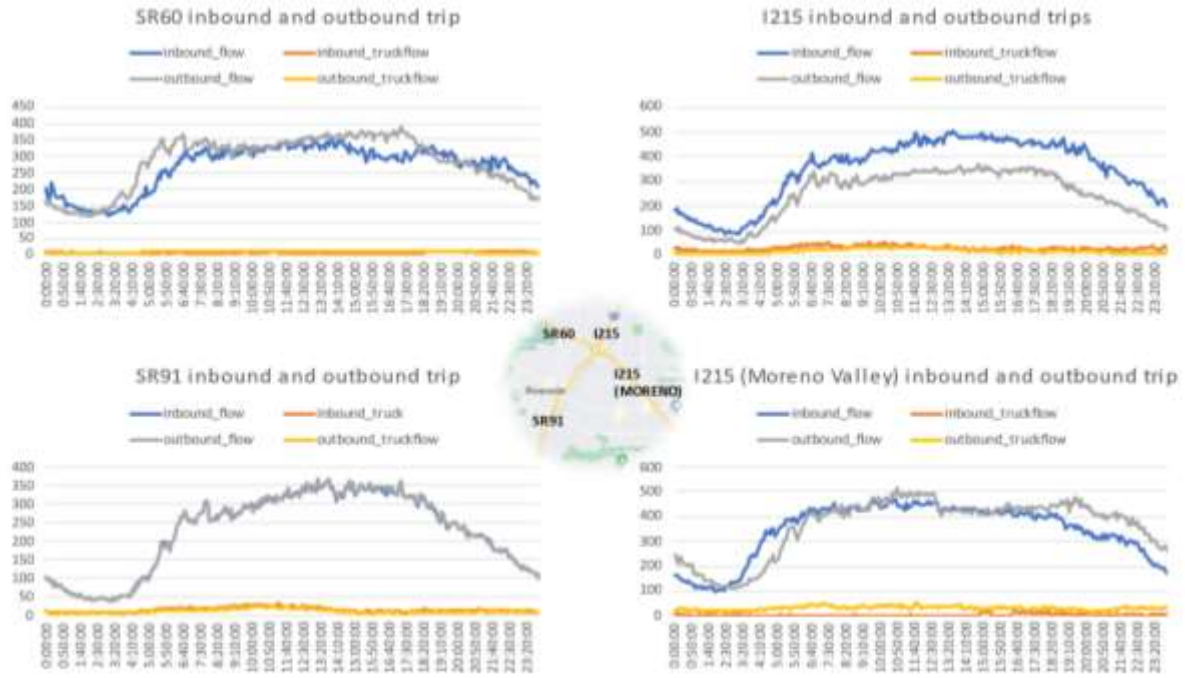


Figure 7 Traffic volume by freeways

In our approach, we selected five major freeways in the area, considering traffic flow in both directions. Owing to the enormous size of the raw data, we opted for sampling 10% of the traffic monitoring data, as well as 10% of the passenger car and heavy-duty truck data. This sampling strategy was applied across a 24-hour day to generate a representative picture of through traffic entering and exiting the study area for each hour.

As illustrated in Table 1, our method enabled us to effectively estimate through traffic at major points of entry and exit along the freeways. At certain hours and points, the percentage of imputed through traffic was zero. This indicates that the inbound or outbound trips of passenger cars and heavy-duty trucks either met or slightly surpassed the traffic monitoring data, meaning no additional through traffic needed to be imputed at those particular times and locations.

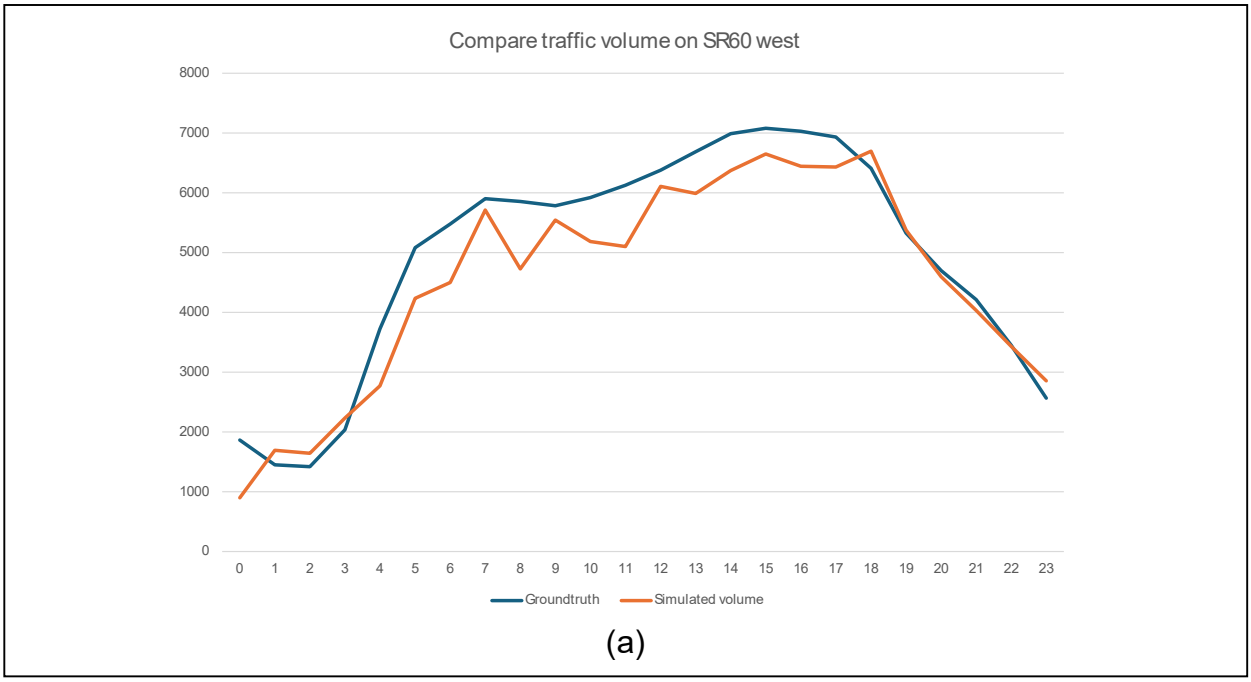
Table 1 Through traffic imputation (midnight-9AM)

time	0:00:00	1:00:00	2:00:00	3:00:00	4:00:00	5:00:00	6:00:00	7:00:00	8:00:00
I210Wout	1300	1163	1189	1500	2266	3242	3513	3764	3854
car	3	13	22	29	28	31	11	18	10
truck	6	4	3	6	9	9	17	19	26
through traffic imputed	99.31%	98.54%	97.90%	97.67%	98.37%	98.77%	99.20%	99.02%	99.07%
i10Wout	1397	1076	1109	1831	2544	4574	4769	4769	4828
car	202	635	909	1826	2113	2148	1799	1671	1515
truck	6	3	4	5	2	6	10	11	17
through traffic imputed	85.11%	40.71%	17.67%	0.00%	16.86%	52.91%	62.07%	64.73%	68.27%
SR60Wout	1567	1178	1095	1403	2458	3658	4788	5415	5266
car	49	178	265	413	529	503	399	357	340
truck	2	3	1	1	2	3	6	5	1
through traffic imputed	96.75%	84.63%	75.71%	70.49%	78.40%	86.17%	91.54%	93.31%	93.52%
i15Nout	1191	880	775	866	1326	2172	3088	3838	3760
car	4	10	21	26	21	21	9	14	10
truck	2	1	1	2	2	1	1	2	3
through traffic imputed	99.50%	98.75%	97.16%	96.77%	98.27%	98.99%	99.68%	99.58%	99.65%
i215Nout	542	440	416	461	699	965	1198	1485	1379
car	3	13	22	29	28	31	11	18	10
truck	6	4	3	6	9	9	17	19	26
through traffic imputed	98.34%	96.14%	93.99%	92.41%	94.71%	95.85%	97.66%	97.51%	97.39%
i210Ein	2363	1886	1685	1600	1723	2285	3168	4272	4710
car	94	286	449	901	913	942	807	747	656
truck	4	2	3	3	2	2	2	5	6
through traffic imputed	95.85%	84.73%	73.18%	43.50%	46.89%	58.69%	74.46%	82.40%	85.94%
i10Ein	1731	1379	1263	1830	2111	3102	4245	5144	5127
car	202	634	909	1825	2109	2143	1797	1668	1513
truck	6	3	4	5	2	6	10	11	17
through traffic imputed	87.98%	53.81%	27.71%	0.00%	0.00%	30.72%	57.43%	67.36%	70.16%
SR60Ein	2556	1837	1563	1648	2397	4005	5620	6435	6475
car	50	180	277	419	547	513	406	362	344
truck	2	3	1	1	2	3	6	5	1
through traffic imputed	97.97%	90.04%	82.21%	74.51%	77.10%	87.12%	92.67%	94.30%	94.67%
i15Sin	1179	883	790	943	1450	2336	3199	3922	3843
car	4	10	22	26	22	22	9	14	11
truck	2	1	1	2	2	1	1	2	3
through traffic imputed	99.49%	98.75%	97.09%	97.03%	98.34%	99.02%	99.69%	99.59%	99.64%
i215Sin	659	572	548	616	867	1122	1314	1560	1509
car	3	13	22	29	28	31	11	18	10
truck	6	4	3	6	9	9	17	19	26
through traffic imputed	98.63%	97.03%	95.44%	94.32%	95.73%	96.43%	97.87%	97.63%	97.61%

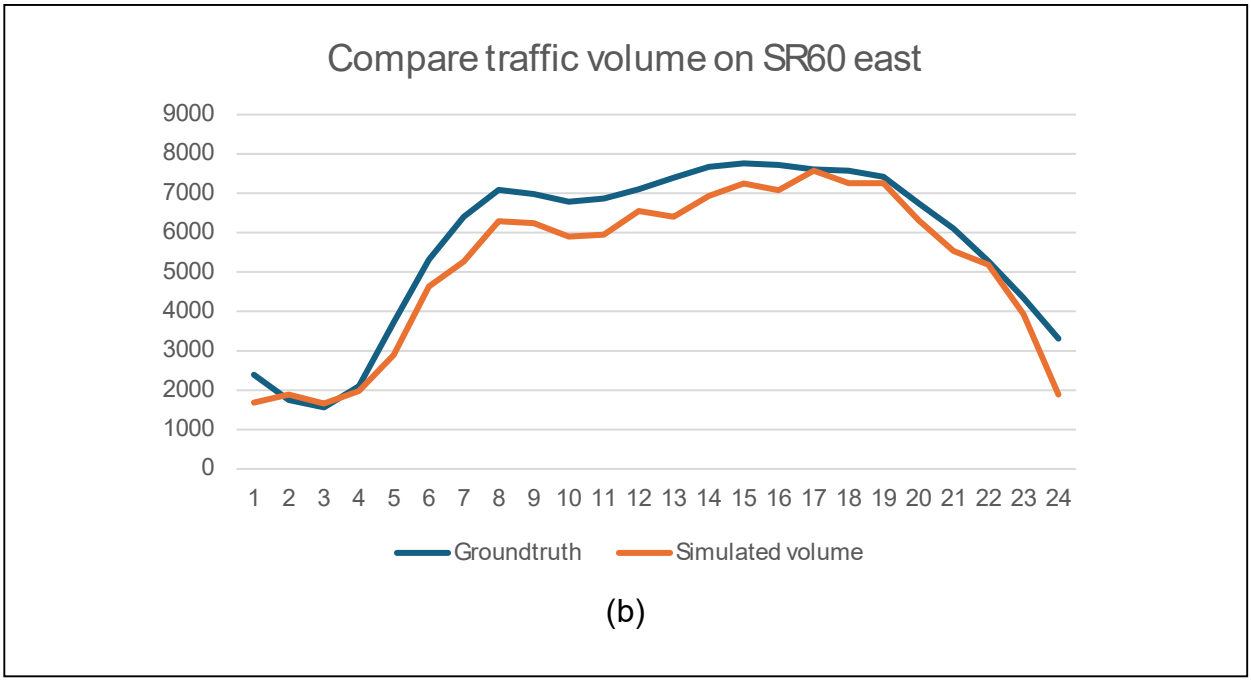
3.1.5. Traffic Volume Validation

Figure 8 (a)-(d) display the comparisons between the simulated traffic volumes and the actual traffic volumes recorded by PeMS. Given that the target area is a hub of the prosperous logistics industry, with numerous warehouses particularly around highways I-10 and SR-60, validating traffic volumes on these routes was crucial for an accurate representation of the area's traffic dynamics. The comparison revealed a noticeable

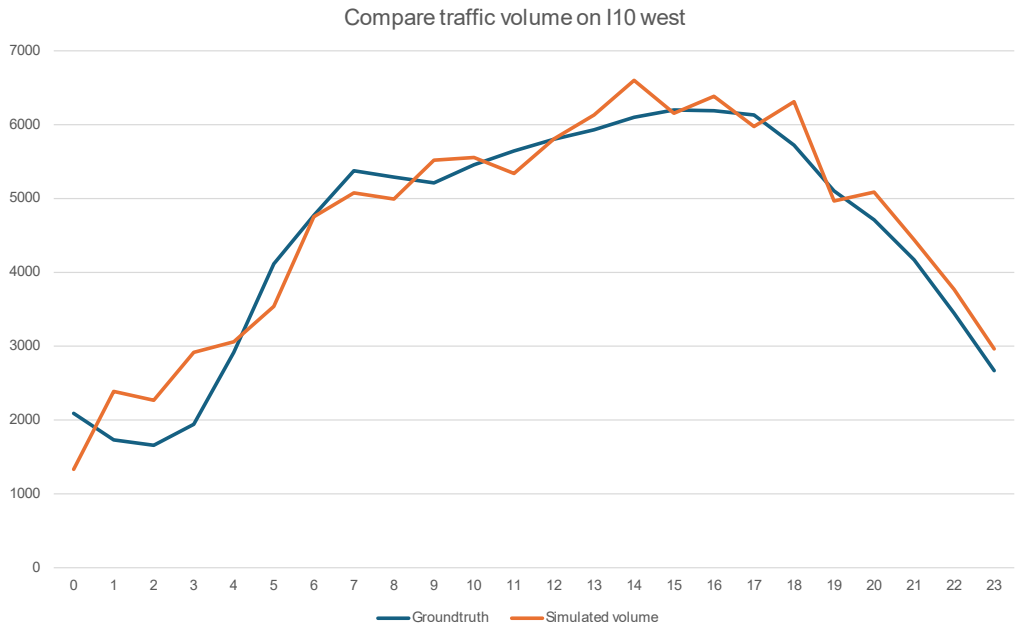
discrepancy in traffic volumes before 5:00 a.m., indicating a disparity in traffic patterns depending on the time of day. Although the calibration and validation processes were demanding, the simulated traffic volumes post-5:00 a.m. closely align with the real-world data, reflecting high-quality simulation outcomes.



(a)



(b)



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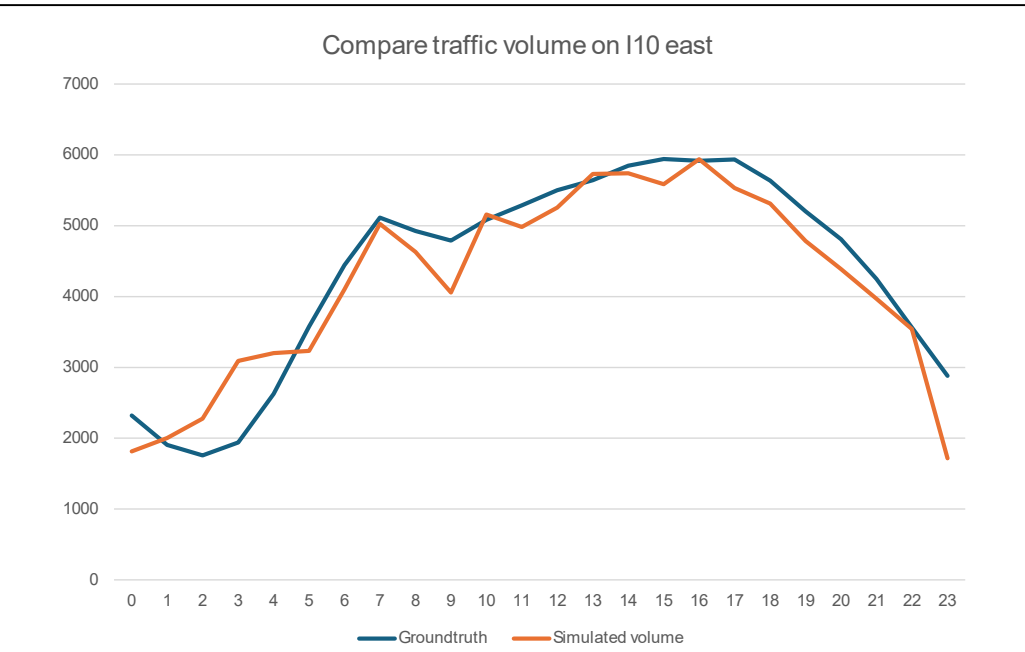


(d)

Figure 8 (a)-(d) Comparison of simulated and observed traffic volumes by time of day

3.2. Truck Routes Digitalization

This study employs a mesoscopic traffic simulation, with the traffic network covering the entire study area. Figure 9 below illustrates the simulated network in BEAM. To accurately represent the truck route network, the current truck route maps were coded into the simulation, constraining the movement of HDDTs accordingly. However, as the truck route maps provided by cities were available only as images rather than shapefiles, researchers manually digitized and integrated each route into the simulation network.

To date, seven cities, including Moreno Valley (shown in Figure 10), Chino, Eastvale, Fontana, Ontario, Rialto, and Upland, published their truck route maps online. We coded those truck routes in the simulation network as the baseline case. In addition, Riverside provides truck route restrictions in text format, which were incorporated into the network as well by keeping all the “arterial”, “secondary”, and “tertiary” roads (classified by OpenStreetMap) for truck usage while excluding all the “residential roads” and all the restricted roads specified by the city. In total, eight truck route maps are included in the simulation, ensuring a comprehensive representation of freight movement across the study area. The existing truck routes are coded in Figure 11 and showcase the truck-related facilities provided by Pitzer College and California Employment Development Department. Intuitively, truck routes in Moreno Valley are limited, primarily covering major truck-related facilities. Expanding the current freight network could enhance freight efficiency. In contrast, Riverside City has fewer truck route restrictions, providing truckers with more route options within the city. However, this increased flexibility may negatively impact local communities.

Figure 9 Simulation network

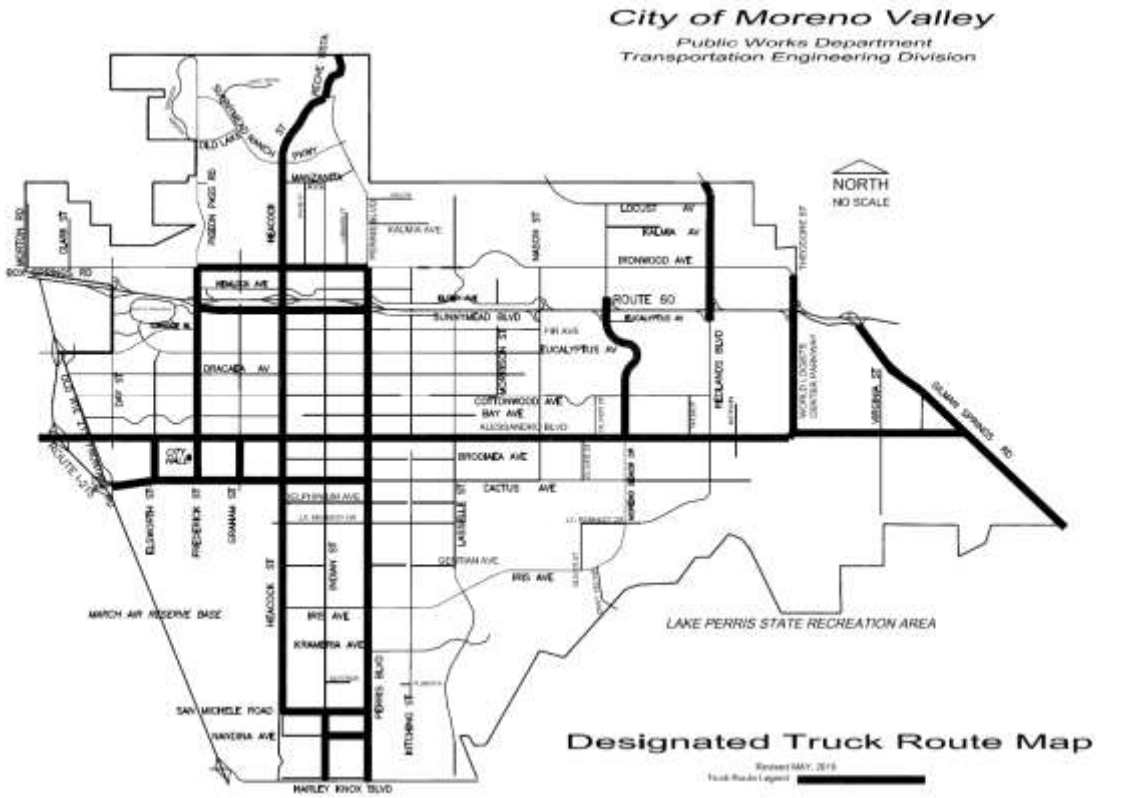


Figure 10 Moreno Valley truck route map

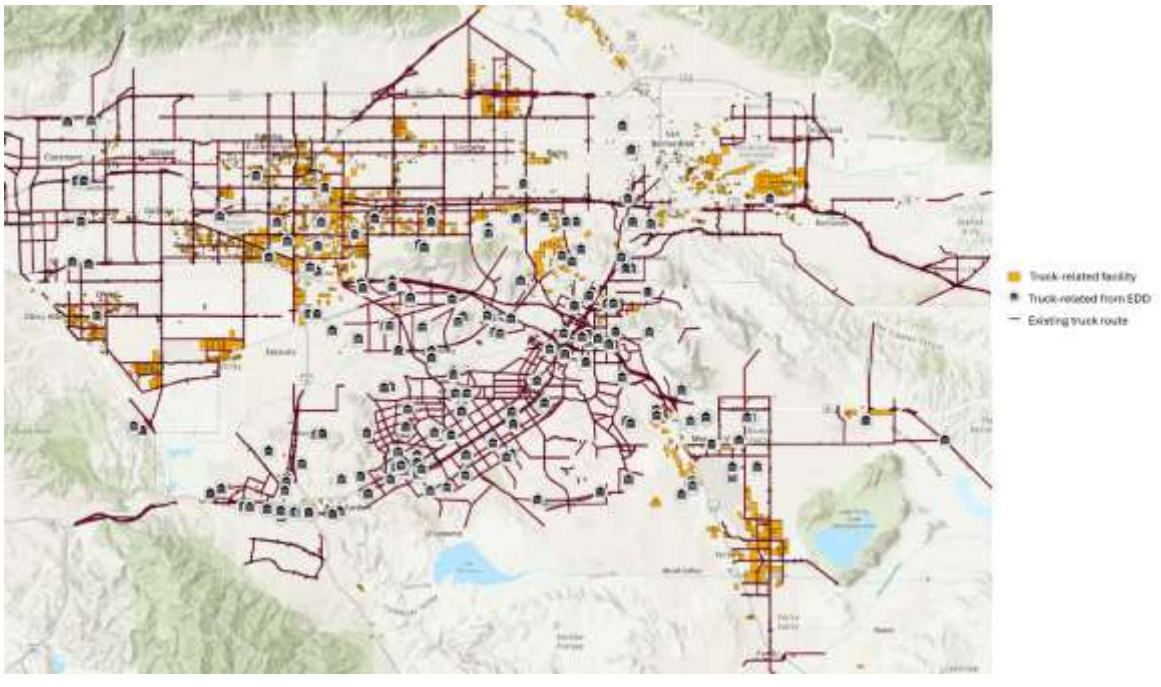


Figure 11 Digitized truck route network

3.3. Air Quality and Human Exposure Assessments

Figure 12 presents the methodological framework of human exposure assessment. It involves a modeling chain of vehicle emission modeling, air dispersion modeling and human exposure assessment where the output from one step is used as an input for the next step. In addition, each step also requires other inputs. The inputs and assumptions associated with each modeling step are described below.

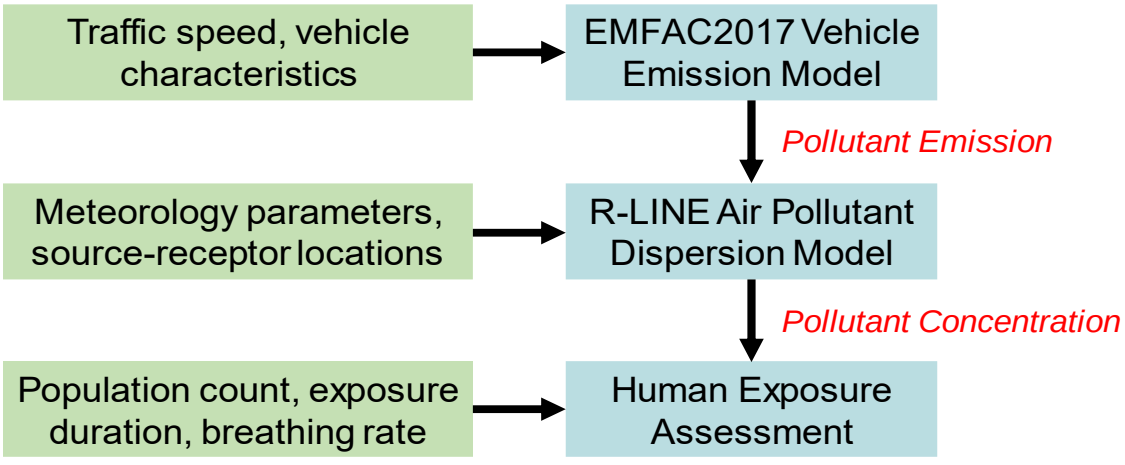


Figure 12 System framework of human exposure assessment

3.3.1. Vehicle Emission Modeling

To determine vehicle emission factors (in the unit of gram/mile), link-based traffic activities (e.g., average traffic speed) and vehicle characteristics (e.g., vehicle type and model year) are needed as inputs. There are several emission models developed for regulatory or research purposes. Examples include EMFAC (EMission FACtor model) [42] developed by the California Air Resources Board (CARB) [12], which is used for regulatory purposes in California, and MOVES (MOtor Vehicle Emission Simulator) by the U.S. Environmental Protection Agency (EPA), which is used for regulatory purposes in the other 49 states [43].

For this study, the traffic states were simulated using BEAM based on road network and travel demand of study area. With the traffic states available, the modeling of vehicle emissions was performed for HDDT trips associated with the study area. Running exhaust $PM_{2.5}$, NOx, and CO_2 emissions factors of the truck were obtained from EMFAC2017 based on the speed modeled with BEAM.The calculation of emissions was then focused on $PM_{2.5}$, NOx, and CO_2 emissions from HHDTs and passenger car. There were calculated using Equation (3) below.

$$E_{i,j} = V_{i,k} \times L_i \times EF_{j,k} \quad (3)$$

where $E_{i,j}$ is mass emission of pollutant j on link i; $V_{i,k}$ is HHDT volume on link i with link speed k; L_i is length of link i; and $EF_{j,k}$ is emission factor of pollutant j at speed k.

The emission factors for heavy-duty diesel trucks were obtained from CARB's EMFAC2017 emission model for the following model run specifications:

- *Source* – EMFAC2017 (v1.0.3) Emission Rates
- *Region Type* – Sub-Area
- *Region* – Riverside (SC)
- *Season* – Annual
- *Vehicle Classification* – EMFAC2007 Categories
- *Model Year* – Aggregate

3.3.2. Air Dispersion Modeling

A dispersion model is commonly used to estimate the concentration of air pollutants emitted from vehicular sources at specific receptor locations. In this study, R-LINE, a research grade dispersion model for near-roadway assessment was used[44]. Micrometeorology data inputs for R-LINE such as temperature, wind speed, wind direction, surface friction velocity, and Monin-Obukhov length were obtained from a South Coast Air Quality Management District website[45]. Since the predominant wind pattern in the study area is southwesterly (Figure 13) in the year 2017, the wind direction is set accordingly at 2.88 m/s for the analysis. Source height was assumed to be 2.5 meters (~8.2 ft), which represents a typical height of exhaust stacks of heavy-duty diesel trucks. Receptor height was assumed to be 1 meter (~3.3 ft), which represents an average height of 5 years old children.

3.3.3. Human Exposure Assessment

In this research, pollutant exposure is referred to the amount of pollutant inhaled by a group of subjects. Therefore, *inhaled mass (IM)* was used to represent the pollutant exposure, which was calculated as:

$$IM = C \cdot Pop \cdot t \cdot BR \quad (4)$$

where C is pollutant concentration (μg/m^3) in a given microenvironment; Pop is number of subjects in the microenvironment; t is truck travel time on the road link (hour); and BR is breathing rate (m^3/hour/capita) of the subjects exposed to the pollutant.

Breathing rates of population in different age groups were based on the U.S. EPA's Exposure Factors Handbook[6]. In addition, the California Office of Environmental Health Hazard Assessment's Technical Support Document of Exposure Assessment and Stochastic Analysis included detailed breathing rate scenarios [7]. In this research, a population-wide average breathing rate of 17 m^3/day was assumed.

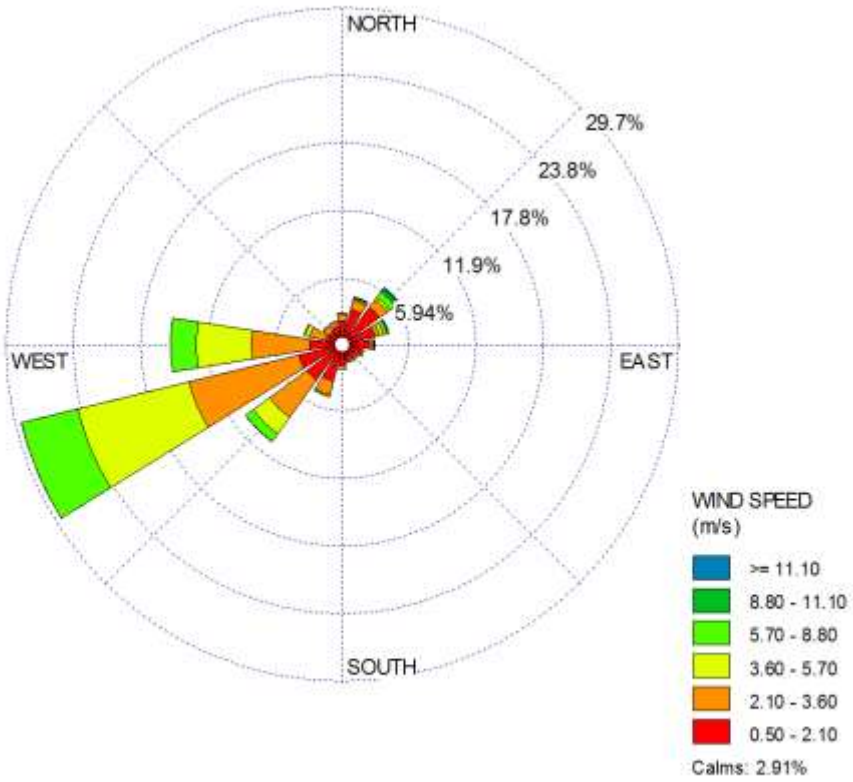


Figure 13 Windrose map

4. Case Studies

In this section, we will conduct truck route assessment to identify alternative truck routes that can reduce negative health impacts to the Cities of Riverside and Moreno Valley. The research team evaluated potential expansion or restriction opportunities of existing truck route to mitigate HDDT emissions and reduce nearby human exposure. These strategies are evaluated at three spatial scales: the city level, the neighboring city level, and the wider regional level. This multi-scale approach ensures that improvements in one city do not simply shift emissions to other areas. The selection of study areas was based on the degree to which the areas were disproportionately affected by traffic emissions, especially those from heavy-duty diesel trucks. The modeling of the alternative truck routes and exposure assessment were based on the following scope and assumptions.

4.1. Study Area and Network

The modeling area is a subset of SCAG regional TDM network, as shown in Figure 14. The HDDT trips associated with this area are generated in SCAG TDM with subarea analysis using TransCAD, while the travel activities are generated with the demographic information. The yellow lines indicate the road network associated with the studied cities, the block level population is denoted in the map, which reflects the block-level population in the year 2020, and the sensitive groups (i.e., senior housing and schools) are also considered in the assessment of human exposure. The human exposure is calculated based on the population and sensitivity group in this area, and the research team explore the potential alternative truck routes to let the HDDT to avoid vulnerable local communities to reduce the human exposure.

4.2. Modeling Scenarios

The truck route design in a city impacted the health conditions of surrounding population, especially those sensitive groups. Thus, a link-based human exposure evaluation is conducted to quantify the truck-related exposure on a link basis. This approach provides a quantitative framework for identifying optimal truck route network that would minimize the exposure to the local population. As shown in Figure 15, the link-based HDDT PM2.5 emissions is estimated based on the truck volume and travel speed that are simulated in the traffic simulator, which is BEAM. The figure indicates the impactful links in the region that should be noted to be restricted for truck travel. The red lines indicate a higher PM2.5 emissions caused by the truck traveling on the corresponding link, while the yellow links indicate a lower air quality impact.

Figure 14 Modeling area

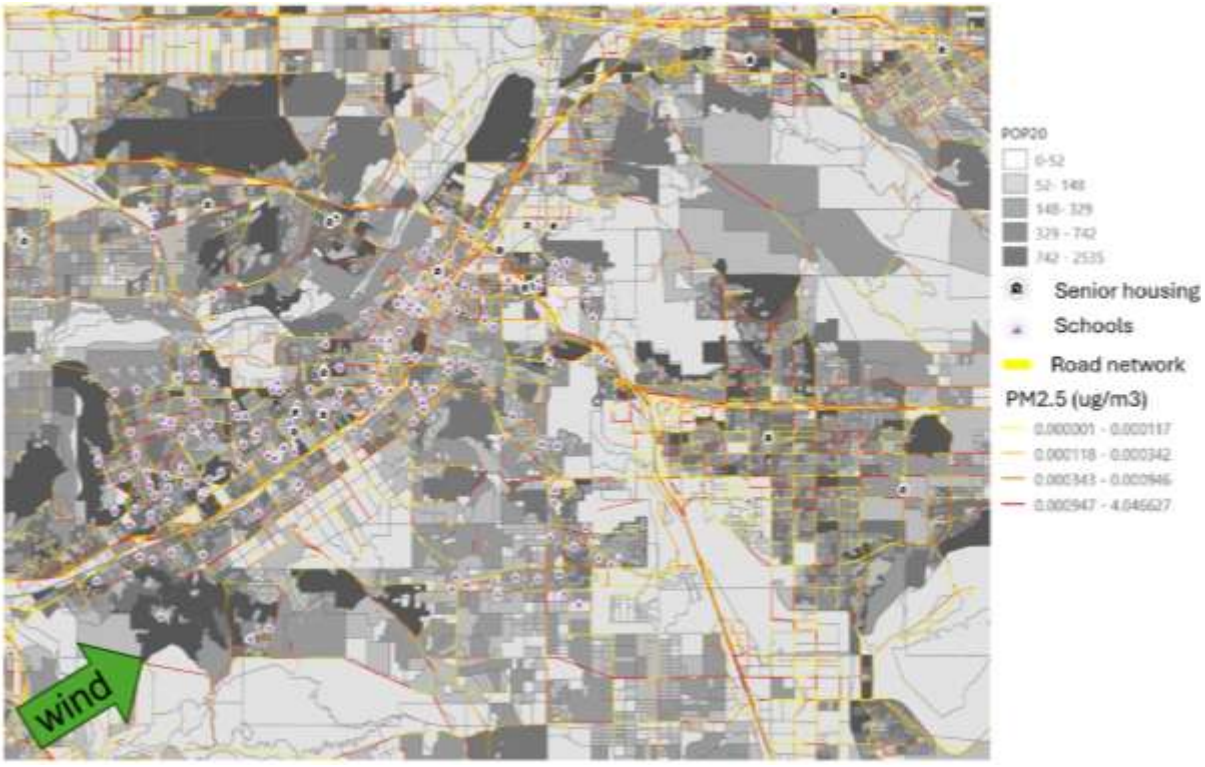


Figure 15 Link-based HDDT emission – PM2.5

To evaluate the impact of alternative truck routes on traffic, emissions, and human exposure in Riverside and Moreno Valley, seven scenarios were proposed and modeled as shown in Figure 16:

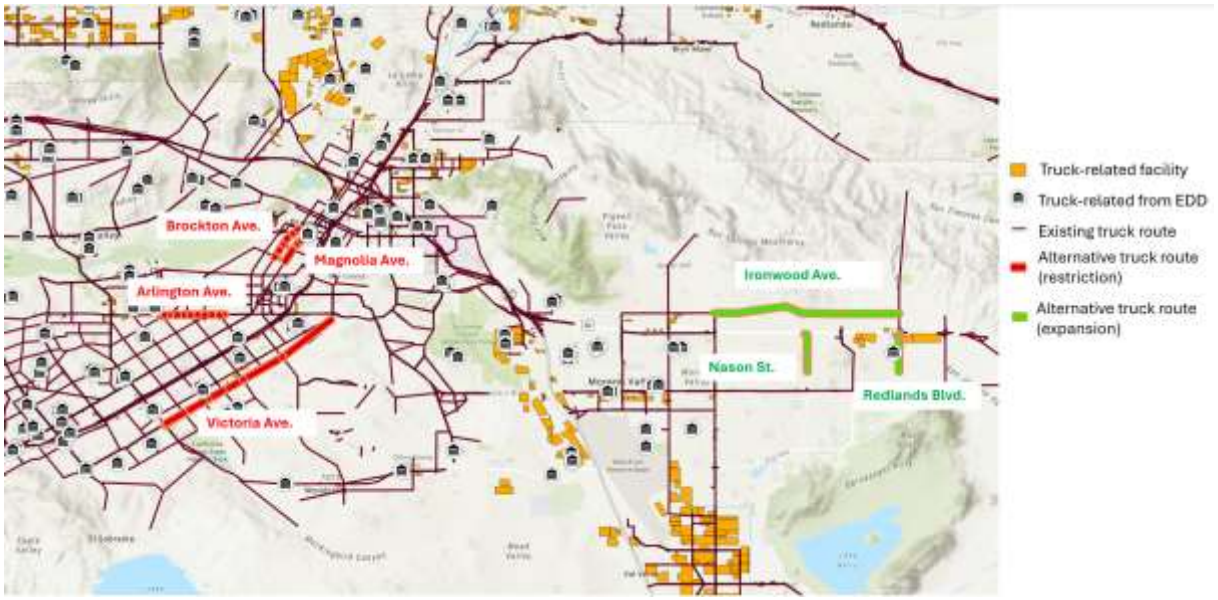


Figure 16 Proposed alternative truck route scenarios

Baseline: No changes to the existing truck routes. This scenario is directly coded from the city's truck route map.

Riverside Scenarios:

- Restrict Brockton Ave. and Magnolia Ave.: Truck movements are restricted on these roads due to the proximity of sensitive facilities, including a hospital, a middle school, and a college.
- Restrict a Segment of Arlington Ave.: Truck restrictions are applied from Adam St. to California Ave. due to nearby schools.
- Remove Victoria Ave.: Victoria Ave. (from University Ave. to La Sierra Ave.) is recently restricted for truck use by the city in 2024. Its removal in the model helps quantify potential human exposure benefits compared to baseline.

Moreno Valley Scenarios:

- Add Nason St.: Nason St. is considered as an additional route to help reduce the exposure burden on existing truck routes. The risk of exposure to nearby communities along Nason St. is minimal due to the low population density downstream of the predominant wind direction.
- Add Ironwood Ave.: Ironwood Ave. is also considered as an additional route to relieve the exposure burden on existing truck routes, while adding minimal exposure risks to nearby population.

- Add both Ironwood Ave. and Nason St.: This scenario evaluates the combined effect of routing trucks along both Ironwood Ave. and Nason St.
- Add Redlands Blvd.: Redlands Blvd. is also evaluated as a potential alternative truck route.

4.3. Results for Riverside Scenarios at City Level

The table below presents the evaluation of three proposed alternative truck routes in Riverside, focusing on their mobility and environmental impacts. Restricting truck access on Brockton Ave. and Magnolia Ave. does not significantly impact truck VMT or truck travel time, as trucks would be rerouted to other low-impact roads without taking additional travel time. Accordingly, a slight increase (0.5%) in HDDT emissions is observed from this design. While overall human exposure for the local population and sensitive groups is reduced by approximately 1.6%, a slight increase in PM2.5 exposure to sensitive groups is observed. Regarding NOx, the overall human exposure and the exposure to sensitive groups are reduced by 1.4% and 0.3% respectively. The removal of truck routes on Arlington Ave. led to only minor exposure improvements to sensitive groups and slightly increase in overall exposure. Given the limited benefits, restricting truck access on this road does not appear to be an effective alternative. Victoria Ave. has already been restricted for truck use by the city recently, and this analysis provides a quantitative assessment of the benefits. The simulation results show that prohibiting trucks from Victoria Ave. reduced truck travel time and VMT by around 1%. Despite these trade-offs, the overall reduction in emissions and human exposure suggests that this alternative truck route provides a good solution. The human exposure of PM2.5 for the local population was reduced by 2.1%, with 0.4% HDDT emissions decreasing. Similarly, the human exposure of NOx for the local population is reduced by 2.0%, with 0.8% HDDT emissions decreasing. The exposure by sensitive groups is also reduced by 0.9% and 1.3% in term of PM2.5 and NOx, respectively. This case can be served as a strong example for future truck route optimization.

Several key factors should be considered when designing effective alternative truck routes. High link-based truck emissions should be a criterion for restricting truck access. Roads located upstream of prevailing wind patterns should also be considered for restrictions to prevent pollutant dispersion into populated areas. Additionally, roads near high population densities should be prioritized for truck bans, while high truck demand corridors require more refined routing strategies. Integrating these considerations into truck route planning can help balance mobility needs with environmental and public health benefits.

Table 2 Results for Riverside scenarios at city level

	Baseline	Remove Brockton Ave. & Magnolia Ave.	% diff	Remove Arlington Ave.	% diff	Remove Victoria Ave.	% diff
VMT for truck (10^3 km)	741.7	742.8	0.16%	743.2	0.20%	735.0	-0.90%
Travel time for truck (10^3 hour)	9.164	9.156	-0.09%	9.188	0.26%	9.065	-1.09%
Avg truck speed (km/h)	80.92	81.13	0.26%	80.88	-0.05%	81.08	0.20%
PM2.5 exposure to facility (mg)	6.545	6.552	0.11%	6.521	-0.36%	6.483	-0.94%
PM2.5 exposure to block (mg)	13.91	13.69	-1.57%	13.93	0.12%	13.62	-2.08%
NOx exposure to facility (mg)	896.9	894.7	-0.25%	891.2	-0.64%	885.2	-1.31%
NOx exposure to block (mg)	1667	1644	-1.40%	1670	0.18%	1633	-2.02%
HDDT: CO2 emission (ton)	696.1	697.4	0.20%	697.5	0.20%	690.1	-0.86%
HDDT: PM2.5 emission (mg)	10.01	10.09	0.71%	10.03	0.13%	9.973	-0.41%
HDDT: NOx emission (mg)	784.7	787.1	0.30%	786.3	0.21%	778.8	-0.75%

4.4. Results for Riverside Scenarios at Neighboring City Level

As additional truck restrictions are implemented in Riverside, it is essential to ensure that these changes do not simply shift truck emissions and VMT to neighboring cities, such as Moreno Valley. To address this concern, our research expands the analysis to include travel statistics within a broader regional network. However, analyzing a larger network introduces increased complexity in evaluating mobility and environmental impacts. From a mobility perspective, restricting truck access on Brockton Ave. and Magnolia Ave. results in truck travel time and VMT reduction at the regional level. A similar pattern is observed in the Victoria Ave. scenario. From an environmental perspective, the emissions and human exposure benefits also show stronger improvements when considering the broader network. For example, the reduction in HDDT PM2.5 emissions is more pronounced at the regional level (-1.33%). This result suggests that alternative truck route designs can contribute to broader environmental benefits rather than simply redistributing pollutants to adjacent communities.

Overall, the alternative truck route strategies for Brockton Ave. and Magnolia Ave. and Victoria Ave. demonstrate robust improvements in mobility, emissions reduction, and human exposure mitigation at both local and neighboring city levels. Conversely, the Arlington Ave. scenario exhibits minimal impact, reinforcing the conclusion that removing trucks from this corridor does not significantly contribute to system-wide benefits.

It is important to note that these results are derived from an iteration-based simulation using the BEAM model. Some percentage changes, such as emission reductions, may partly reflect computational dynamics, which may be further magnified when expanding the network. Therefore, it is possible that the savings shown in Table 3 are mainly from computational dynamics in simulation other than the changing truck routes. Nonetheless, the findings support the conclusion that the proposed truck route strategies do not cause significant negative impacts to Moreno Valley.

Table 3 Results for Riverside scenarios at neighboring city level

	Baseline	Remove Brockton Ave. & Magnolia Ave.	%diff	Remove Arlington Ave.	%diff	Remove Victoria Ave.	%diff
VMT for truck (10^3 km)	975.5	957.3	-1.87%	976.9	0.14%	961.2	-1.47%
Travel time for truck (10^3 hour)	12.49	12.30	-1.46%	12.51	0.19%	12.31	-1.43%
avg truck speed (km/h)	78.13	77.81	-0.41%	78.09	-0.05%	78.1	-0.04%
PM2.5 exposure to facility (mg)	8.348	8.327	-0.25%	8.320	-0.34%	8.244	-1.24%
PM2.5 exposure to block (mg)	15.13	14.79	-2.25%	15.14	0.07%	14.79	-2.23%
NOx exposure to facility (mg)	1145	1136	-0.78%	1139	-0.52%	1129	-1.42%
NOx exposure to block (mg)	1876	1846	-1.57%	1879	0.15%	1839	-1.98%
HDDT: CO2 emission (ton)	920.6	904.0	-1.81%	921.9	0.14%	907.3	-1.44%
HDDT: PM2.5 emission (mg)	13.07	12.79	-2.15%	13.08	0.07%	12.89	-1.36%
HDDT: NOx emission (mg)	1061	1045	-1.54%	1063	0.15%	1047	-1.33%

4.5. Results for Riverside Scenarios at Regional Level

As the transportation network expands to include more densely populated areas such as the cities of Ontario, Corona and San Bernardino, the mobility and environmental impacts of alternative truck routes are re-evaluated to assess potential negative effects. Compared to the city-level and neighboring city-level analyses, the overall mobility and environmental benefits diminish. However, the removal of Victoria Ave. continues to provide notable advantages, with emissions and human exposure reductions ranging from 1.4% to 2%, demonstrating its sustained effectiveness in improving air quality and public health. Considering the impact of computational dynamics in simulation, it is safe to conclude that the proposed truck route strategies do not cause significant negative impacts to other cities in this area.

Table 4 Results for Riverside scenarios at regional level

	Baseline	Remove Brockton Ave. & Magnolia Ave.	%diff	Remove Arlington Ave.	%diff	Remove Victoria Ave.	%diff
VMT for truck (10^3 km)	1699	1679	-1.18%	1701	0.09%	1674	-1.49%
Travel time for truck (10^3 hour)	21.63	21.46	-0.77%	21.67	0.18%	21.35	-1.31%
avg truck speed (km/h)	78.55	78.22	-0.42%	78.47	-0.10%	78.41	-0.18%
PM2.5 exposure to facility (mg)	20.37	20.30	-0.32%	20.36	-0.05%	19.99	-1.87%
PM2.5 exposure to block (mg)	29.24	28.89	-1.21%	29.34	0.33%	28.68	-1.93%
NOx exposure to facility (mg)	2692	2678	-0.54%	2684	-0.29%	2637	-2.04%
NOx exposure to block (mg)	3472	3438	-0.98%	3483	0.32%	3403	-1.99%
HDDT: CO2 emission (ton)	1599	1581	-1.14%	1600	0.08%	1575	-1.47%
HDDT: PM2.5 emission (mg)	23.80	23.48	-1.34%	23.80	0.00%	23.47	-1.42%
HDDT: NOx emission (mg)	1813	1796	-0.95%	1815	0.07%	1788	-1.39%

4.6. Results for Moreno Valley Scenarios at City Level

In Moreno Valley, four alternative truck routing scenarios are evaluated. Currently, the designated truck routes in Moreno Valley primarily serve major truck-related facilities, resulting in a compact truck route network. This design may lead to detour and congestion in truck traffic, which is expected to be worsen with the continued growth of the freight industry in the region. To address this issue, this research explores the expanding the of truck route map to improve mobility while minimizing the impact on local communities in terms of human exposure. The four alternative scenarios analyzed are: 1). Adding Nason St. 2). Adding Ironwood St. 3). Adding both Nason St. and Ironwood St. and 4). Adding Redlands Blvd. These alternatives were carefully selected based on link-based truck emissions analysis and wind patterns, ensuring that fewer communities are located downstream of the proposed truck routes to minimize air pollution exposure.

The table below compares the performance of each scenario against the baseline. The first two scenarios—adding Nason St. or Ironwood St. alone—did not yield significant truck mobility improvements. In the third scenario, where both Nason St. and Ironwood St. are added, truck VMT is reduced while passenger car travel time increases. Environmentally, this combined scenario leads to a reduction in exposure for sensitive groups, with PM2.5 and NOx exposure dropping by 5.42% and 2.97%, respectively, although exposure for the overall block population increases. Meanwhile, truck emissions benefit from reduced congestion, with reductions ranging from 1.18% to 2.26%.

In contrast, the fourth scenario presents a more straightforward solution that simultaneously improves mobility, emissions, and human exposure. For HDDT, both VMT and travel time are reduced by 5.28% and 3.87%, respectively, reflecting the benefit of offering more route choices and avoiding potential detours. HDDT emissions see notable reductions as well, with PM2.5, NOx, and CO2 decreasing by 6.43%, 4.50%, and 5.14%, respectively. Additionally, human exposure for both local communities and sensitive groups drops by around 2%. In summary, the expansion of the truck route network enhances connectivity and offers more route choices for truckers, while it simultaneously improves mobility, reduces emissions, and benefits public health.

Table 5 Results for Moreno Valley scenarios at city level

	Baseline	Add Nason St.	% diff	Add Iroonwood St.	% diff	Add Iroonwood St.+ Nason St.	% diff	Add Redland Blvd.	% diff
VMT for truck (10^3 km)	371.2	370.5	-0.18%	371.4	0.06%	366.8	-1.18%	351.6	-5.28%
Travel time for truck (10^3 hour)	4.826	4.830	0.10%	4.830	0.10%	4.802	-0.50%	4.639	-3.87%
avg truck speed (km/h)	76.91	76.7	-0.27%	76.89	-0.03%	76.38	-0.69%	75.78	-1.47%
PM2.5 exposure to facility (mg)	2.793	2.641	-5.42%	2.782	-0.37%	2.649	-5.15%	2.767	-0.91%
PM2.5 exposure to block (mg)	3.696	3.794	2.65%	3.701	0.13%	3.754	1.56%	3.574	-3.30%
NOx exposure to facility (mg)	341.0	330.9	-2.97%	339.6	-0.40%	330.8	-2.98%	334.5	-1.91%
NOx exposure to block (mg)	436.1	450.0	3.18%	437.2	0.25%	445.8	2.20%	426.4	-2.23%
HDDT: CO2 emission (ton)	353.4	352.7	-0.20%	353.6	0.05%	349.2	-1.20%	335.2	-5.14%
HDDT: PM2.5 emission (mg)	5.245	5.207	-0.72%	5.242	-0.05%	5.126	-2.26%	4.907	-6.43%
HDDT: NOx emission (mg)	419.0	418.1	-0.22%	419.1	0.02%	414.1	-1.18%	400.1	-4.50%

4.7. Results for Moreno Valley Scenario at Neighboring City Level

The evaluation at the neighborhood city level was conducted to ensure that the VMT and emissions are not merely shifted to the adjacent city (Riverside). In terms of mobility, the changes in truck VMT and travel time show that adding truck routes in Moreno Valley does not bring additional HDDT burden to City of Riverside. While Scenarios 1, 2, and 3 do not demonstrate significant human exposure benefits, Scenario 4 shows robust improvements in mobility, emissions, and human exposure, stick to the positive results observed in the city-level assessment. Considering the impact of computational dynamics in simulation, it is safe to conclude that the proposed truck route strategies do not cause significant negative impacts to the City of Riverside.

Table 6 Results for Moreno Valley scenario at neighboring city level

	Baseline	Add Nason St.	% diff	Add Iroonwood St.	% diff	Add Iroonwood St.+ Nason St.	% diff	Add Redland Blvd.	% diff
VMT for truck (10^3 km)	975.5	977.0	0.16%	977.4	0.19%	972.9	-0.27%	957.5	-1.84%
Travel time for truck (10^3 hour)	12.49	12.53	0.34%	12.51	0.23%	12.47	-0.14%	12.31	-1.44%
avg truck speed (km/h)	78.13	77.98	-0.19%	78.09	-0.05%	78.02	-0.14%	77.81	-0.41%
PM2.5 exposure to facility (mg)	8.34788	8.19438	-1.84%	8.34573	-0.03%	8.19116	-1.88%	8.3175	-0.36%
PM2.5 exposure to block (mg)	15.13	15.23	0.66%	15.16	0.17%	15.01	-0.76%	14.78	-2.35%
NOx exposure to facility (mg)	1145	1133	-1.05%	1145	0.06%	1126	-1.66%	1130	-1.28%
NOx exposure to block (mg)	1876	1897	1.11%	1881	0.29%	1871	-0.28%	1846	-1.57%
HDDT: CO2 emission (ton)	920.6	921.9	0.13%	922.3	0.18%	918.1	-0.27%	904.2	-1.79%
HDDT: PM2.5 emission (mg)	13.07	13.03	-0.26%	13.08	0.07%	13.00	-0.51%	12.78	-2.16%
HDDT: NOx emission (mg)	1061	1062	0.09%	1063	0.16%	1058	-0.27%	1045	-1.55%

4.8. Results for Moreno Valley Scenario at Regional Level

In the system level evaluation, relative to the baseline, adding Nason St. or Ironwood St. individually results in minimal changes improvements in truck VMT (–0.07% and 0.00%), while the combination of Ironwood and Nason leads to a 0.36% reduction in truck VMT; the Redland Blvd. scenario shows a significant 1.24% decrease in truck VMT. Considering the impact of computational dynamics in simulation, it is safe to conclude that the proposed truck route strategies do not cause significant negative impacts to other cities in this area. Among all the cases, Redlands Blvd is still the best based on mobility, emissions, and human exposure in the system level evaluation, followed by the case when both Nason St. and Ironwood St. are added.

Table 7 Results for Moreno Valley scenario at regional level

	Baseline	Add Nason St.	% diff	Add Iroonwood St.	% diff	Add Iroonwood St.+ Nason St.	% diff	Add Redland Blvd.	% diff
VMT for truck (10^3 km)	1699	1698	-0.07%	1699	0.00%	1693	-0.36%	1678	-1.24%
Travel time for truck (10^3 hour)	21.63	21.66	0.16%	21.65	0.09%	21.59	-0.17%	21.46	-0.77%
avg truck speed (km/h)	78.55	78.37	-0.23%	78.48	-0.09%	78.4	-0.19%	78.18	-0.47%
PM2.5 exposure to facility (mg)	20.37	20.22	-0.73%	20.40	0.18%	20.15	-1.08%	20.27	-0.45%
PM2.5 exposure to block (mg)	29.24	29.41	0.57%	29.33	0.29%	29.13	-0.38%	28.87	-1.26%
NOx exposure to facility (mg)	2692	2678	-0.54%	2694	0.07%	2661	-1.16%	2669	-0.84%
NOx exposure to block (mg)	3472	3500	0.80%	3483	0.33%	3463	-0.27%	3438	-0.98%
HDDT: CO2 emission (ton)	1599	1597	-0.09%	1599	-0.01%	1593	-0.35%	1580	-1.20%
HDDT: PM2.5 emission (mg)	23.80	23.71	-0.40%	23.77	-0.14%	23.69	-0.49%	23.46	-1.44%
HDDT: NOx emission (mg)	1813	1811	-0.14%	1812	-0.05%	1808	-0.32%	1795	-1.02%

4.9. Reducing High-Impact Exposure via Emissions Redistribution

The alternative truck route designs significantly reduce pollutant exposure for the most heavily impacted populations by redistributing heavy-duty diesel truck (HDDT) emissions (see Figure 17 and Figure 18). Under the baseline scenario, approximately 8,376 individuals are exposed to daily $PM_{2.5}$ inhalation exceeding 5.5 μg and to NO_x levels above 225 μg. In comparison, the Ironwood and Redland scenarios eliminate high exposure entirely, reducing the affected population to zero for both pollutants. The Nason scenario achieves nearly a 50% reduction in high exposure, lowering the $PM_{2.5}$-exposed population to 4,133, as well as for NO_x. The Victoria scenario similarly reduces the $PM_{2.5}$-exposed population to 4,147 and performs slightly better for NO_x, reducing the exposed group to 3,355 individuals. These results highlight the effectiveness of alternative routing strategies in mitigating human exposure to transportation-related air pollutants.

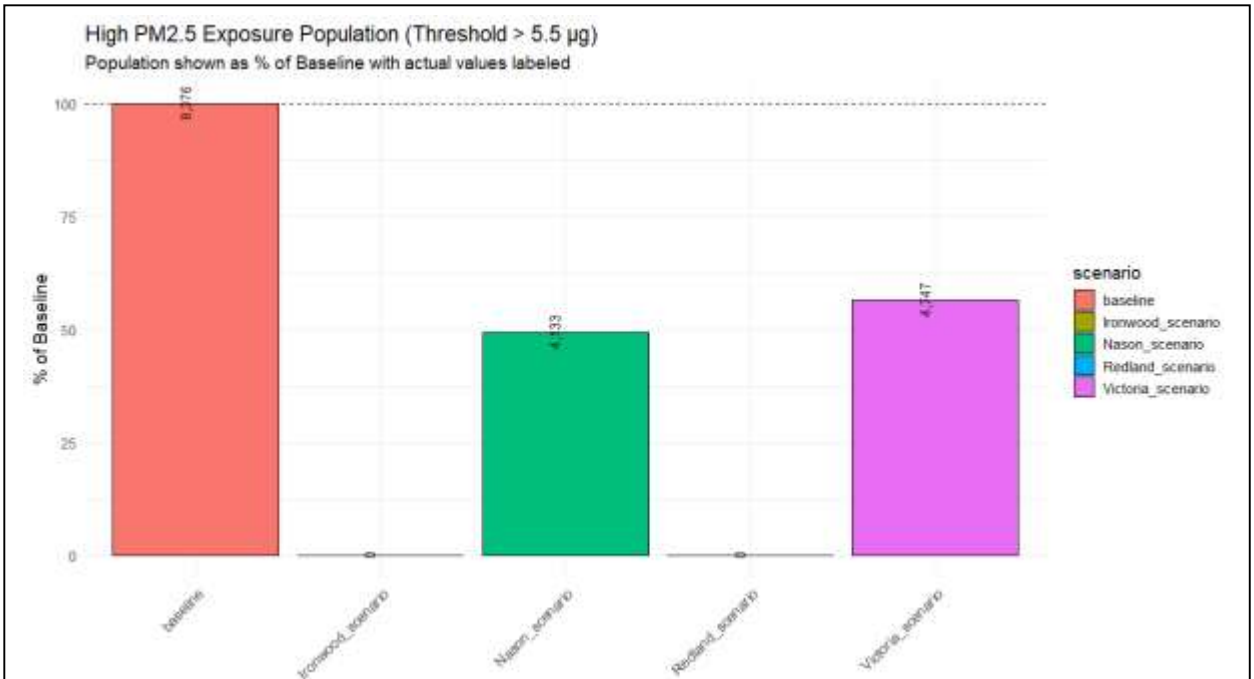


Figure 17 Daily inhaled mass of PM2.5 comparison

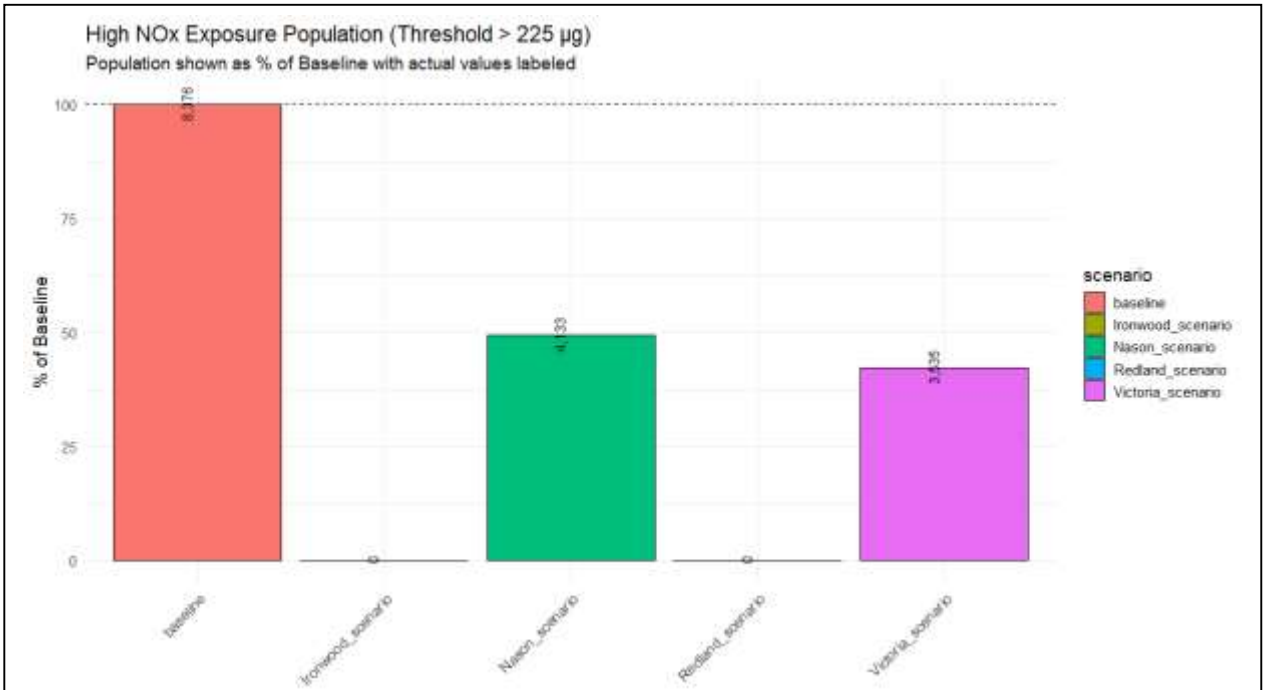


Figure 18 Daily inhaled mass of NOx comparison

5. Conclusions

5.1. Summary of Findings

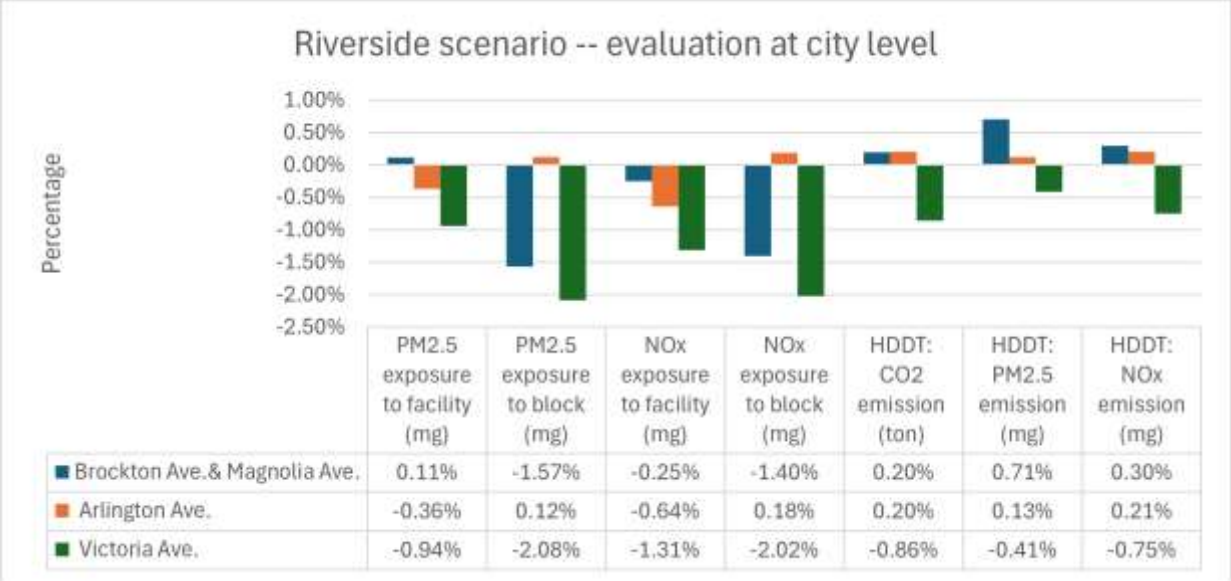
The main objective of this study is to conduct health-based truck route assessment for the cities of Riverside and Moreno Valley, identify and evaluate alternative truck routes in the heavy-duty truck sector that could lower pollutant emissions in communities or other areas of poor air quality. In this study, the alternative truck routes are selected to guide the movement of HDDTs to reduce air pollutant emissions and adverse public health and environmental impacts. This section of the report discusses project results and the potential use of alternative truck routes to achieve public policies established by the city.

The research consists of two major parts: traffic demand modeling and simulation-based scenario evaluation. Two cities, Riverside and Moreno Valley, were selected along with seven alternative truck route scenarios for evaluation. This area is expected to impose a significant traffic burden, with the development of freight industry and increasing needs for freight traffic. By optimizing truck route design, the study aims to improve overall mobility while reducing human exposure to HDDT emissions. Additionally, the requisite data for each area was available for both travel demand modeling and air pollution/human exposure modeling, ensuring a robust and detailed evaluation of the proposed alternatives.

The modeling and simulation evaluation of traffic demand and alternatives truck routes in two studied cities was conducted to demonstrate their potential in reducing truck emissions and their impacts inside communities. For the traffic demand modeling, it consists of two traffic sources – HDDT demand and passenger car demand, which together are built to reflect real world traffic patterns. For the passenger car demand, it is created based on regional demographic information, such as American Community Survey, and activity synthesis to create individual's within-day activity, such as commuting. The personal activities are used to evaluate how the alternative truck routes affect passenger car mobility and emissions. For the HDDT demand, the regional forecast model – SCAG was employed to provides coarse HDDT demands, and the real-world truck travel data provided by telematic provider and truck-related facilities are used to assign precise coordinates for each HDDT trips. Figure 19 presents the calibrated HDDT trips. Blue circles indicate the starting points of HDDT trips, while yellow circles represent their endpoints. Notably, the largest circles appear along the highways at the boundary of the generation area, reflecting a high volume of through traffic by HDDTs. The generation area covers a bunch of cities in the Inland Empire, including Riverside, Moreno Valley, Ontario, Chino, and adjacent cities.

Figure 19 Visualization of HDDT trips start from 9:00 AM to 9:10 AM

Figure 20 Percentage change for Riverside scenario compares three alternative truck route scenarios in Riverside. The Victoria Ave. scenario demonstrates strong performance across all metrics—lowering pollutant exposure at sensitive facilities and residential blocks by approximately 1% and 2%, respectively, while also reducing overall truck emissions. Given that truck restrictions are already in place on Victoria Ave. from La Sierra Ave. to University Ave., this finding reinforces the effectiveness of the current policy. In contrast, the Arlington Ave. scenario shows minimal impacts on both mobility and environmental outcomes. Meanwhile, the Brockton Ave. and Magnolia Ave. scenario reduces $PM_{2.5}$ and NOx exposure at residential blocks by 1.57% and 1.40%, respectively, despite slight increases in overall truck $PM_{2.5}$ and NOx emissions.

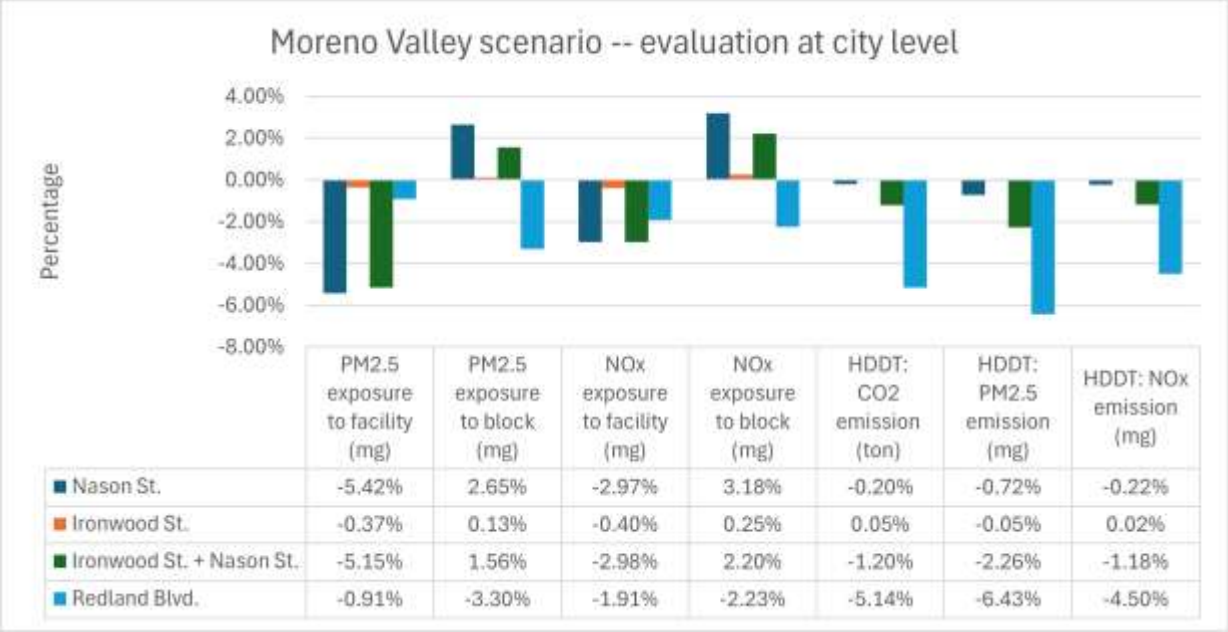


	PM2.5 exposure to facility (mg)	PM2.5 exposure to block (mg)	NOx exposure to facility (mg)	NOx exposure to block (mg)	HDDT: CO2 emission (ton)	HDDT: PM2.5 emission (mg)	HDDT: NOx emission (mg)
Brockton Ave.& Magnolia Ave.	0.11%	-1.57%	-0.25%	-1.40%	0.20%	0.71%	0.30%
Arlington Ave.	-0.36%	0.12%	-0.64%	0.18%	0.20%	0.13%	0.21%
Victoria Ave.	-0.94%	-2.08%	-1.31%	-2.02%	-0.86%	-0.41%	-0.75%

Figure 20 Percentage change for Riverside scenario

Figure 21 Percentage change for Moreno Valley scenario, comparing four alternative truck route scenarios in Moreno Valley. The Redlands Blvd. scenario (represented by the light-blue bar) outperforms the other alternatives by simultaneously enhancing mobility and reducing both emissions and human exposure. Specifically, HDDT emissions for $PM_{2.5}$, NOx, and CO_2 decrease by 6.43%, 4.5%, and 5.14% respectively, while truck mobility improves by approximately 4%. These results suggest that Redlands Blvd. is beneficial for truck use—a finding that is consistent across evaluations at the neighboring city level and the regional level. In contrast, other scenarios—such as the Nason St. alternative and the combined Nason St. and Ironwood St. scenario—reveal significant trade-offs between reducing human exposure and maintaining mobility. These findings highlight the complexity of optimizing truck route networks to balance connectivity, mobility, and public health outcomes.

For both Riverside and Moreno Valley cases, we also evaluate the impact to the neighboring cities and the region. The findings support the conclusion that the proposed truck route strategies do not cause significant negative impacts on the adjacent cities and the entire region. Overall, this study lays a solid foundation for future research aimed at developing systematic methodologies to optimize freight networks while achieving simultaneous improvements in mobility and environmental impacts.



	PM2.5 exposure to facility (mg)	PM2.5 exposure to block (mg)	NOx exposure to facility (mg)	NOx exposure to block (mg)	HDDT: CO2 emission (ton)	HDDT: PM2.5 emission (mg)	HDDT: NOx emission (mg)
Nason St.	-5.42%	2.65%	-2.97%	3.18%	-0.20%	-0.72%	-0.22%
Ironwood St.	-0.37%	0.13%	-0.40%	0.25%	0.05%	-0.05%	0.02%
Ironwood St. + Nason St.	-5.15%	1.56%	-2.98%	2.20%	-1.20%	-2.26%	-1.18%
Redland Blvd.	-0.91%	-3.30%	-1.91%	-2.23%	-5.14%	-6.43%	-4.50%

Figure 21 Percentage change for Moreno Valley scenario

5.2. Policy Implications

The findings of this study highlight the critical role of truck route planning in balancing mobility, emissions reduction, and public health. The evaluation of alternative truck routes in Riverside and Moreno Valley provides insights into how strategic freight transportation policies can mitigate congestion, reduce emissions, and improve air quality. The proposed alternative truck routes in this study are shown below, with the summary of the performance:

Riverside Alternative Truck Routes:

- Victoria Ave. (Truck restriction) – Demonstrated the best overall performance in reducing emissions and human exposure.
- Brockton & Magnolia Ave. (Truck restriction) – Effectively reduced PM2.5 and NOx exposure but had limited mobility benefits.
- Arlington Ave. (Truck restrictions) – Showed minimal impact on both mobility and environmental outcomes.

Moreno Valley Alternative Truck Routes:

- Nason St. (Added truck route) – Offered minor mobility improvements but posed trade-offs between human exposure to block and sensitive groups.
- Ironwood Ave. (Added truck route) – Similar to Nason St., with moderate impact on congestion and emissions.
- Nason St. + Ironwood Ave. (Combined truck route expansion) – Helped reduce truck VMT, emissions, and human exposure to overall population, but increase exposure to sensitive groups.

- Redlands Blvd. (Added truck route) – Best-performing scenario, reducing HDDT emissions ($PM_{2.5}$ by 6.43%, NOx by 4.5%, and CO_2 by 5.14%) while improving truck mobility by 4%.

According to the findings above, policy implications are listed below:

- A data-driven approach to truck route planning will enhance freight efficiency while minimizing negative environmental and public health impacts. Transportation agencies can regularly update truck routes based on traffic and emissions trends, ensuring that freight movements align with sustainable urban planning goals.
- Expand truck routes in Moreno Valley, especially along Nason St., Ironwood Ave., and Redlands Blvd., to prevent local congestion escalation as the freight industry grows. Implement dedicated truck lanes or corridors in high-demand freight areas to separate passenger and freight traffic, improving mobility and safety.
- Implicate truck restrictions on Brockton & Magnolia Ave. to protect sensitive communities from emissions exposure. Keep restricting on Victoria Ave to receive benefits in reducing emissions and human exposure.
- Encourage the adoption of zero-emission or low-emission trucks, particularly in areas where emissions are difficult to mitigate, human exposure is high, and mobility improvements are needed.

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Environmental Sources of Early Life Adversity in Northwest Riverside County and Prevention and Remediation of Their Adverse Behavioral Health Sequelae

Final report to the Riverside Transportation Commission

September 15, 2024

Carl Anderson Johnson, PhD and Aparna Jain, MD, MPH

CTRI has met its objectives for assessing Environmental Sources of Early Life Adversity in Northwest Riverside County and Prevention and Remediation of their Adverse Behavioral Health Sequelae. Areas of focus in this study included Jurupa Valley and Eastvale south along the I15 corridor to Norco and Corona.

Riverside County communities were assessed for environmental threat drawing from California databases and CTRI's own previous work in the region. The cities chosen (Jurupa Valley, Eastvale, Corona, and Norco, and surrounding communities) were selected from among Northwest Riverside County communities scoring moderately high to very high on a composite environmental threat index.

Objectives of the study included: to 1) identify communities at high risk, 2) screen residents for health outcomes and risk factors including physical, psychosocial, and neurocognitive dysfunctions potentially related environmental disruptions, 3) develop partnerships among health, social service, educational, and other community organizations that might contribute to mitigating harm, and 4) develop community embedded teams to deliver prevention and remediation services especially to marginalized and hard to reach youth and their families at risk for both physical and mental harm associated with adversity, and implement community health services. These include community health workers and enhanced care management services. This final report covers all four major objectives.

OBJECTIVE 1. IDENTIFICATION OF COMMUNITIES AT HIGH RISK. Riverside County cities identified at high risk for environmentally related health outcomes and prevention program development included Jurupa Valley, Eastvale, Norco, and Corona, all cities lying along the heavily trafficked I-15 corridor. An environmental assessment included 1) GIS analysis, 2) windshield surveys of major environmental hazards and potential resources on major streets and thoroughfares within each city, and 3) focus groups and key informant interviews of residents and leaders in each city. The findings were compiled into reports leading to two successful grant applications to the California Health and Welfare Agency to provide Enhanced Care Management and Community Health Worker services to help relieve the excess health burdens on these cities. Copies of the reports and the successful grant applications are available on request.

OBJECTIVE 2. HEALTH SCREENINGS. Support from the Riverside Transportation Commission permitted us to expand our community screenings to Riverside communities along the I-15 corridor (additional screenings in nearby communities of San Bernardino and LA Counties were supported by an ACEs Practice grant from CHWA). Over a 10-month period, we

conducted 12 health screenings across Riverside and nearby LA and San Bernardino County communities, assessing 153 participants for both physical and mental health. Physical health screenings included blood pressure, height, weight, waist and hip circumference, and HbA1C blood tests (when

feasible). Mental health assessments covered risks for depression, anxiety, stress, and Adverse Childhood Experiences (ACEs), while physical activity and dietary habits were also evaluated. Social determinants of health, such as discrimination, housing, employment, and family incarceration, were assessed. Participants at high risk were referred to internal and collaborative services for social wellbeing, nutrition, physical activity, and counseling.

Table 1: Demographic Assessments

Demographic Assessment		Riverside (n=55)	LA (n=51)	San Bernadino (n=47)
Age	Mean Age	46.4 y (SD - 13.01)	38.4 y (SD – 13.52)	34.6 y (SD – 13.71)
	Age Range	23.4 y – 79 y	21.2 y – 75.3 y	19.3 y – 68.9 y
Gender	Male	15 (27.3%)	13 (25.5%)	20 (42.6%)
	Female	38 (69.1%)	36 (70.6%)	26 (55.3%)
Ethnicity	Latino or Hispanic	36 (65.5%)	24 (47.1%)	30 (63.8%)
Race	White	24 (43.6%)	15 (29.4%)	6 (12.8%)
	Multiracial	17 (30.9%)	10 (19.6%)	17 (36.2%)
	Black/African American	3 (5.5%)	10 (19.6%)	12 (25.5%)
	Asian	2 (3.6%)	9 (17.6%)	1 (2.1%)
	American Indian/ Alaskan Natives	1 (1.8%)	2 (3.9%)	1 (2.1%)
Marital Status	Married / living with a partner	33 (60.0%)	23 (45.1%)	21 (44.7%)
	Never married	8 (14.5%)	17 (33.3%)	20 (42.6%)
	Separated/ Divorced	12 (21.8%)	7 (13.7%)	4 (8.6%)

Economic Status	Above Poverty Line	27 (49.1%)	34 (66.7%)	14 (29.8%)
	Below Poverty Line	15 (27.3%)	4 (7.8%)	15 (31.9%)

Table 2: Biological Assessments

Biological Assessments		Riverside (n=42)	LA (n=51)	San Bernadino (n=47)
HbA1C	5.7 – 6.4 (At risk for Diabetes)	7 (12.7%) (n=30)	15 (29.4%)	11 (23.4%)
	>6.4 (Diabetic)	4 (7.3%)	1 (2%)	-
BMI	18.5 – 24.9 (Normal)	23 (41.8%)	22 (43.1%)	16 (34%)
	25 – 29.5 (overweight)	-	-	-
	>30 (Obese)	16 (29.1%)	18 (35.3%)	16 (34%)
Blood Pressure	120 – 129 Systolic and <80 Diastolic (Elevated Blood Pressure)	8 (14.5%)	14 (27.5%)	9 (19.1%)
	>=130 Systolic and >=80 Diastolic (Hypertension)	20 (36.4%)	9 (17.6%)	13 (27.7%)
	Either Systolic or Diastolic elevated (High Blood Pressure – Elevated and Hypertensive)	28 (50.9%)	23 (45.1%)	22 (46.8%)

Table 3: Mental Health Assessment

		Riverside (n=49)	LA (n=51)	San Bernadino (n=47)
ACES	>=3	9 (16.4%)	8 (15.7%)	12 (25.5%)

Depression	>=3 (high risk)	1 (1.8%)	1 (2%)	1 (2.1%)
Anxiety and Stress	>=3 (High risk)	4 (7.3%)	3 (5.9%)	3 (6.4%)

Table 4: Social Determinants of Health

SDH		Riverside (n=55)	LA (n=51)	San Bernadino (n=47)
Homelessness and safe housing	did not have housing	3 (5.5%)	1 (2%)	2 (4.3%)
	feel their living situations are not safe.	5 (9.1%)	4 (7.8%)	4 (8.5%)
Employment	Unemployed	14 (25.4%)	11 (21.6%)	11 (23.4%)
Discrimination	have been treated unfairly because of their color or racial characteristics	11 (20%)	10 (19.6%)	6 (12.8%)
Accessibility	In the past year they or any family members they live with been unable to get any of the following when it was really needed – Food, Utilities (electric, gas, oil, water), clothing, childcare, medicine or any healthcare, phone, transportation etc.	22 (40%)	10 (19.6%)	11 (23.4%)
Jail	In the past year they had someone close spent time in jail/prison.	3 (5.5%)	3 (5.9%)	4 (8.5%)

OBJECTIVE 3. PARTNERSHIP DEVELOPMENT. Partnership development exceeded expectations yet continues with the new grants and anticipated additional IEHP support. Development includes identification of partnership needs including environmental obstacles to

optimal health, classification of relevant partnerships, identification of candidate partners, and engagement of those partners.

I. Inland Empire Health Plan (IEHP). Collaborations with IEHP have included community health worker (CHW) trainings, a contract from IEHP for CTRI to provide Enhanced Care Management and community support services, a contract for CTRI to serve as an Cal-Aim IEHP Community Supervising Provider of CHW services, and access to IEHP community resource centers for screening, educational, counseling, and navigation services. An additional contract to develop community-embedded teams is pending.

II. Chaffey College and West Coast University. Chaffey and West Coast sent 3 CHW and 10 public health RN interns to work on our NW Riverside County projects this spring and summer.

III. West Coast University has provided two cohorts of 10 RN interns to date. These interns were instrumental in carrying out community environmental risk and resource assessments. Additional WCU interns will participate in the future.

IV. Western University has committed two Psychiatry Mental Health Nurse Practitioner intern and one Family Nurse Practitioner intern to work for six months or more on our programs. Start-up of this program is anticipated in 2025.

V. My Healthy Reader Alliance. CTRI strengthened its alliance with My Healthy Reader, a RC-based CBO, scheduling two screening events in September. Collaborative funding from the Dairy Council of California in November 2023 led to plans for screening events in Riverside and San Bernardino counties. A screening event at Change Community Church in Moreno Valley is scheduled for February, and a contract with IEHP Resource Center Riverside is set for March 2024.

VI. Claremont Graduate University's Art Program. A notable partnership with Claremont Graduate University's art program allowed CTRI to provide art therapy and community art services, enhancing holistic health services to the community. Two impactful events were held in December 2023.

VII. Jurupa Valley Adopt a Family. CTRI partnered with Jurupa Valley Adopt a Family, conducting two screenings for the above 18-year population in the area. Approximately 50 participants were screened for physical and socio-emotional health needs. This partnership serves as the locus for implementing services through a planned grant-supported project to advance child and adolescent mental health.

OBJECTIVE 4. DEVELOP COMMUNITY EMBEDDED TEAMS to deliver prevention and remediation services especially to marginalized and hard to reach youth and their families at risk for both physical and mental harm associated with adversity. We applied for and received a 2-year $1.1 MM PATH-CITED grant to provide enhanced care management and social support services for youth and adults in the RC County cities of Jurupa Valley, Eastvale, Norco, and Corona and adjacent SBC cities west and north. This and a smaller companion grant will include teams of social workers, nurses, community health workers, and case managers working with clients and

community resources to address unmet health care needs arising from environmental, socioeconomic, and other challenges.

In summary, the grant to CTRI from the Riverside Transportation Commission has enabled us to carry out assessments of environmental, community, and individual needs relevant to the health of residents residing and working along the environmentally impacted I-15 corridor. These assessments have contributed directly to the development of partnerships critical to service delivery and to successful solicitation of funding to develop innovative support mechanisms to address the needs identified. The potential for sustainability is high by CTRI's have been designated by IEHP as a Community Provider Organization (CPO) of Medi-Cal ECM and CHW service.

AGENDA ITEM 7

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	December 10, 2025
TO:	Riverside County Transportation Commission
FROM:	Jeff Dietzler, Toll Capital Project Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Resolution Considering Interstate 15 Express Lanes Project-Southern Extension Environmental Impact Report and Approving the Interstate 15 Express Lanes Project Southern Extension as a Responsible Agency

STAFF RECOMMENDATION:

This item is for the Commission to:

1) Adopt Resolution No. 25-011, *"Resolution of the Riverside County Transportation Commission (1) Considering the Final Impact Report for the I-15 Express Lanes Project Southern Extension; (2) Making Responsible Agency Findings Pursuant to the California Environmental Quality Act (CEQA) and State CEQA Guidelines Section 15096; (3) Adopting CEQA Findings of Fact Under State CEQA Guidelines Section 15091; (4) Adopting a Statement of Overriding Considerations Under State CEQA Guidelines Section 15093; (5) Adopting the Mitigation Monitoring and Reporting Program Under State CEQA Guidelines Section 15097; and (6) Approving the I-15 Express Lanes Project Southern Extension in the Limited Role as a Responsible Agency"*.

BACKGROUND INFORMATION:

Existing traffic volumes often exceed current highway capacity along several segments of I-15 between State Route 74 (Central Avenue) and El Cerrito Road. Due to forecasted population growth and the continued development to support the projected growth in the region, the I-15 corridor is expected to continue to experience increased congestion and longer commute times that are projected to negatively affect traffic operations along the freeway mainline. The I-15 Express Lanes Project Southern Extension (Project) seeks to alleviate these issues. The Project would be the addition of two tolled express lanes in both the northbound (NB) and southbound (SB) directions within the median of I-15 from SR-74 (Central Avenue) (PM 22.3) in the city of Lake Elsinore, through the unincorporated Riverside County community of Temescal Valley, to El Cerrito Road post mile (PM) 38.1 in the city of Corona, for a distance of approximately 15.8 miles. The Project would also add a SB auxiliary lane between both the Main Street (PM 21.2) Off-Ramp and SR-74 (Central Avenue) On-Ramp (approximately 0.75 mile), and the SR-74 (Central Avenue) Off-Ramp and Nichols Road On-Ramp (PM 23.9) (approximately 1 mile). See Figure 1 below for a project location map.

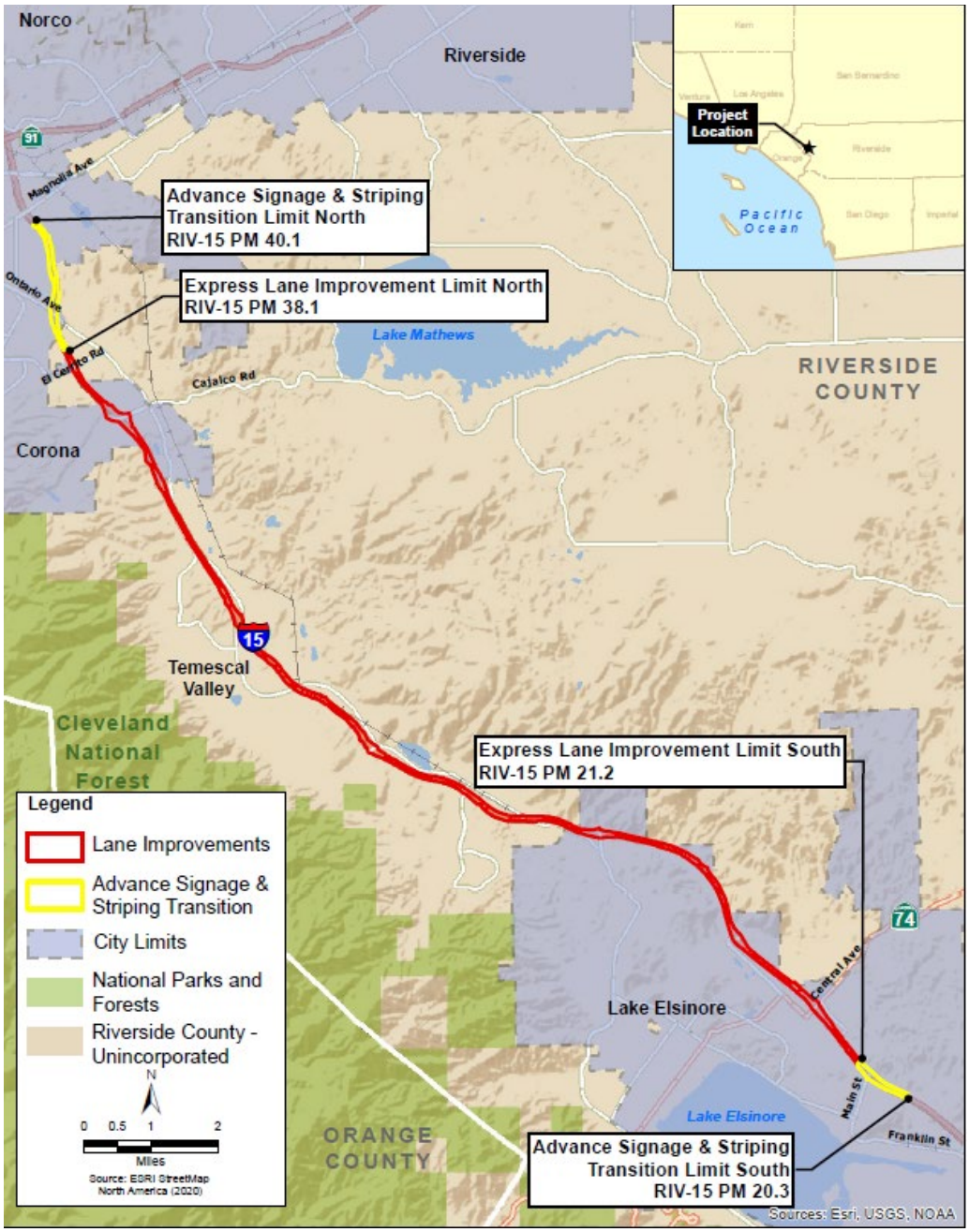

Figure 1 – Project Location Map

Purpose and Need of the Project

- Improve and manage traffic operations, throughput (traffic flow), and travel times along the corridor.
- Expand travel mode choice along the corridor.
- Provide an option for travel time reliability.
- Provide a cost-effective mobility solution.
- Expand and maintain compatibility with the existing Express Lane network in the region.

Environmental Process and Commission's Role

The proposed Project is a joint project by the California Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA) and is subject to state and federal environmental review requirements. Therefore, project documentation has been prepared in compliance with both the CEQA and the National Environmental Policy Act (NEPA). Caltrans is the lead agency under CEQA and NEPA. FHWA's responsibility for environmental review, consultation, and any other action required in accordance with applicable federal laws for this Project is being or has been carried out by Caltrans under its assumption of responsibility pursuant to 23 United States Code section 327.

Public review of the draft EIR/EA prepared for the Project began on October 9, 2024, and ended on November 26, 2024. Following receipt of comments from the public and reviewing agencies, a final EIR/EA was prepared. The final EIR/EA included responses to comments received on the draft EIR/EA and identified the preferred project alternative. Caltrans shall ensure that a Notice of Limitation on Claims for Judicial Review of Actions is posted in the Federal Register after December 3, 2025.

Ultimately, Caltrans approved the Project in its role as CEQA lead agency on December 3, 2025. Thereafter, Caltrans – as assigned by FHWA – approved the Project under NEPA, and the Finding of No Significant Impact (FONSI) was signed on December 3, 2025.

In contrast to Caltrans and FHWA's roles under NEPA and CEQA, the Commission's role is limited to that of a responsible agency under CEQA only. CEQA provides that a responsible agency's obligations are narrower and more limited than those of the lead agency. For example, a responsible agency needs to "consider", but need not "certify", an EIR prepared for a project. However, in reviewing the final EIR/EA, the Commission must independently reach its own conclusion on whether and how to issue any project approvals. Additionally, the Commission must make its own findings for each of the Project's potentially significant effects.

Staff and the Commission's consultant team reviewed all comments submitted on the EIR/EA. Ultimately, all issues identified in comment letters have been thoroughly analyzed in the EIR/EA. Further, Caltrans adopted a Mitigation Monitoring and Reporting Program (MMRP) that imposes mitigation measures to reduce many environmental impacts to below a level of significance. The Project is committed to develop a program that includes the following:

- Riverside County Free Rail Pass Program for 2 years offering temporary free Metrolink passes to Riverside County residents
- Work with Riverside Transportation Agency (RTA) to improve and potentially expand RTA's existing CommuterLink bus service that operates on I-15 from Temecula to Corona
- RTA buses will be permitted to utilize the Express Lanes at no cost within the Project limits
- Continue to subsidize the vanpool component of the VanClub program. For this, RCTC will fund and administer the vanpool subsidies with $15 million for an additional 5-year period starting in 2030

- RCTC will provide $12 million dollars to administer the IE Commuter, a rideshare program, over a 5-year period starting in 2030
- To accommodate growing commuter demand and support mode shift in the Inland Empire, RCTC Commuter Assistance will extend park and ride leases beyond their current expiration in 2029 and expand the network. The number of additional lease spaces is subject to ongoing lease negotiations and property availability

Nonetheless, and even with the implementation of all feasible mitigation measures, some impacts will remain potentially significant and unavoidable. Those include:

- Air Quality cumulative impact related to PM_{10} and $PM_{2.5}$
- Air Quality cumulative impact related to greenhouse gas (GHG)
- Conflict with the California Assembly Bill (AB) 32 Climate Change Scoping Plan

Accordingly, the resolution proposed for adoption makes written CEQA findings, agrees with and adopts the MMRP previously adopted by Caltrans, and finds the project's benefits outweigh the Project's potentially significant and unavoidable environmental impacts through a statement of overriding considerations. The resolution would also confirm RCTC's approval of the Project in RCTC's limited role as a responsible agency and allow RCTC staff to move forward with project funding and planning activities, and coordination with Caltrans.

RECOMMENDATION:

Staff recommends adopting Resolution No. 25-011. The resolution proposed for adoption makes written CEQA findings, agrees with and adopts the MMRP previously adopted by Caltrans, and finds the Project's benefits outweigh the Project's potentially significant and unavoidable environmental impacts through a Statement of Overriding Considerations. The resolution would also confirm the Commission's approval of the Project in the Commission's limited role as a responsible agency and allow Commission staff to move forward with project funding and planning activities, and coordination with Caltrans.

FISCAL IMPACT:

There is no fiscal impact with this Commission action, however, mitigation measures included in the EIR/EA will be incorporated into future fiscal year actions by the Commission.

Attachments:
1) Resolution No. 25-001
2) Findings of Fact (Exhibit A)

RESOLUTION NO. 25-011

RESOLUTION OF THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (1) CONSIDERING THE FINAL ENVIRONMENTAL IMPACT REPORT (SCH # 2019100381) FOR THE I-15 EXPRESS LANES PROJECT SOUTHERN EXTENSION (2) ADOPTING RESPONSIBLE AGENCY FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") AND STATE CEQA GUIDELINES SECTION 15096; (3) ADOPTING RESPONSIBLE AGENCY FINDINGS OF FACT UNDER STATE CEQA GUIDELINES SECTION 15091; (4) ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS UNDER STATE CEQA GUIDELINES SECTION 15093; (5) ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM UNDER STATE CEQA GUIDELINES SECTION 15097; AND (6) APPROVING THE I-15 EXPRESS LANES PROJECT SOUTHERN EXTENSION IN THE LIMITED ROLE AS A RESPONSIBLE AGENCY.

WHEREAS, the I-15 Express Lanes Project Southern Extension (Project) proposes to construct new lanes along I-15 between post mile 21.2 and post mile 38.1 in Riverside County in order to improve and mange traffic operations, throughput, and travel times along the corridor, expand travel mode choice, provide an option for travel time reliability, provide a cost-effective mobility solution, and expand and maintain compatibility with the express lane network in the region; and

WHEREAS, the California Department of Transportation (Caltrans) is the lead agency for the Project under both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA); and

WHEREAS, pursuant to section 21002.1(d) of the Public Resources Code, and section 15381 of the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 1500 et seq.), the Riverside County Transportation Commission (RCTC) is a responsible agency for the funding and implementation of the Project; and

WHEREAS, Caltrans solicited comments, including details about the scope and content of the environmental information as well as potential feasible mitigation measures from responsible agencies, trustee agencies, and the public in a Notice of Preparation (NOP) for the Project, which was filed on October 11, 2019 and circulated for a period of 30 days pursuant to State CEQA Guidelines section 15082(a) and 15375; and

WHEREAS, pursuant to Public Resources Code section 21083.9 and State CEQA Guidelines sections 15082(c) and 15083, Caltrans conducted public scoping to solicit public comments for the Project; and

WHEREAS, in compliance with the Public Resources Code, Caltrans prepared a Draft Environmental Impact Report/Environmental Assessment with Finding of No Significant Impact (Draft EIR/EA) to analyze the potential environmental effects of the Project; and

WHEREAS, public review of the Draft EIR/EA began on October 9, 2024, and ended on November 26, 2024; and

WHEREAS, all potentially significant adverse environmental impacts of the Project were fully analyzed in the draft EIR/EA; and

WHEREAS, pursuant to State CEQA Guidelines sections 15088 and 15089, Caltrans prepared the final EIR/EA, which includes written response to comments received on the Project; and

WHEREAS, the final EIR/EA consists of the final EIR/EA and the Draft EIR/EA; and

WHEREAS, in its role as CEQA lead agency, Caltrans certified the final EIR/EA and approved the Project on December 3, 2025; and

WHEREAS, Caltrans filed and had posted a Notice of Determination (NOD) on December 5, 2025; and

WHEREAS, the scope of RCTC's approval authority as a CEQA responsible agency is more limited than that of Caltrans as the lead agency; and

WHEREAS, RCTC's approval actions specifically include adopting this Resolution, adopting responsible agency findings pursuant to CEQA, adopting a mitigation monitoring and reporting program, adopting a statement of overriding considerations, and approving the Project; and

WHEREAS, all requirements of the Public Resources Code and the State CEQA Guidelines have been satisfied in the final EIR/EA, which is sufficiently detailed so that all the potentially significant effects of the Project, as well as feasible mitigation measures and a range of potentially feasible alternatives capable of eliminating or reducing those effects, have been adequately evaluated; and

WHEREAS, the environmental impacts identified in the final EIR/EA that RCTC finds will either have no impact or are less than significant and do not require mitigation are described in Section II below; and

WHEREAS, the environmental impacts identified in the final EIR/EA as potentially significant but which RCTC finds can be mitigated to a less than significant level through the implementation of avoidance, minimization, and mitigation measures; and other conditions identified in the Mitigation Monitoring and Reporting Program (MMRP) are described in Section III below; and

WHEREAS, the environmental impacts identified in the final EIR/EA as potentially significant but which RCTC finds cannot be mitigated to a level of less than significant, despite the imposition of all feasible measures identified in the final EIR/EA, are described in Section IV below; and

WHEREAS, RCTC concurs with Caltrans' determinations, and the EIR/EA's analysis, that the Project will result in significant and unavoidable impacts, but that the benefits of the I-15 Express Lanes Project Southern Extension outweigh its potential significant effects for the reasons set forth in the Statement of Overriding Considerations included in Section VIII, below; and

WHEREAS, the MMRP, which sets forth all feasible avoidance, minimization, and mitigation measures is attached hereto as Exhibit A; and

WHEREAS, prior to taking action, RCTC has heard, been presented with, reviewed, and considered all of the information and data in the administrative record, including the final EIR/EA, and all oral and written evidence presented to it during all meetings and hearings, and RCTC has independently reviewed the record and all of RCTC's findings and conclusions are based on this evidence, as well as the written CEQA findings prepared by Caltrans, which are on file with RCTC and incorporated herein by reference, and not based solely on the information provided in this Resolution; and

WHEREAS, the final EIR/EA reflects the independent judgment of RCTC and is fully adequate for purposes of making decisions on the merits of the Project; and

WHEREAS, RCTC has not received any comments or additional information that constituted significant new information requiring recirculation under Public Resources Code section 21092.1 and State CEQA Guidelines section 15088.5 and recirculation of the EIR/EA is not required because no new significant impacts and no substantial increases to existing significant impacts will occur from implementation of the Project; and

WHEREAS, on December 10, 2025, RCTC conducted a duly noticed public meeting on this Resolution, at which time all persons wishing to speak on the matter were heard, and the I-15 Express Lanes Project Southern Extension was fully considered; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED BY THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION:

SECTION I

INTRODUCTION

A. Project Description

As set forth in the draft EIR/EA (page 1-27), the I-15 Express Lanes Project Southern Extension would extend the 1-15 Express Lanes currently under construction, an additional 14.5 miles. The proposed new segment would extend from State Route 74 (Central Avenue) (post mile [PM] 22.3) in Lake Elsinore, through the unincorporated Riverside County community of Temescal Valley, to Cajalco Road (PM 36.8) in Corona. The project proposes to increase capacity by adding two tolled express lanes in both directions within the 1-15 median to accommodate increasing traffic volumes in southwestern Riverside County. Associated improvements, including advance signage and transition striping, would extend two miles from each end of the project limits to PM 20.3 in the south and PM 38.8 in the north.

Along with the No Build (No-Action) Alternative that is required by NEPA and CEQA regulations, the Project alternative is Build Alternative (Preferred Alternative). Build Alternative (Preferred Alternative) has been identified as the Preferred Alternative for the I-15 Express Lanes Southern Extension project (page 1-27 in the final EIR/EA). Build Alternative (Preferred Alternative) is also referred to as the "Project" and "I-15 Express Lanes Southern Extension project" in this Resolution.

B. Legal Requirements

Public Resources Code section 21002 states that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such project[.]" Section 21002 further states that the procedures requiring CEQA "are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects."

Pursuant to State CEQA Guidelines section 15091, RCTC may only approve or carry out a project for which an EIR has been completed that identifies any significant environmental effects if RCTC makes one or more of the following written finding(s) for each of those significant effects accompanied by a brief explanation of the rationale for each finding:

1. Changes or alterations have been required in, or incorporated into, the project which will avoid or substantially lessen the significant environmental impact as identified in the EIR; or

2. Such changes or alternations are within the responsibility and jurisdiction of a public agency other than RCTC, and such changes have been adopted by such other agency, or can and should be adopted by such other agency; or

3. Specific economic, social, legal, or other considerations make infeasible the mitigation measures or project alternatives identified in the EIR.

Notably, Public Resources Code section 21002 requires an agency to "substantially lessen or avoid" significant adverse environmental impacts. Thus, mitigation measures that "substantially lessen" significant environmental impacts, even if not completely avoided, satisfy section 21002's mandate. (Laurel Hills Homeowners Ass'n v. City Council (1978) 83 Cal.App.3d 515, 521 ("CEQA does not mandate the choice of the environmentally best feasible project if through the imposition of feasible mitigation measures alone the appropriate public agency has reduced environmental damage from a project to an acceptable level"); Las Virgenes Homeowners Federation, Inc. v. County of Los Angeles (1986) 177 Cal.App.3d 300, 309 ("[t]here is no requirement that adverse impacts of a project be avoided completely or reduced to a level of insignificance . . . if such would render the project unfeasible").)

The Public Resources Code requires that lead agencies adopt feasible mitigation measures or alternatives to substantially lessen or avoid significant environmental impacts. An agency need not, however, adopt infeasible mitigation measures or alternatives. (State CEQA Guidelines, § 15091, subds. (a), (b).) Public Resources Code section 21061.1 defines "feasible" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors." State CEQA Guidelines section 15091 adds "legal" considerations as another indicia of feasibility. (See also Citizens of Goleta Valley v. Board of Supervisors (1990) 52 Cal.3d 553, 565.) Project objectives also inform the determination of "feasibility," (City of Del Mar v. City of San Diego (1982) 133 Cal.App.3d 401, 417.) "`[F]easibility' under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors." (Id.; see also Sequoyah Hills Homeowners Ass'n v. City of Oakland (1993) 23 Cal.App.4th 704, 715.)

Environmental impacts that are less than significant do not require the imposition of mitigation measures. (Leonoff v. Monterey County Board of Supervisors (1990) 222 Cal.App.3d 1337, 1347.)

The California Supreme Court has stated, "[t]he wisdom of approving . . . any development project, a delicate task which requires a balancing of interests, is necessarily left to the sound discretion of the local officials and their constituents who are responsible for such decisions. The law as we interpret and apply it simply requires that those decisions be informed, and therefore balanced." (Citizens of Goleta Valley v. Board of Supervisors (1990) 52 Ca1.3d 553, 576.) In addition, perfection in a project or a project's environmental alternatives is not required; rather, the requirement is that sufficient information be produced "to permit a reasonable choice of alternatives so far as environmental aspects are concerned." Outside agencies (including courts) are not to "impose unreasonable extremes or to interject [themselves] within the area of discretion as to the choice of the action to be taken." (Residents Ad Hoc Stadium Com. v. Board of Trustees (1979) 89 Cal.App.3d 274, 287.)

C. Summary of Environmental Findings

As more fully explained below, RCTC has determined based on all of the evidence presented, including, but not limited to the final EIR/EA; written and oral testimony given at meetings and hearings; submission of comments from the public, organizations, and regulatory agencies; and the responses prepared to the public comments, that all of the Project's environmental impacts are less than significant or will be mitigated to a level of less than significant through the imposition of feasible mitigation as set forth in the attached MMRP,[1] [1] with the exception of the following impacts which will remain potentially significant and unavoidable:

Climate Change: Conflict with the California Assembly Bill (AB) 32 Climate Change Scoping Plan Sensitive or Special Status Species; Wetlands; Wildlife Movement and Corridors and Native Wildlife Nursery Sites.

Air Quality: Cumulative impacts related to PM 10 and PM 2.5; cumulative impacts related to greenhouse gases (GHG) emissions.

[1] The MMRP adopted by Caltrans identifies "avoidance, minimization, and mitigation measures" that will collectively operate to prevent and/or reduce potential Project impacts. RCTC's CEQA findings follow the labeling terminology used in the final EIR/EA. However, to be clear, all of the measures identified in the attached MMRP – which was previously adopted by Caltrans on December 8, 2016 – are binding, mandatory requirements of the Project, such that they must be completed as part of Project implementation.

SECTION II

FINDINGS REGARDING ENVIRONMENTAL IMPACTS NOT REQUIRING MITIGATION

Section 15091 of the State CEQA Guidelines does not require specific findings to address environmental effects that an EIR identifies have "no impact" or a "less than significant" impact. Nevertheless, these findings fully account for all resource areas, including resource areas that were identified in the final EIR/ EA has having either no impact or a less than significant impact on the environment. RCTC hereby finds that the I-15 Express Lanes Project Southern Extension would either have no impact or a less than significant impact in the following resources areas. Because there are no potentially significant Project related impacts to these environmental topics, no mitigation measures are required.

A. Environmental Factor: Aesthetics

1. **Scenic Vistas**: The Project is on the mainline segment of Interstate (I-) 15 between post mile (PM) 21.2 in the City of Lake Elsinore and PM 38.1 in the City of Corona in Riverside County. The Project corridor also includes a portion of unincorporated Riverside County, including the Temescal Valley community. The Project area consists of both urban and rural areas along the I-15 transportation corridor. The landscape is characterized by local hillsides and distant mountains, with predominantly urban land cover and pockets of rural communities. The Project area consists of predominantly residential, commercial, and industrial development. Mountain ranges visible in the area include the Santa Ana Mountains to the west and the San Gabriel Mountains to the north, and the Gavilan Hills are east of the Project corridor. Riparian areas include Gavilan Wash, Temescal Wash, Horsethief Canyon Wash, Indian Wash, Mayhew Wash, Coldwater Wash, Brown Canyon Wash, and Bedford Wash, adjacent to I-15. The Project would not result in adverse visual changes. Project components under the Build Alternative (Preferred Alternative) would be designed and implemented in a manner consistent with the existing visual character and quality of the area and would not diminish visual resources. Construction of Project components would occur within the existing California Department of Transportation (Caltrans) right of way, resulting in similar conditions to the existing I-15 corridor. The Project would connect to the existing regional network of express lane systems, which feature a similar design and scale. Viewsheds containing identified visual resources would not be affected by implementation of the Project. There would be no impact under the Build Alternative (Preferred Alternative). (final EIR/EA, pp. 3-4).

2. **Scenic Resources**: The Project is not within a designated State Scenic Highway; as such, a scenic resource evaluation was not prepared for the Project. As the Project is in the median of an existing highway that is not a designated State Scenic Highway, there would be no impact on scenic resources associated with a State scenic highway. (final EIR/EA, pp. 3-4).

3. **Degrade Existing Visual Character**: During construction, travelers may experience minor short-term visual impacts from the presence of construction equipment. Viewsheds containing identified visual resources are not expected to be affected by implementation of the Project because the overall visual character of the Project is considered low. The Build Alternative

(Preferred Alternative) would not substantially change the existing views of or from I-15. Although potential visual impacts do not exceed the moderately low level, Avoidance and Minimization Measures AES-1 through AES-4 would further minimize or avoid visual impacts associated with the Build Alternative (Preferred Alternative). The visual analysis determined that, once operational, the Project would result in low or moderately low visual impacts within each Key View. Additionally, the design of the Build Alternative (Preferred Alternative) would be consistent with Caltrans highway landscape and design policies/Best Management Practices (BMPs). Impacts would be less than significant. (final EIR/EA, pp. 3-4 - 3-5).

4. **Light and Glare**: The Build Alternative (Preferred Alternative) is expected to require nighttime construction, in addition to night security lighting of staging areas, which would result in visual impacts for highway travelers from increased glare. In addition, multiple residential areas adjacent to the Project corridor may be affected by new sources of light or glare during construction. The impacts from construction of the Build Alternative (Preferred Alternative) would be temporary and would not affect visual resources long term. Lighting during construction would result in minimal impacts on the surrounding environment, as the Project would use downcast, cut-off type fixtures that would be shielded and direct the light only toward areas requiring illumination (Avoidance and Minimization Measure AES-4). Electronic toll collection gantries would result in the creation of new sources of light or glare. However, Avoidance and Minimization Measure AES-4 ensures that highway lighting must conform to Caltrans design guidelines and be placed to illuminate only intended areas. Impacts would be less than significant. (final EIR/EA, p. 3-5).

B. Environmental Factor: Agriculture and Forest Resources

1. **Convert Viable Farmland**: No agricultural uses exist within the Project footprint or immediately adjacent to the Project. The Project footprint is defined as the limits of all disturbance and activity associated with the Project. Because the land within or adjacent to the Project footprint is not designated as farmland pursuant to the Farmland Mapping Monitoring Program of the California Resources Agency, the Build Alternative (Preferred Alternative) would not have the potential to result in the conversion of farmland to a non-agricultural use. Therefore, no impacts related to farmland conversion would occur. (final EIR/EA, pp. 3-7).

2. **Williamson Act Lands**: There are no parcels under a Williamson Act contract within the Project limits. No impact would occur. (final EIR/ EA, p. 3-7).

3. **Forest Land and Timberlands / Convert Farmland**: There are no farmlands or forest land within the Project limits. There are no changes anticipated to farmland or forest land. No impact would occur. (final EIR/ EA, pp. 3-8).

C. Environmental Factor: Air Quality

1. **Applicable Air Quality Plan**: The Project is in the South Coast Air Basin and is within the jurisdiction of the South Coast Air Quality Management District (SCAQMD) and the California Air Resources Board (ARB). SCAQMD is the primary agency responsible for writing the

Air Quality Management Plan (AQMP) in cooperation with the Southern California Association of Governments (SCAG), local governments, and the private sector. The AQMP provides the blueprint for meeting State and federal ambient air quality standards. The Project is listed in the 2024–2050 financially constrained Connect SoCal 2024–2050 Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS), which was adopted by the SCAG Regional Council in April 2024; the Federal Highway Administration (FHWA) and the Federal Transit Administration made a regional conformity determination finding on May 10, 2024. The Project is also included in 1) SCAG's financially constrained 2025 Federal Transportation Improvement Program (FTIP) (Amendment 25-12, Riverside County State Highway – Project Listing), adopted by SCAG on August 5, 2025, and approved by FHWA and the Federal Transit Administration on September 23, 2025 and 2) Administrative Modification #25-14, which was approved by SCAG on September 23, 2025. The design concept and scope of the Project are consistent with the Project description in the 2024–2050 RTP/SCS, the 2025 FTIP, and the open-to-traffic assumptions of the most recent SCAG regional emissions analysis.

The Project is in a nonattainment area for the federal and State 8-hour ozone (O3) standards, the State 1-hour O3 standard, the federal and State particulate matter smaller than 2.5 micrometers in diameter (PM2.5) standards, and the State particulate matter smaller than 10 micrometers in diameter (PM10) standards. In addition, the Project is in a maintenance area for the federal PM10, carbon monoxide (CO), and nitrogen dioxide (NO2) standards. Conformity analyses demonstrate that the Project is not anticipated to cause or contribute to any new localized CO, NO2, PM2.5, and PM10 violations, or delay timely attainment of any National Ambient Air Quality Standards or any required interim emission reductions or other milestones during the timeframe of the transportation plan (or regional emissions analysis); refer to Section 2.3.6, Air Quality. Impacts would be less than significant. Therefore, the Project would not conflict with the AQMP, violate any air quality standards, result in a net increase of any criteria pollutant, or expose sensitive receptors to substantial pollutant concentrations. Impacts would be less than significant. (final EIR/EA, pp. 3.9-3.10)

2. **Sensitive Receptors**: The sensitive receptors within or adjacent to the Project limits are residential, educational, park, and church uses. The Project may result in temporary, short-term, construction-related increases in pollutant concentrations specifically associated with construction equipment emissions and fugitive dust. Implementation of the SCAQMD Rules and Caltrans Standard Construction Specifications—which are provided in Standard Project Measures AQ-1 through AQ-4 in Section 2.3.6, Air Quality, and are standard for all Caltrans projects—would avoid or minimize potential short-term air quality impacts on sensitive receptors. Operation of the Build Alternative (Preferred Alternative) under Opening Year (2030) and Design Year (2050) conditions is expected to increase PM10 and PM2.5 emissions compared with existing conditions and decrease reactive organic gas, nitrogen oxide, and CO emissions. As discussed in threshold (a), the Project is not anticipated to cause or contribute to any new localized CO, NO2, PM2.5, and PM10 violations. Therefore, the Project would not expose sensitive receptors to substantial pollutant concentrations. Impacts are considered less than significant. (final EIR/ EA, p. 3.11.)

3. **Odors**: The Project may result in temporary, short-term, construction-related increases in objectionable odors. However, SCAQMD Rules and Standard Project Measure AQ-4 described in Section 2.3.6, Air Quality, and are standard for all Caltrans projects—would minimize this potential short-term impact. Impacts are considered less than significant. (final EIR/EA, pp. 3-11 – 3-12).

D. Environmental Factor: Biological Resources

1. **Wildlife Corridors**: Development of the median into active traffic lanes may reduce the chance of an animal successfully reaching the other side when crossing the highway, although the number of animals this may directly affect is not known. However, the capacity for wildlife movement across I-15 is already poor, with roadkill observed frequently. Such capacity has also been degraded over past decades by the increasing width of the interstate, traffic flows, and noise. Although the Project would not improve this situation, it is not expected to substantially worsen current operational impacts on wildlife movement or connectivity. Overall, the Project is not expected to substantially affect wildlife movement or linkage functions and values within the BSA because major wash crossings under I-15 bridges within the limits of the Project would be retained, including the priority linkages at Bedford Wash and Indian Wash. This Project is not expected to affect any migratory wildlife corridors or the movement of any native resident or migratory fish or wildlife species. This Project would not impede the use of native wildlife nursery sites. To address potential edge impacts during construction and direct impacts from additional bridge infrastructure and closing of bridge gaps on MSHCP Proposed Linkage 1, Proposed Constrained Linkage 3, Proposed Constrained Linkage 5, Proposed Core 1, and Proposed Extension of Existing Core 2, the following Avoidance and Minimization Measures shall be implemented. This would ensure direct construction impacts on wildlife movement corridors are avoided and/or minimized.

NC-1 (NES BIO-1) (ECR, pp. 14)
NC-2 (NES BIO-2) (ECR, pp. 20)
NC-3 (NES BIO-3) (ECR, pp. 21)
NC-4 (NES BIO-4) (ECR, pp. 21)
NC-5 (NES BIO-5) (ECR, pp. 21)
NC-6 (NES BIO-6) (ECR, pp. 21)
NC-7 (NES BIO-7) (ECR, pp. 22)
NC-8 (NES BIO-8) (ECR, pp. 22)
NC-9 (NES BIO-9) (ECR, pp. 22)
NC-10 (NES BIO-10) (ECR, pp. 29)
NC-12 (NES BIO-12) (ECR, pp. 5)
NC-13 (NES BIO-13) (ECR, pp. 15)
NC-14 (NES BIO-14) (ECR, pp. 23)
NC-14 (NES BIO-14) (ECR, pp. 23)
NC-15 (NES BIO-15) (ECR, pp. 2)
NC-16 (NES BIO-16) (ECR, pp. 23)
NC-17 (NES BIO-17) (ECR, pp. 7)
NC-20 (NES BIO-19) (ECR, pp. 7)

AS-1 (NES BIO-18) (ECR, pp. 27)
NC-18 (NES BIO-20) (ECR, pp. 24)
JPR-1
(final EIR/EA, Environmental Commitment Record, pp. 3-28 – 3-29)

E. Environmental Factor: Cultural Resources

1. **Historical Resources / Archeological Resources**: Properties listed in, or officially determined eligible for listing in, the National Register of Historic Places (NRHP) are automatically listed in the California Register of Historical Resources (CRHR). Therefore, for the purposes of this analysis, all NRHP assumed eligible properties are also resources under CEQA. As detailed in Section 2.2.10, Cultural Resources, the following archaeological sites within the Area of Potential Effects (APE) are considered eligible for inclusion in the NRHP for the purposes of this Project only because they would be protected in their entirety from any potential effects through the establishment of an Environmentally Sensitive Area (ESA), in accordance with Section 106 Programmatic Agreement (PA) Stipulation VIII.C.4. Therefore, there are seven historic properties within or adjacent to the APE for the purposes of this Project.

Four of the seven of the historic properties are prehistoric archaeological sites that would be avoided and protected by using an ESA for each. Therefore, the Project has a No Adverse Effect with Standard Conditions finding for the four prehistoric historic properties. The other three resources are the Traditional Cultural Properties (TCPs). Based on the limited percentage of permanent impacts on the overall TCPs and the lack of impacts on potentially contributing archaeological sites, a Finding of No Adverse Effect on the TCPs is applicable (see Section 2.2.10, Cultural Resources). Overall, the undertaking, as currently proposed, would have a finding of No Adverse Effect on the four archaeological sites or three TCPs. Caltrans District 8, in applying the Criteria of Adverse Effect, proposes that a Finding of No Adverse Effect is appropriate and the State Historic Preservation Officer's (SHPO's) supplied concurrence in the finding, pursuant to 36 Code of Federal Regulations (CFR) 800.5(c) and 106 PA Stipulation X.B.2 on May 26, 2023. Although a low potential has been determined, in general, previously undocumented cultural materials or human remains could be unearthed during site preparation, grading, or excavation for the Build Alternative (Preferred Alternative). Those potential effects would be avoided or minimized through Standard Project Measures CR-1 through CR-4 (see Section 2.2.10, Cultural Resources, for full measure text). Based on this analysis, less than-significant impacts are anticipated related to cultural resources. (final EIR/EA pp. 3-33 – 3-34).

2. **Human Remains**: No human remains are known to exist within the APE. Therefore, construction of the Build Alternative (Preferred Alternative) would not result in impacts on known human remains. If human remains are exposed during construction, Standard Project Measure CR-2 (as identified in Section 2.2.10, Cultural Resources) requires compliance with State Health and Safety Code Section 7050.5, which states that further disturbances and activities shall cease in any area or nearby area suspected to overlie remains and that the Riverside County Coroner shall be contacted. Pursuant to California Public Resources Code Section 5097.98, if the remains are thought to be Native American, the coroner will notify the Native American Heritage Commission, which will then notify the Most Likely Descendant. At the same time, the Caltrans District 8 Environmental

Branch Chief or the District 8 Native American Coordinator will be contacted so they may work with the Most Likely Descendant on the respectful treatment and disposition of the remains. Further provisions of California Public Resources Code Section 5097.98 are to be followed as applicable along with Standard Project Measure CR-2. The impact related to the disturbance of human remains would be less than significant. (final EIR/EA, pp. 3-35).

F. **Environmental Factor: Energy**

1. **Consumption of Energy Resources**: Energy consumption from construction activities would occur at different rates throughout the construction phases. Project construction is expected to use equipment such as crawler tractors, excavators, graders, rollers, rubber-tired loaders, scrapers, rough-terrain forklifts, and paving equipment. As described in Section 2.3.8, Energy, the direct energy required to build the Project would be approximately 66.6 billion British thermal units over the course of the approximately 3-year construction period. Although construction would result in a short-term increase in energy use, construction design features would help conserve energy. For example, recycled materials, including removed asphalt concrete pavement and cement concrete pavement, would be used where feasible, consistent with Standard Project Measure EN-1. Recycled products typically have lower energy costs for manufacturing and transportation because recycled products do not require raw materials, which must be mined and transported to a processing facility. If new materials must be used, a fly ash mix may be considered to lower the heat island effect, depending on what is allowable under Caltrans specifications. The energy conservation features would be consistent with State and local policies to reduce energy consumption. Therefore, construction of the Project would not result in the inefficient, wasteful, or unnecessary consumption of energy. Operation of traffic lights, streetlights, sensors, and changeable message signs such as toll pricing signs consumes electricity. These features are required to manage traffic and provide safe driving conditions. Light-emitting diode (LED) fixtures would be used wherever traffic lights or streetlights are installed or replaced (Avoidance and Minimization Measure EN-2). Long-term changes in energy use are due to the changes in volumes, speeds, and fuel economy of vehicles traveling in the region. As described in Section 2.3.8, Energy, there would be an increase in traffic volumes under the Build Alternative as compared to the No-Build Alternative, resulting in increased energy consumption. Over the long term, when compared to the Existing Conditions (2019), the Build Alternative (Preferred Alternative) is projected to increase the annual energy consumption by 17.8 percent in 2030 and by 5.7 percent in 2050. When compared to the Existing Conditions (2019), annual increase in traffic volumes is projected to increase by 62.0 percent in 2030 and by 67.4 percent by 2050. This disparity is attributed to fleet turnover, as older, less fuel-efficient vehicles are replaced by later-model, more fuel-efficient vehicles over time. These later-model replacement vehicles would also include hybrid and all-electric vehicles. This increase is not significant in the context of statewide consumption, as it would represent approximately 0.001 percent of statewide energy consumption. As such, Project operation would not result in a wasteful, inefficient, or unnecessary consumption of energy. The Project improvements would require increased levels of periodic maintenance, which could increase indirect energy consumption. Indirect energy consumption would be from the energy needs of vehicles and equipment used for routine maintenance, such as vegetation management, sweeping, restriping,

and pavement preservation activities. The total indirect energy impacts would not be substantial at the regional level, and the total Project impact on regional energy supplies is expected to be minor. As such, the Project would not conflict with or obstruct a State or local renewable energy or energy efficiency plan, and impacts would be less than significant. (final EIR/EA, pp. 3-36 - 3-37).

G. **Environmental Factor: Geology and Soils**

1. **Soil Erosion**: Construction activities would require the temporary disturbance of soil within the Project limits, including excavation, grading, and other typical construction-related activities that could increase the potential of soil erosion during construction. The construction contractor would be required to adhere to requirements of the National Pollutant Discharge Elimination System (NPDES) Construction General Permit, which would include implementing erosion and sediment control BMPs specifically identified in the Project-specific Stormwater Pollution Prevention Plan (SWPPP) to prevent sediment from moving into receiving waters and affecting water quality. Additionally, Standard Project Measure WQ-2 (Section 2.3.2, Water Quality and Stormwater Runoff) and Avoidance and Minimization Measure NC-12 (Section 2.4.1, Natural Communities) would implement erosion control measures during construction. Therefore, impacts related to soil erosion or loss of topsoil would be less than significant during Project construction. During operation, the Project would not result in substantial soil erosion or loss of topsoil beyond what the Project area already experiences as an existing roadway. Therefore, there would be no impact during Project operation. (final EIR/EA, p. 3-41).

2. **Earthquake Fault**: The Project area is not in a State of California Special Studies ("Alquist-Priolo") Zone for fault rupture, and no known active faults are mapped as crossing or projecting toward the site. The nearest active faults are the Elsinore fault (closest distance to Project is approximately 3 miles) and San Jacinto fault (closest distance to Project is approximately 30 miles). The Project is situated in a seismically active region. As is the case for most areas of Southern California, ground shaking resulting from earthquakes associated with nearby and more distant faults may occur at the Project site. During the life of the Project, seismic activity associated with active faults can be expected to generate moderate to strong ground shaking at the site. Compliance with the most current Caltrans procedures regarding seismic design, which is standard practice on all Caltrans projects, is anticipated to prevent any adverse effects related to seismic ground shaking. Seismic design would also meet County of Riverside requirements for near-source design parameters under the Uniform Building Code. Therefore, potential for fault rupture is considered remote for both Project construction and operation and no impact is anticipated. (final EIR/EA, pp. 3-39 – 3-40).

ii) Strong seismic ground shaking?

iii) Seismic-related ground failure, including liquefaction?

iv) Landslides?

The Project is within a seismically active region subject to future moderate to strong seismic ground shaking from earthquakes occurring along regional and local faults. Direct and indirect impacts related to strong seismic shaking may include ground deformation, which includes fissures, settlement, displacement, and loss of bearing strength. Therefore, the Project may be subject to strong seismic ground shaking during both construction and operation. Neither ground shaking nor fault rupture can be avoided in the design of roadways; however, placing the realigned roadway either at natural grade or in low cuts or on low embankments limits the potential for, and consequences of, failure in the cuts and fills. Accordingly, the currently proposed designs are generally favorable for accommodating future ground shaking or surface rupture. Compliance with Caltrans' procedures regarding seismic design, as detailed in Section 19, "Earthwork," of the Caltrans Standard Specifications Manual, is required for any project undertaken by Caltrans to minimize the potential for adverse effects related to seismic ground shaking. Seismic design also must meet County of Riverside requirements for near-source design parameters under the Uniform Building Code. Construction and operation of the Project would not cause strong seismic ground shaking, cause fault rupture, or result in seismic-related ground failure. Liquefaction is a phenomenon whereby saturated granular soils lose their inherent shear strength due to increased pore water pressures, which may be induced by conditions such as an earthquake. According to the California Geological Survey California Seismic Hazards Program, the Project is not within a liquefaction zone. 2 The Project would not include features that would lead to impacts related to liquefaction. There is a low risk level for landslides within the Project limits. Construction would be within the relatively flat I-15 median between existing northbound and southbound lanes. No new cut slopes are proposed, and research did not reveal any existing landslides along the Project alignment. In addition, the Project will include Standard Project Measure GEO-1 to properly assess and minimize potential impacts on geotechnical sites as part of the Build Alternative (Preferred Alternative). Impacts are considered less than significant. (final EIR/EA, p. 3-40).

3. **Septic Systems**: The Project would not include septic tanks, sewer, or alternative wastewater disposal systems, or other facilities where such facilities would be required. There would be no impact. (final EIR/EA, p. 3-42.)

4. **Landslide, Lateral Spreading, Subsidence, Liquefaction or Collapse**: Available site information and the site review performed in support of the Preliminary Geotechnical Design Report indicated low potential for landslides within the Project limits. However, erosion protection would be implemented in design of the Project, in accordance with Caltrans standards and special provisions, which is required for all Caltrans projects. No impacts are anticipated related to landslides, as the risk for landslides is low. As previously discussed, according to the California Geological Survey California Seismic Hazards Program, the Project is not within an area that is subject to liquefaction. Furthermore, the lack of shallow groundwater along much of the Project limits further supports the low potential for liquefaction along the Project alignment; therefore, the potential for lateral spreading or liquefaction to affect the Project is low. There is the potential for subsidence to occur, potentially leading to collapse, depending on the methods and type of equipment used during the construction period and the design that is implemented for the Project. The potential impact and hazards of consolidation settlement due to

embankment loading and subsidence will be determined in the Plans, Specifications, and Estimates phase, which will include Standard Project Measure GEO-1 to properly assess and minimize potential impacts on geotechnical sites. The Project would follow Caltrans' latest design requirements to minimize any potential effects related to subsidence and settlement, as required for all Caltrans projects. Impacts would be less than significant. (final EIR/EA, pp. 3-41 - 3-42).

H. **Environmental Factor: Hazards and Hazardous Materials**

1. **Transport**: Through excavation, demolition, and other construction activities, the Project has the potential to encounter aerially deposited lead (ADL), asbestos-containing materials (ACMs), lead-based paint (LBP), treated wood waste (TWW), lead chromate, and unexpected or unknown contaminants. Typical hazardous materials anticipated to be used during construction of the Project (e.g., lubricants, such as grease and oils; petroleum fuels; cleaning solvents; paints) and hazardous wastes generated during construction would be handled in accordance with applicable local, State, and federal regulations and policies regarding the use, storage handling, disposal, and transport of these materials, which may include those of the Resource Conservation and Recovery Act, Clean Air Act, CWA, Department of Toxic Substances Control (DTSC) Environmental Health Standards for the Management of Hazardous Waste, provisions of the Riverside County Department of Environmental Health Hazardous Materials Branch, and U.S. Department of Transportation. Routine maintenance activities during Project operation would also be required to follow applicable local, State, and federal regulations and policies with respect to the use, storage, handling, transport, and disposal of potentially hazardous waste or materials. Therefore, impacts related to hazardous waste or materials are considered less than significant. (final EIR/ EA, pp. 3-47 – 3-48).

2. **Airport Hazards**: The closest public airport or public use airport is the Corona Municipal Airport (1900 Aviation Drive, Corona, CA), approximately 3.75 miles northwest of the Project limits. According to the City of Corona's General Plan, the Corona Municipal Airport occupies a 100-acre site. In 1978, the Corona Municipal Airport Master Plan was prepared to provide for the orderly growth and management of the municipal airport to safeguard the general welfare of the public and the inhabitants in the vicinity of the airport. The Corona Municipal Airport Master Plan was last updated in the 1990s. Originally, the municipal airport was proposed for expansion to encompass approximately 225 acres. However, it is in a federally protected wetlands with sensitive species, lies within the Prado Flood Control Basin, and is encompassed by the 100-year flood zone. Given these limiting site considerations, the airport is precluded from expansion. Because the Corona Municipal Airport is more than 2 miles from the Project and there are no future plans to expand it that would place it closer to the Project limits, no impacts are anticipated. (final EIR/ EA, p. 3-50).

3. **Contaminants in Upset or Accident Conditions**: No recognized environmental conditions (RECs), historical REC sites, or controlled REC sites were identified within the Project limits. However, the Project does have the potential to encounter unexpected or unknown contaminants during soil disturbance activities. Prior to construction, a Health and Safety Plan, Contaminated Media Management Plan, and Construction Contingency Plan would be prepared

to outline specific procedures to follow if contaminants are encountered to ensure worker health and safety during construction, as identified in Avoidance and Minimization Measures HW-5 and HW-7 and Standard Project Measures HW-1, HW-6, and HW-8. The Project may widen up to 15 bridges. ACMs are present in the gray felt pads along the northbound and southbound sides of the Brown Canyon Wash Bridge, the Weirick Road undercrossing, and the Bedford Wash Bridge inner guardrails. In addition, LBP is present in the light gray paint on the railing on the northbound side of the Temescal Wash Bridge and in the yellow lane marking on the northbound side of the Indian Wash Bridge. However, there is a potential for additional areas on all 15 bridges to contain ACM and LBP that have not been sampled. During final design, ACM and LBP content shall be sampled for all 15 bridges in areas that are expected to be affected by the Project and have not been sampled, as detailed in Standard Project Measure HW-1. The Project may require the removal of treated wooden guardrail posts. Treated wood objects removed from the Project corridor would be classified as TWW. The removal of any TWW shall be conducted in accordance with Chapter 34 of the Title 22 California Code of Regulations (CCR) Section 67386.1 through 67386.12, as identified in Standard Project Measure HW-2. Paint used for traffic striping and pavement marking may contain lead chromate. During construction, sampling, analysis, removal, and disposal of any traffic striping and pavement materials shall be completed in accordance with Caltrans and DTSC requirements, as identified in Standard Project Measure HW-3. Potential impacts from the use of hazardous substances (e.g., lubricants, petroleum fuels, cleaning solvents, paint) and the generation of hazardous waste shall be addressed through preparation of a SWPPP, as identified in Standard Project Measure WQ-2 (Section 2.3.2, Water Quality and Stormwater Runoff). In addition, all hazardous waste generated during construction shall be handled, stored, and disposed of in accordance with Caltrans Standard Specifications, Section 7-107A of the Construction Manual, as identified in Standard Project Measure HW-4. As discussed in Section 2.3.5, Hazardous Waste/Materials, the soil within the Project limits, including the median, shoulders, and ramps, do not represent a significant environmental or health hazard pertaining to ADL contamination. According to the July 1, 2016 ADL agreement between Caltrans and DTSC, it can be classified as unregulated Type X soil, non-hazardous, and reused on site without restriction (DTSC 2016). However, per the soil reuse agreement, a Lead Compliance Plan (LCP) is required for worker safety. In addition to lead in ADL soils, the Project has the potential to expose workers to lead in traffic striping and LBP in bridges. An LCP shall be prepared to protect workers from exposure to lead. A Certified Industrial Hygienist shall prepare the LCP in accordance with Title 8 CCR Section 1532.1, as identified in Standard Project Measure HW-8. The Project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. Standard Project Measures HW-1 through HW-4, HW-6, HW-8, and WQ-2 and Avoidance and Minimization Measures HW-5 and HW-7 shall be implemented, and applicable local, State, and federal regulations for the use, storage, handling, transport, and disposal of routine hazardous waste and materials shall be followed, as discussed in threshold (a) above. Impacts are considered less than significant. (final EIR/EA, pp. 3-46 - 3-58).

4. **School Grounds**: There are existing schools within 0.25 mile of the Project limits, including Ortega High School, Temescal Canyon High School, Temescal Valley Elementary, El Cerrito Middle School, Bellflower Montessori Academy, CEAC College Preparatory School,

Morgan Academy, Olive Branch Christian School, Keith McCarthy Academy, Valley Adult School, and Jeannette Ellis Center for Child Development. No schools are known to be planned within 0.25 mile of the Project limits. As discussed in threshold (a) above, routine hazardous materials such as paint, solvents, and fuel are expected to be used, handled, stored, disposed of, and transported during construction and operation of the Project in accordance with applicable local, State, and federal regulations. Impacts are considered less than significant. (final EIR/ EA, p. 3-49).

5. **Hazardous Materials Sites**: The Project improvements are not on a site included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, also known as the Hazardous Waste and Substances Sites (Cortese) List. Therefore, no impacts are anticipated. (final EIR/EA, pp. 3-49- 3-50).

6. **Emergency Response Plan**: During Project construction, temporary impacts on vehicular flow and traffic may occur. The Project is not anticipated to require any full roadway closures; however, some ramps may require temporary closures, not to exceed 10 consecutive days in duration, to complete the ramp widening improvements. A list of the temporary ramp closures is provided in Section 2.2.8, Traffic and Transportation/Pedestrian and Bicycle Facilities. To ensure that construction of the Project would not physically interfere with emergency response plans adopted by the Cities of Lake Elsinore and Corona and Riverside County, Standard Project Measure TR-1 (Section 2.2.8, Traffic and Transportation/Pedestrian and Bicycle Facilities) would be implemented. Standard Project Measure TR-1 requires the preparation and implementation of a transportation management plan (TMP) and shall consider construction and alternative route strategies in the event that portions of roadways within the Project limits are restricted during certain construction activities. In addition, the Project shall comply with the City of Lake Elsinore, City of Corona, and Riverside County's Emergency Operations Plan, which addresses extraordinary emergency situations. All emergency procedures shall be consistent with local, State, and federal guidelines during Project construction and operation. Impacts are considered less than significant. (final EIR/EA, p. 3-50).

7. **Wildland Fires**: According to California Department of Forestry and Fire Protection (CAL FIRE) State Responsibility Area (SRA) and Local Responsibility Areas (LRA) maps, the Project limits are within areas designated as moderate, high, and very high Fire Hazard Severity Zones (FHSZs). However, the Project is within the active I-15 transportation corridor, which predominantly consists of urban, developed, and disturbed environments. The Project would not alter the alignment of I-15 and would not run directly through areas with open space and natural vegetation. Generally, transportation projects, particularly those on existing alignments, are considered unlikely to exacerbate wildfire risks or post-fire flooding/landslides. However, Avoidance and Minimization Measure FIRE-1 would ensure that construction activities avoid or minimize the risk of fires. The Project shall also comply with Caltrans Standard Specifications Section 7-1.02M(2), which mandates fire prevention procedures during construction, including implementation of a fire prevention plan. The Project is an express lanes project along the existing I-15 and is in a developed area composed primarily of commercial, industrial, and residential land use areas. The Project is anticipated to be constructed primarily within the

existing State right of way and would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires. Impacts are considered less than significant. (final EIR/EA, p.3-51).

I. Environmental Factor: Hydrology and Water Quality

1. **Substantially Degrade Water Quality**: As discussed in Section 2.3.1, Hydrology and Floodplain, the Project limits from south to north cross over 11 channels: Wasson Canyon Wash, Arroyo del Toro, Stovepipe Canyon Wash, Gavilan Wash, Temescal Wash, Horsethief Canyon Wash, Indian Wash, Mayhew Wash, Coldwater Wash, Brown Canyon Wash, and Bedford Wash. Temescal Wash begins at the outlet from Lake Elsinore near the Seaport Boat Launch on West Lakeshore Drive. From the outlet, Temescal Wash generally flows northwest for approximately 23 miles before it confluences with Santa Ana River Reach 3 and Prado Dam near the Cities of Norco and Corona. The Santa Ana River flows southwest from Riverside County into Orange County toward the Pacific Ocean (Caltrans 2023h). According to the Santa Ana RWQCB Basin Plan (California Water Board 2019), there are no beneficial uses designated for Wasson Canyon Wash, Arroyo del Toro Channel, Gavilan Wash, Horsethief Canyon Wash, Indian Wash, and Brown Canyon Wash. The beneficial uses for Stovepipe Canyon Wash, Temescal Wash, Mayhew Wash, Coldwater Wash, Bedford Wash, and Santa Ana River Reach 3 (Prado Dam to Mission Boulevard in Riverside) consist of groundwater recharge (GWR); contact water recreation (REC1); non-contact water recreation (REC2); water freshwater habitat (WARM); wildlife habitat (WILD); agricultural supply (AGR); industrial service supply (IND); rare, threatened, or endangered species (RARE); limited warm freshwater habitat (LWRM); municipal and domestic supply (MUN); or spawning, reproduction, and/or early development (SPWN). In addition, none of the 11 channel crossings associated with the Project are listed on the 2020–2022 303(d)/305(b) Integrated List as impaired waterbodies. However, Temescal Wash confluences with Santa Ana River Reach 3, which is listed as an impaired waterbody, as discussed in Section 2.3.2, Water Quality and Stormwater Runoff. During construction of the Project, excavated soil would be exposed and it is expected that there would be an increased potential for soil erosion compared to existing conditions. The total Disturbed Soil Area for the Project is estimated to be 844 acres. In addition, chemicals, liquid products, petroleum products (such as paints, solvents, and fuels), concrete-related waste, sanitary waste, and trash and debris may be spilled or leaked during construction with the potential for these pollutants to be transported via storm runoff into receiving waters. Standard Project Measures WQ-1 through WQ-3 (as identified in Section 2.3.2, Water Quality and Stormwater Runoff), require the design, implementation, and maintenance of construction BMPs and monitoring of water quality in compliance with the NPDES Construction General Permit that would address the potential effects of soil erosion and pollutants on receiving waters. Water quality impacts during construction of the Project are expected to be less than significant. Additionally, dewatering activities would be required during construction of the Project. The Project shall be required to comply with the requirements of a Waste Discharge Requirement dewatering permit and implement dewatering BMPs, as described in Avoidance and Minimization Measure WQ-5 (Section 2.3.2, Water Quality and Stormwater Runoff). If a batch plant or crushing plant is needed to construct the Project and would be located off site or within State right of way, then coverage under the Industrial NPDES permit, Order No.

2014-0057-DWQ, CAS000001, would be required to address discharges from such manufacturing facilities (Standard Project Measure WQ-4, as identified in Section 2.3.2, Water Quality and Stormwater Runoff). The Project also has the potential to result in permanent impacts on water quality due to an increase in impervious surface areas. Upon completion of construction, the Project is expected to result in approximately 125 acres of new impervious surface, which includes replacing approximately 43 acres of impervious surface and adding approximately 82 acres of new impervious surface. An increase in impervious surface area would be expected to increase surface runoff and pollutants from being discharged to receiving waters. However, the Project would include drainage improvements and permanent BMPs such as treatment, design pollution prevention, and maintenance BMPs (Standard Project Measures WQ-6 through WQ-8, as identified in Section 2.3.2, Water Quality and Stormwater Runoff). Treatment BMPs use treatment mechanisms to remove pollutants that have entered stormwater runoff, such as biofiltration strips and swale, trash capturing devices, and media filters. Design pollution prevention BMPs are features that prevent runoff and controlling sources of pollutants during operation of the Project, such as preserving existing vegetation and slope/surface protection systems. Maintenance BMPs are devices used to enhance the maintainability of treatment BMPs, such as treatment BMP markers, maintenance vehicle pullouts or access gates. Permanent BMPs (Standard Project Measures WQ-6 through WQ-8), as required for all Caltrans projects, shall be implemented to avoid and/or minimize impacts on water quality from stormwater runoff during operation of the Project. Impacts are anticipated to be less than significant. As discussed above, the Project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality. Impacts would be less than significant. (final EIR/EA, pp. 3-53 – 3-55).

2. **Deplete or Interfere with Groundwater**: The Project is within the Elsinore Groundwater Basin and Temescal Groundwater Basin. Within these groundwater basins, the Project is within the following groundwater subbasins: Elsinore-Elsinore Valley Subbasin, Elsinore-Bedford-Coldwater Subbasin, and Upper Santa Ana Valley-Temescal Subbasin. Within the Elsinore-Elsinore Valley Subbasin, the nearest groundwater well is approximately 1.6 miles south of the Project limits, and the depth to groundwater in November 2019 was approximately 299 feet (Caltrans 2021b). Within the Elsinore-Bedford-Coldwater Subbasin, the nearest groundwater well is approximately 0.3 mile east of the Project limits, and the depth to groundwater in April 2020 was approximately 32 feet (Caltrans 2021b). Within the Upper Santa Ana Valley Subbasin, the nearest groundwater well is approximately 3.5 miles north of the start of the Project limits, and the depth to groundwater in April 2020 was approximately 196 feet (Caltrans 2021b). The depth to groundwater within the Project limits is anticipated to be 5 feet below ground surface when seasonal flows are not present (Caltrans 2021b). However, groundwater levels along the Project limits are susceptible to fluctuation due to rainfall, seasonal variation, upstream flood control management, upstream development, nearby construction, irrigation, and numerous other artificial and natural influences. As discussed in threshold (a) above, dewatering is expected to be required during Project construction; however, any groundwater dewatering is projected to be minimal. The Project would be required to obtain a dewatering permit, comply with all waste discharge requirements set by the Santa Ana RWQCB, and implement dewatering BMPs (Avoidance and Minimization Measure WQ-5, as identified in

Section 2.3.2, Water Quality and Stormwater Runoff). The Project would not use groundwater during operation, because it is a transportation project and would not cause additional growth or need for additional groundwater supply. As a result, the Project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project would impede substantial groundwater management of a basin. Impacts are considered less than significant. (final EIR/ EA, p. 3-55).

3. **Drainage and Runoff**:

(i) result in substantial erosion or siltation on or off site;

(ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off site;

(iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or

(iv) impede or redirect flood flows?

The Project is within the Federal Emergency Management Agency (FEMA)-designated 1-percent annual chance (100-year) floodplains associated with Arroyo del Toro Channel, Stovepipe Canyon Wash, Temescal Wash, Mayhew Wash, Coldwater Wash, and Bedford Wash. Based on the results of the hydraulic analyses conducted, the bridge widening at Temescal Wash, Mayhew Wash, Coldwater Wash, and Bedford Wash would result in a change in a water surface elevation of less than 1 foot at each affected crossing, which is minimal and would be contained within the channels and meet freeboard requirements. In addition, bridge improvements would be structurally similar to the existing spans and alignments and would not alter the course of the water channels. The FEMA-designated 1-percent annual chance (100-year) floodplains for Temescal Wash, Mayhew Wash, Coldwater Wash, and Bedford Wash would remain within the current respective channels with the proposed conditions, and the improvements are considered to be low risk, as discussed in Section 2.3.1, Hydrology and Floodplain.

The drainage structures for Arroyo del Toro Channel and Stovepipe Canyon Wash that cross underneath I-15 would not be altered by the Project. Therefore, the hydraulics of Arroyo del Toro Channel and Stovepipe Canyon Wash would remain the same. No hydraulic analyses were conducted for Arroyo del Toro Channel and Stovepipe Canyon Wash, and no floodplain impacts associated with these two channels would occur. As discussed above, the Project shall be required to comply with the NPDES Construction General Permit and develop a SWPPP to address potential sources of pollution, which may affect water quality including sediment erosion and siltation. The proposed drainage following construction would be similar to existing drainage patterns, with the exception of direction of flow with regard to the existing earthen median that would be removed to construct the tolled express lanes and shoulders, as well as the addition of retaining walls. These improvements and additions would require the removal of existing inlets and addition of new inlets along the new edge of shoulder to collect and convey stormwater

throughout the Project limits. Additionally, new longitudinal storm drain lines running parallel to I-15 would be constructed to connect the new inlets to the existing transversal storm drain lines. Upon completion of construction, the Project is expected to result in approximately 125 acres of new impervious surface, which would include a permanent increase in new impervious surface of approximately 82 acres and a replacement of approximately 43 acres of existing impervious surface. Treatment BMPs consisting of Caltrans-approved treatment BMPs are proposed to treat the area. It is anticipated the treatment BMPs would be able to accommodate and treat 100 percent of the additional runoff created by the new impervious area within the Project limits; this would be confirmed during the final design phase. The Project is not expected to result in the release of pollutants due to Project inundation. Impacts are considered less than significant. (final EIR/EA, pp. 3-56- 3-57).

4. **Flood Hazard**: The Project is over 25 miles northeast of the Pacific Ocean. Therefore, the Project is not located in a tsunami hazard zone. Seiches are periodic oscillations of water in enclosed waterbodies, such as a lake or bay, and are typically caused by earthquakes. The closest enclosed waterbodies to the Project are Lake Elsinore (approximately 0.5 mile south of I-15), Lee Lake (approximately 800 feet east of I-15), and Lake Mathews (approximately 3.5 miles east of I-15). Although Lee Lake is in proximity to the Project limits, potential impacts on the Project from seiches are anticipated to be low because Lee Lake is lower in evaluation than I-15. In addition, I-15 is an existing freeway and implementation of the Project would not increase the risk level from inundation by seiche; the risk level would remain the same. As previously discussed in threshold (c), the Project is within FEMA-designated 1- percent annual chance (100-year) floodplains associated with Arroyo del Toro Channel, Stovepipe Canyon Wash, Temescal Creek, Mayhew Wash, Coldwater Wash, and Bedford Wash. However, based on hydraulic analyses conducted for the proposed bridge widenings at Temescal Wash, Mayhew Wash, Coldwater Wash, and Bedford Wash, the improvements would result in a change in water surface elevation of less than 1 foot at each affected crossing, which is minimal and would be contained within the channels and meet freeboard requirements.

In addition, bridge improvements would be structurally similar to the existing spans and alignments and would not alter the course of the water channels. The drainage structures for Arroyo del Toro Channel and Stovepipe Canyon Wash that cross underneath I-15 would not be altered by the Project. Therefore, the hydraulics of Arroyo del Toro Chanel and Stovepipe Canyon Wash would remain the same. No hydraulic analyses were conducted for Arroyo del Toro Channel and Stovepipe Canyon Wash, and no floodplain impacts associated with these two channels would occur. The Project would not result in any flood, tsunami, or seiche hazards that are substantially different from existing conditions. The Project does not include the permanent storage of any hazardous waste and materials within the Project limits and, therefore, risk of release of pollutants due to Project inundation from flood, tsunami, or seiche hazards is not applicable to the Project. Impacts are considered less than significant. (final EIR/EA, pp. 3-57 - 3-58).

5. **Groundwater Management Plan**: The Project would result in a Disturbed Soil Area of approximately 844 acres. In addition, construction of the Project would result in approximately

125 acres of new impervious area, which includes replacing approximately 43 acres of existing impervious surface and adding approximately 82 acres of new impervious surface. Project construction would require compliance with the Santa Ana RWQCB Basin Plan (California Water Board 2019) and the Caltrans NPDES Statewide Storm Water Permit and NPDES Construction General Permit (Standard Project Measure WQ-1), which requires compliance with State and federal water quality regulations regarding construction and operational water quality discharge; the Project would not conflict with or obstruct the implementation of any applicable water quality control plans or groundwater management plans. Impacts are considered less than significant. (final EIR/EA, p. 3-58)

J. Environmental Factor: Land Use and Planning

1. **Physical Impact to Established Community**: The physical division of an established community typically refers to the construction of a physical feature (such as an interstate highway or railroad tracks) or removal of a means of access (such as a local road or bridge) that would impair mobility within an existing community, or between a community and an outlying area. The Project would be expanding the already existing freeway with the addition of two tolled express lanes in both the northbound and southbound directions in the median of the existing I-15. Because all of the improvements associated with the Build Alternative (Preferred Alternative) would occur within existing Caltrans right of way, no property acquisitions or relocations would be required under the Build Alternative (Preferred Alternative) and the Project would not divide an existing neighborhood or fragment a cohesive community. No temporary construction easements (TCEs) are anticipated to be required for the Project. Although not expected, if a TCE is needed during construction, it is anticipated to be in Caltrans right of way. If it is outside Caltrans right of way, then the location would be environmentally cleared for the temporary duration. Regardless, no land use conversion would occur. Therefore, the Build Alternative (Preferred Alternative) would not divide an existing neighborhood or create barriers between existing communities. There would be no impact. (final EIR/EA, pp. 3-59 – 3-60).

K. Environmental Factor: Mineral Resources

1. **Availability of Mineral Resources**: The mineral resources addressed in this section pertain to those resources that are classified under the State Mining and Reclamation Act of 1975. Riverside County has diverse mineral resources, including extensive deposits of clay, limestone, iron, sand, and important aggregates (i.e., crushed rock, sand, and gravel) that have been influential in the development of the area and serve as an important component of the county's economy. The history of the Project area includes mineral extraction; however, due to urbanization, much of the activity has been phased out over time and the areas have been converted to other land uses, such as residential and commercial uses (City of Lake Elsinore 2011). Classification of land within California takes place according to a priority list established by the State Mining and Geology Board (SMGB) in 1982, or when SMGB is petitioned to classify a specific area. SMGB established Mineral Resource Zones (MRZs) to designate lands that contain mineral deposits. MRZs are designated into four classes that indicate the potential for a specific area to contain significant mineral resources:

- MRZ-1: Areas where the available geologic information indicates there is little or no likelihood of significant mineral deposits
- MRZ-2: Areas underlain by mineral deposits where geological data indicate that significant measured or indicated resources are present or where adequate information indicates that significant mineral deposits are present or where it is judged that a high likelihood for their presence exists
- MRZ-3: Areas containing known mineral occurrences of undetermined mineral resources significance
- MRZ-4: Areas of known mineral occurrences where geological information does not rule out the presence or absence of significant mineral resources (final EIR/EA, pp. 3-63).

The Project is primarily underlain by MRZ-3 lands. Portions along the Project, beginning in the City of Corona and throughout the unincorporated Riverside County area, are underlain by MRZ-2 lands, as described in the County of Riverside General Plan (County of Riverside 2015). Additionally, there are several active mines near the Project alignment including Nichols Canyon Mine (aggregate mining operation), which is east of I-15, and approximately 156 acres north of Nichols Canyon Road; and approximately 43 acres south of Nichols Canyon Road, in the northeastern portion of the City of Lake Elsinore (California Department of Conservation 2016). Although the Project overlays areas identified as potentially containing mineral deposits, construction and operation of the Project would be within the existing State right of way and mineral extraction is not allowed within the State right of way. Construction and operation of the Project would not cause a loss of availability of a known mineral resource that would be of value to the region and the residents of the state, and the Project would have a less-than-significant impact related to mineral resources. (final EIR/EA, pp. 3-61 - 3-62).

2. **Locally-Important Mineral Resource Recovery Site**: Significant clay resources are associated with the area just south of I-15 and west of Lake Street, known as the Pacific Clay Products deposits, which are within the approved Alberhill Specific Plan and pending Alberhill Villages Specific plan (City of Lake Elsinore 2011). However, the mining activity is being phased out in accordance with approved permits, and the continued use and ultimate reclamation of these lands has been or will be addressed in the specific plans prepared for these areas (City of Lake Elsinore 2011). Furthermore, the Project LOD has previously experienced substantial ground disturbance due to construction of the freeway and urban development surrounding much of the freeway alignment. Being that the Project lies primarily in the median of an established freeway and would consist primarily of grading and paving in that location, it is unlikely that any locally or regionally important mineral resource would be affected by Project construction. The Project would result in a less than-significant impact on known mineral resources that are of value locally, for the region or state. (final EIR/EA, p. 3-62).

L. Environmental Factor: Noise

1. **Ambient Noise**: The primary factor considered by Caltrans in assessing the significance of noise impacts is the future increase in traffic noise. Significant impacts are assessed if noise- sensitive receptors will be exposed to a substantial increase in traffic noise levels between

the Existing and Design-Year Build conditions. If the character of the noise is unchanged, like in the case of varying traffic noise levels, sound level increases of 3 Aweighted decibels (dBA) are generally perceived as barely perceptible and 5 dBA as readily perceptible. For the purposes of assessing potential noise impacts, a traffic noise increase of 12 dBA between Existing and Design-Year Build conditions is considered to be a substantial increase. Noise-sensitive locations have been categorized by similar land use types and evaluated for significance; these categories include residential locations, recreational locations, and outdoor commercial locations. For the purpose of this noise analysis, the noise Project study area is divided into 20 separate Noise Analysis Areas that are based on major local intersections (see Section 2.3.7, Noise, for more information).

Residential Locations: The noise levels at residential locations in the Project study area would range from 40 dBA average hourly equivalent noise level (Leq[h]) to 75 dBA Leq(h) under the Existing condition. Noise levels under the Design-Year Build condition would range from 42 dBA Leq(h) to 72 dBA Leq(h). The changes during the Design-Year Build condition relative to the Existing condition would range from a -2 dBA decrease to a 3 dBA increase. Large reductions in predicted noise levels under the Design-Year condition relative to the Existing condition are due to the construction of the permitted projects discussed in Section 2.3.7.2 of this EIR/EA; some of these projects would be constructed between I15 and existing land uses, creating new buildings and property line walls that would shield the existing land uses from freeway traffic noise. The largest increase in noise levels for the Design-Year condition relative to the Existing condition is 3 dBA, which is a barely perceptible difference in traffic noise levels and is well below the 12-dBA threshold of significance for CEQA. Therefore, traffic noise impacts at residential locations in the Project study area would be less than significant.

Recreational Locations: The noise levels at recreational locations in the Project study area would range from 56 dBA Leq(h) to 74 dBA Leq(h) under the Existing condition. Noise levels under the Design-Year Build condition would range from 56 dBA Leq(h) to 76 dBA Leq(h). The changes during the Design-Year Build condition relative to the existing condition would range from a 3 dBA decrease to a 2 dBA increase. The only exception is a trail node at the Serrano Single-Family Home Community, detailed in Section 2.3.7.2 of this EIR/EA. There is a projected increase of up to 9 dBA at this location. However, the community, including the trail node, was not yet constructed under the existing condition. Because the existing noise level and resulting estimated noise increase do not represent the finished trail node geometry, the community was excluded from the determination of significance for recreational locations. The largest increase in noise levels for the Design-Year condition relative to the existing condition is 2 dBA, which is less than a barely perceptible difference of 3 dBA and is well below the 12-dBA threshold of significance for CEQA. Therefore, traffic noise impacts at recreational locations in the Project study area would be less than significant.

Outdoor Commercial Locations: The noise levels at outdoor commercial locations in the Project study area would range from 45 dBA Leq(h) to 75 dBA Leq(h) under the Existing condition. Noise levels under the Design-Year Build condition would range from 47 dBA Leq(h) to 77 dBA Leq(h). The changes during the Design-Year Build condition relative to the existing condition would range from a -11 dBA decrease to a 3 dBA increase, which is a barely perceptible increase in traffic noise levels

and well below the 12-dBA threshold of significance for CEQA. Therefore, the traffic noise impacts at outdoor commercial locations in the Project study area would be less than significant. (final EIR/EA, pp. 3-63 - 3-65).

2. **Groundborne Vibration or Noise**: Any groundborne noise or vibration would be limited to the construction period and would be short in duration. In general, literature on the subject shows that only blasting, pile driving, and pavement breaking have documented examples of potential damage to buildings (Caltrans 2020a). For pile driving and pavement breaking, the potential for damage from vibration is at locations in relatively close proximity to the activity. The worst-case groundborne vibration levels associated with the Project would be from pile driving. Pile driving is expected to occur at multiple bridge foundation locations along the Project alignment and at recommended noise barrier locations. Groundborne vibration levels in excess of 0.25 inch per second (in/sec) Peak Particle Velocity (PPV) are considered the threshold for potential damage to historic buildings and other old structures (Caltrans 2020a). This is conservatively used as the threshold for assessing potential impacts for the Project because newer buildings can withstand higher levels of groundborne vibration without being damaged.

Potential vibration impacts due to impact pile driving were estimated using the criteria for impact pile drivers provided in the Caltrans Transportation and Construction Vibration Guidance Manual (Caltrans 2020a). PPV is estimated to reduce at a rate of PPVRef x (25/D)n x (Eequip/ERef) 0.5.

An impact pile driver is estimated to produce a vibration level of 0.65 in/sec PPV at a reference distance of 25 feet (Caltrans 2020a); therefore, it is calculated that any structure within 60 feet of impact pile driving could experience vibration damage, depending on its age and condition. Cast-in-drilled-hole (CIDH) piles are planned to be used in place of impact pile driving in some locations, including for sound wall construction. Vibration levels from CIDH pile installation would be much lower than for impact pile driving and would primarily be produced while drilling the holes for the piles. The Caltrans Transportation and Construction Vibration Guidance Manual identifies that drills would produce 0.089 in/sec PPV at a distance of 25 feet, which would be below the damage threshold for historic and other old buildings (Caltrans 2020a). The closest building to any possible pile-driving location would be approximately 75 feet away. This is outside the 60-foot range of potential impacts identified above and vibration levels would be on the order of 0.19 in/sec PPV, which is below the threshold of 0.25 in/sec PPV. This is also well outside the range of potential impacts for CIDH pile installation. As a result, groundborne vibration from Project construction would be below the 0.25 in/sec PPV damage potential threshold at all buildings in the study area. Therefore, groundborne vibration and noise effects would be less than significant. The Project does not involve changes that would result in noticeable increases in groundborne vibration or groundborne noise levels from use or maintenance of the roadway when compared with the No Build Alternative. Once construction of the Project is complete, long-term increases in groundborne vibration or groundborne noise levels from use or maintenance of the roadway would be less than significant. (final EIR/ EA, pp. 3-65 – 3-66.)

3. **Airport Noise**: The Project would not create any new receptors or land uses that would be sensitive to aircraft noise. There are no airports or private airstrips in the vicinity (i.e., within 2 miles) of the Project site. The closest airport is Corona Municipal Airport, which is more

than 5.6 miles to the northeast. At this distance, the Project site is not exposed to substantial noise levels from aircraft operations. In addition, the Project would not change the operations at any airport or airstrip, and would not alter the aircraft noise exposure at any existing sensitive land uses. As such, Project implementation would not expose people residing or working in the vicinity of the Project to excessive aircraft noise levels. Therefore, there would be no impact. (final EIR/ EA, p. 3-66.)

M. **Environmental Factor: Population and Housing**

1. **Induce Substantial Population Growth**: The potential of growth-related impacts resulting from the Build Alternative (Preferred Alternative) was considered in the context of the first-cut screening analysis approach, as demonstrated in Section 2.2.3, Growth. That analysis determined that the Build Alternative (Preferred Alternative) would generate additional short-term employment opportunities during construction, which would be filled by local residents. Long-term substantial population growth associated with Project construction is not anticipated. The Project also would not establish new homes or provide any new access into areas that previously had no access, which could prompt development. Even though the Project would improve mobility and transportation options, these changes have already been identified in the 2025 FTIP and SCAG's 2024–2050 RTP/SCS for Riverside County under project number 3160001-RIV170901. Operation of the Project would not result in additional substantial growth over the growth already identified in SCAG's 2024–2050 RTP/SCS.

While the Project would include the construction of additional transportation infrastructure (i.e., noise barriers, retaining walls, and bridge widening), the construction activity would be contained within Caltrans right of way as well as within the existing median of I-15. Projected population growth would occur in the study area with or without the improvements associated with the Project. In addition, potential indirect growth has already been captured at the local and regional level through the inclusion of the Project in SCAG's 2024-2050 RTP/SCS list of projects. Therefore, construction or operation of the Build Alternative would not induce substantial unplanned population growth, either directly or indirectly. The impact is considered less than significant. (final EIR/ EA, pp. 3-67 - 3-68).

2. **Housing**: The Project area consists of an existing freeway with retaining walls, and other structural features. Existing land use types within 0.5 mile of the Project area are shown on Figure 2.2.1-1 in Section 2.2.1 of this EIR/EA and include commercial and services, general office, under construction, facilities, education, industrial, single-family residential, multifamily residential, mobile homes and trailer parks, mixed residential, rural residential, mixed commercial and industrial, agriculture, open space and recreation, water, transportation/communications/utilities, and others such as highways and roads. The improvements proposed under the Build Alternative (Preferred Alternative) would add additional express lanes to the already existing I-15. There would be no direct or indirect, permanent or temporary impacts on housing characteristics such as rent, housing prices, occupancy, housing type, or population projections requiring additional residential units, as a result of the Build Alternative (Preferred Alternative). The Project would be improving existing transportation

infrastructure. No displacements requiring relocation of residential uses or construction of housing would occur. Therefore, because the Build Alternative (Preferred Alternative) would not displace existing housing or people or require the acquisition of any residential units, there would be no impact. (final EIR/EA, p. 3-68).

N. **Environmental Factor: Public Services**

1. Government Facilities:

- Fire protection?

There is one fire station and no police stations within the community impact study area and several fire and police stations just outside the community impact study area. As described earlier in threshold (f) in Section 3.1.9, emergency services may experience direct temporary impacts as a result of construction activities that may affect traffic within the service area. Continuous access and connectivity would be maintained during construction with Standard Project Measure TR-1. The TMP would specifically address requirements for coordination with emergency service providers and accommodation of emergency travel routes and access to, through, and around active construction areas. Therefore, the Build Alternative (Preferred Alternative) would not result in permanent or temporary substantial adverse impacts on emergency service response times within the community impact study area. Additionally, because the Project is within fire hazard zones, Avoidance and Minimization Measures FIRE-1 and NC-3 (NES BIO-1) would ensure that construction activities avoid or minimize the risk of fires. The Project shall also comply with Caltrans Standard Specifications Section 7-1.02M(2), which mandates fire prevention procedures during construction, including a fire prevention plan. The Project itself would not cause direct or indirect permanent or temporary impacts on emergency services, response times, or the demand of services, as the Project does not propose any new residential, commercial, or industrial developments that would encourage growth, as discussed in Section 2.2.3, Growth. Impacts are considered less than significant.

- Police protection?

Construction of the Build Alternative (Preferred Alternative) would result in temporary impacts on traffic circulation including emergency services. Those impacts would be addressed by Standard Project Measure TR-1 during construction. The TMP would specifically address requirements for coordination with emergency service providers and accommodation of emergency travel routes and access to, through, and around active construction areas. In the long term, the Project would improve the operation of the freeway facilities. These improvements in traffic flow are likely to improve emergency response times within the Project limits. The impacts of both construction and operation of the Project on the delivery of emergency services would be less than significant. Therefore, operation of the Build Alternative (Preferred Alternative) would not result in adverse effects on the delivery of emergency services in the long term.

- Schools?

There are no planned schools within 0.5 mile of the Project limits. However, eight existing schools are within 0.5 mile of the Project limits (see Section 3.1.11, Land Use and Planning, and Appendix A, Section 4(f), for more information on schools near the Project). A TMP per Standard Project Measure TR-1 would minimize direct temporary impacts on traffic and circulation within the study area and maintain continuous access and connectivity throughout construction activities. The potential impacts on schools as a result of the Build Alternative (Preferred Alternative) would be less than significant.

- Parks?

Construction of the Project may result in a temporary increase in travel times for the public in accessing local parks and recreation facilities, but access would be maintained throughout the duration of construction via the transportation management strategies in the TMP (Standard Project Measure TR-1). As previously discussed, no property acquisitions, relocations, or TCEs would be required under the Build Alternative (Preferred Alternative). Therefore, the impacts of the Project on parks would be less than significant.

- Other public facilities?

The Project would not result in the permanent conversion of land use or in temporary closures of any community facilities. The Build Alternative (Preferred Alternative) may result in temporary delays in travel time to and from community facilities but these would be minimized with Standard Project Measure TR-1. The Project would not result in permanent impacts on any community facilities. Therefore, impacts on other public facilities would be less than significant.

(final EIR/EA, pp. 3-70 – 3-71).

O. **Environmental Factor: Recreation**

1. **Increase Use of Recreational Facilities**: As discussed in Section 3.1.15, Public Services, the Project would not influence growth beyond what is currently planned and, therefore, would not result in an increase in the use of existing neighborhood and regional parks or other recreational facilities such that substantial deterioration of the facility would occur. No property acquisitions or relocations would be required under the Build Alternative (Preferred Alternative). No TCEs would be required for the Project. If a TCE is needed during construction, it would not encroach on any existing or proposed recreational facilities. There are no construction activities proposed adjacent to or on parks or any other recreational facilities, with the exception of the El Cerrito Sports Park, which is adjacent to and shares a boundary with the Project LOD. However, the Project would not affect access to the facility. The Build Alternative (Preferred Alternative) would result in a less-than-significant impact under CEQA during construction. There would be no operational impact on the physical deterioration of existing neighborhoods and regional parks or other recreational facilities. (final EIR/ EA, pp. 3-72 - 3-73.)

2. **Construction or Expansion of Recreational Facilities**: The Project does not include the construction of new recreational facilities or require the expansion of existing recreational

facilities. Therefore, the Project would have no impact related to constructing new or expanded recreation facilities. (final EIR/EA, p. 3-73).

P. **Environmental Factor: Transportation**

1. **Plan Consistency**: Although not anticipated, the Project may temporarily affect existing pedestrian and bicycle facilities during the construction of bridge widenings. Potential construction related traffic and circulation impacts, and impacts on pedestrian and bicycle facilities, including Americans with Disabilities Act facilities, would be minimized or avoided through Standard Project Measure TR-1. The Build Alternative (Preferred Alternative) would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian Chapter 3 California Environmental Quality Act (CEQA) Evaluation I-15 Express Lanes Project Southern Extension (ELPSE) Draft Environmental Impact Report/Environmental Assessment 3-76 facilities, or otherwise decrease the performance or safety of such facilities. Impacts are considered less than significant under CEQA. (final EIR/ EA, pp. 3-73 - 3-75).

2. **Geometric Design Hazards**: The Project would be designed, constructed, and operated consistent with Caltrans' Highway Design Manual (Caltrans 2020b) and other applicable standards and specifications with exceptions to design standards to minimize environmental or right of way impacts and avoid added costs to the Project. Refer to Tables 1-6 and 1-7 in Chapter 1 for a full list of non-delegated boldface design features and underlined design features both requiring approval prior to construction for incorporation in the Project design. The design exceptions would not increase any hazards or hazardous situations and the Build Alternative (Preferred Alternative) would not include hazardous design features. Furthermore, pedestrians and bicyclists would continue to be prevented from entering and operating on the I-15 mainline and ramps. The Build Alternative (Preferred Alternative), including design exceptions, is not anticipated to substantially increase hazards and impacts are considered less than significant under CEQA. (final EIR/EA, pp. 3-76 – 3-77).

3. **Emergency Access**: As described earlier in thresholds (a) and (b) in Section 3.1.15, construction of the Project is expected to result in temporary impacts on traffic circulation, which could affect emergency service vehicles. Standard Project Measure TR-1 would be implemented during construction to ensure that impacts are avoided and/or minimized. The TMP shall specifically address requirements for coordination with emergency service providers and accommodation of emergency travel routes and access to, through, and around active construction areas. In the long term, the Project is expected to improve the operation of the freeway facilities. These improvements in traffic flow are likely to improve emergency response times within the Project limits. The impacts of both construction and operation of the Build Alternative (Preferred Alternative) on the delivery of emergency services are considered less than significant under CEQA. (final EIR/EA, p. 3-77)

4. **CEQA Guidelines section 15064.3**: On September 27, 2013, California Governor Edmund Gerald Brown, Jr. signed Senate Bill (SB) 743 into law, which requires lead agencies under CEQA to identify new methodologies for transportation analyses that are intended to encourage "land use and transportation planning decisions and investments that reduce VMT

and contribute to the reductions in greenhouse gas emissions required in the California Global Warming Solutions Act of 2006."[4] Following the signing of SB 743, CCR, Title 14, §15064.3 was adopted in December of 2018, which provides guidance on implementation of SB 743 for land use and transportation projects.

Senate Bill 743 (2013) amended CEQA to allow the Governor's Office of Planning and Research to develop new guidelines under CEQA establishing alternative metrics to levels of service for the analysis of transportation impacts. On December 28th, 2018, the Office of Administrative Law approved the amendments to the CEQA Guidelines including changes related to Senate Bill 743. The amended CEQA Guidelines add a new section on determining the significance of transportation impacts and generally specify VMT as the most appropriate measure of transportation impacts. In 2020, Caltrans prepared guidance documents for the implementation of Senate Bill 743 and adopted VMT as the CEQA transportation metric. These documents, the "Transportation Analysis Framework" and "Transportation Analysis under CEQA," along with other information can be found on the Caltrans Senate Bill 743 website.

The intent of SB 743 is to better align CEQA practices with statewide sustainability goals related to efficient land use, greater multimodal transportation choices, and GHG and traffic-related air pollution reductions while balancing the needs of congestion management and safety. SB 743 changes the metric of consideration for transportation impacts pursuant to CEQA from a focus on automobile delay to alternative methods focused on VMT to analyze transportation impacts. Lead agencies had until July 1, 2020, to comply with the new VMT metric for analyzing transportation impacts, although they could have voluntarily complied earlier (CCR Section 15064.3(c)). Consistent with SB 743, Caltrans determined that VMT is the most appropriate metric for determining the significance of transportation impacts under CEQA for capacity-increasing transportation projects on the State Highway System. Caltrans' VMT CEQA Significance Determinations for State Highway System Projects: Implementation Timeline Memorandum Update (September 10, 2022) outlines, among other items, when an analysis is needed to support a VMT-based transportation impact significance determination. The memorandum states: "Projects initiated on or after December 28, 2018, which have reached or will reach Caltrans' Milestone 020 ('Begin Environmental') before September 15, 2020, will be evaluated by the Department in consultation with project sponsors on a case-by-case basis to determine if the use of a VMT-based transportation impact significance determination in the draft environmental document is warranted." As previously noted, projects are required to adhere to the requirements of SB 743 as of July 1, 2020; however, the Project was initiated prior to this date. Furthermore, a VMT Analysis Screening Form was prepared for the Project in 2020. In the form, it was documented that Caltrans' Milestone 020 was achieved for the Project on July 3, 2019, and prior to the September 15, 2020, date included in the previously referenced Implementation Memorandum.

Moreover, while VMT is analyzed in connection with air quality, climate change, and GHG impacts in Section 3.3, it is not analyzed as a transportation impact herein under CEQA because the Notice of Preparation circulated for this Final EIR/EA in October 2019 predated July 1, 2020, when the State CEQA Guidelines were amended to provide a general rule that VMT is the most appropriate

measure of transportation impacts. (see State CEQA Guidelines, §§ 15007 ["Amendments to the [State CEQA] Guidelines apply prospectively only"]; 15064.3 [provisions of this section shall apply statewide beginning July 1, 2020]). Therefore, a VMT analysis under CEQA for determining the significance of transportation impacts is not required for the Project. This determination, as documented in the VMT Analysis Screen Form, was concurred with by Caltrans on August 11, 2020. No avoidance, minimization, or mitigation measures are required. (final EIR/EA, pp. 3-75 – 3-76)

Q. **Environmental Factor: Tribal Cultural Resources**

1. **Historical Resources Register and Significance to Native American tribe**: Project archaeologists sent a letter to the Native American Heritage Commission on September 13, 2019, requesting a search of the Sacred Lands File and a list of potentially interested Native American groups and individuals. The Native American Heritage Commission responded on October 1, 2019, stating that a search of the Sacred Lands Files was positive for sacred lands or TCPs in proximity to the APE. During consultation between Caltrans District 8, on behalf of FHWA, and the Pechanga Band of Luiseño Indians for another nearby project, the tribe identified three TCPs: Túu'uv (TCP-1), Qaxáalku Payómik (TCP-2), and Qaxáalku Kwíimik (TCP-3). The full extent and exact boundaries of each TCP are not currently defined by the tribe, but together these TCPs comprise a vast, undefined geographic area that overlaps with portions of the current Project's APE and APE vicinity. The TCPs are considered by the tribe to be eligible for the NRHP under all four evaluation criteria. Therefore, Caltrans assumes these three TCPs are eligible for the NRHP under Criteria A, B, C, and D for the purposes of this Project only. The Caltrans Cultural Studies Office approved the assumption of eligibility for the three TCPs on March 10, 2022. See Section 2.2.10, Cultural Resources, for a full summary of Native American consultation completed for this Project. As detailed in Section 2.2.10, Cultural Resources, there are archaeological sites within the APE that are considered eligible for inclusion in the NRHP for the purposes of this Project only because they would be protected in their entirety from any potential effects through the establishment of an ESA, in accordance with Section 106 PA Stipulation VIII.C.4. There are seven historic properties within or adjacent to the APE for the purposes of this Project (Table 3-3 in Section 3.1.5, Cultural Resources). Four of the seven historic properties are prehistoric archaeological sites that would be avoided and protected with an ESA for each and would follow Caltrans Standard Specifications 14-1, 14-2, and 16-2.03 (Caltrans 2023i). Therefore, the Project has a finding of "no adverse effect with standard conditions" (i.e., a Finding of No Adverse Effect) for the four prehistoric historic properties. The other three resources are the identified TCPs. Based on the limited percentage of permanent impacts on the overall TCPs and the lack of impacts on potentially contributing archaeological sites, a Finding of No Adverse Effect on the TCPs also is applicable (see Sections 2.2.10, Cultural Resources, and 3.1.5, Cultural Resources, for more information).

Overall, the undertaking would have No Adverse Effect on the four archaeological sites and three TCPs. Caltrans District 8, in applying the Criteria of Adverse Effect, proposes that a Finding of No Adverse Effect is appropriate, and the SHPO supplied concurrence in the finding, pursuant to 36 CFR 800.5(c) and 106 PA Stipulation X.B.2 on May 26, 2023. Although a low

potential has been determined, in general, it is possible that previously undocumented cultural materials or human remains may be unearthed during site preparation, grading, or excavation for the Build Alternative (Preferred Alternative. Those potential effects would be avoided or minimized through Standard Project Measures CR-1 through CR-4 (see Section 2.2.10, Cultural Resources, for full measure text); therefore, less-than significant impacts are anticipated related to tribal cultural resources. (final EIR/EA, pp. 3-79 - 3-80)

R. **Environmental Factor: Utilities and Service Systems**

1. **Relocation or Construction of Utilities:** The Build Alternative (Preferred Alternative) is expected to require conduit connections to existing power sources, which include private utility companies. As described in Section 2.2.7, Utilities and Emergency Services, 280 utilities are within the study area: 88 telecommunication, 67 electrical power, 33 natural gas, 63 water, 27 sewers, and three casing. All utilities would be protected in place. Therefore, the Project would have no impact on relocation or construction of utilities. (final EIR/EA, pp. 3-82).

2. **Capacity to Serve Demand**: The Build Alternative (Preferred Alternative) would not generate wastewater or discharge wastewater to the area sewer system. As a result, the Project would not exceed wastewater treatment requirements, require or result in the construction of new wastewater treatment facilities, or result in the need for a determination by a wastewater treatment provider that it has adequate capacity to serve the Project area. Therefore, there would be no impact. (final EIR,/EA, pp. 3-82).

3. **Solid Waste :** During construction, two types of waste materials would be collected: vegetation, other plant material, and excess soils; and solid waste such as concrete, asphalt, and wood. The waste collected during construction would be properly disposed of at an existing landfill or recycled. The amount of waste that would be generated during construction of the Build Alternative (Preferred Alternative) would be limited and would cease once construction is complete. That amount of waste would be only a very small amount of the total waste disposed of or recycled at area recycling facilities and landfills, on both a daily and annual basis. Therefore, the amount of waste generated during construction of the Project is anticipated to be accommodated by the existing recycling and landfill facilities in Riverside County. Trash/waste removal would continue consistent with current maintenance activities during operation. There would be similar amounts of trash/waste collected during operation of the Project compared to existing conditions, because the Project would consist of roadway expansion within the State right of way. Therefore, the amount of waste generated during operation of the Build Alternative (Preferred Alternative) would be negligible and is considered less than significant. (final EIR/EA, p. 3-83).

4. **Solid Waste Statutes**: Any hazardous waste generated during construction of the Build Alternative (Preferred Alternative), collected during normal waste collection activities, or collected as a result of an accidental release on I-15 freeway or ramp facilities would be collected, handled, transported, and disposed of consistent with applicable federal, State, regional, and local regulations. Hazardous wastes would not be mixed with greenwaste or non-hazardous trash and impacts are considered less than significant. Waste materials generated during construction and

operation of the Project would be disposed of in accordance with federal, State, and local regulations related to recycling, which would minimize the amount of waste material entering local landfills; as such, impacts are considered less than significant. (final EIR/EA, p. 3-83).

S. Environmental Factor: Wildfire

1. **Impairment to Emergency Response Plan**: The Project limits traverse the City of Lake Elsinore, the City of Corona, and portions of unincorporated Riverside County. Both cities and Riverside County have Emergency Operations Plans, which provide guidelines for emergency response planning, preparation, training, and execution throughout their jurisdictions. I-15 would remain in operation throughout the duration of construction activities, and the TMP (Standard Project Measure TR-1) would minimize any construction-related delays, provide detours as needed, and require coordination with California Highway Patrol and local law enforcement agencies. The Project would not impair or physically interfere with implementation of applicable emergency response, from construction through long-term operations. No potential evacuation routes would be impeded or disrupted during Project construction and operation. The Project is not expected to cause a substantial increase in emergency response times during construction, especially with Standard Project Measure TR-1. Therefore, there would be a less-than-significant impact. (final EIR/EA, pp. 3-84 – 3-85).

2. **Slope or Spread Risk**: According to CAL FIRE, the Project is within the Riverside County SRA and the City of Corona and City of Lake Elsinore LRAs. According to the CAL FIRE SRA and LRA maps, the Project footprint is within areas designated as moderate, high, and very high FHSZs. However, the Project is within the active I-15 transportation corridor, which predominantly consists of urban, developed, and disturbed environments. The Project would not alter the alignment of I-15 and would not run directly through areas with open space. Generally, transportation projects, particularly those on existing alignments, are considered unlikely to exacerbate wildfire risks or post-fire flooding/landslides. However, Avoidance and Minimization Measures FIRE-1 and NC-3 (NES BIO-1) would ensure that construction activities avoid or minimize the risk of fires. The Project shall also comply with Caltrans Standard Specifications Section 7-1.02M(2), which mandates fire prevention procedures during construction, including a fire prevention plan. The Project would not exacerbate wildfire risks in or near an SRA, LRA, or elsewhere due to slope, prevailing winds, or other factors. Construction and operational activities would occur in areas of long-term commercial, industrial, and residential use. The Project is anticipated to be constructed entirely within the existing State right of way. Through proper site design and compliance with standard and emergency county access requirements, the Project would not exacerbate wildfire risk or expose the Project site to pollutant concentrations from a wildfire or uncontrolled spread of wildfire. There would be a less-than-significant impact. (final EIR/EA, p. 3-85).

3. **Associated Infrastructure**: The Project would construct two additional express lanes in both the northbound and southbound directions within the median from State Route (SR-) 74 (Central Avenue) through the Temescal Valley community, to El Cerrito Road in the City of Corona. Additional Project components include but are not limited to adding an auxiliary lane

at two locations along I-15, installing advance signage, applying transition striping, widening up to 15 bridges within the Project limits, shifting the I-15 centerline 12 feet to the east between Cajalco Road and Weirick Road/Dos Lagos Drive, reconfiguring the southbound Weirick Off-Ramp, and installing roadside tolling equipment. No utilities would be relocated, and all utilities would be protected in place. The Project requires the installation and maintenance of tolling equipment that is similar in type and scope to express lanes existing along the I-15 transportation corridor. Construction of the median into express lanes would also extend the firebreak between the east and west sides of I15, which is a benefit of the Project. Avoidance and Minimization Measures FIRE-1 and NC-3 (NES BIO-1) would ensure that construction activities avoid or minimize the risk of fires. The Project would also comply with Caltrans Standard Specifications Section 7- 1.02M(2), which mandates fire prevention procedures during construction, including a fire prevention plan. The Project is not expected to exacerbate wildfire risks or expose Project personnel to pollutants from a wildfire or the uncontrolled spread of a wildfire. (final EIR/EA, 3-86).

4. **Risks to People or Structures**: Although I-15 is relatively flat, hills are directly north and east of the existing transportation corridor. Implementation of standard Caltrans practices for erosion control and other BMPs (Avoidance and Minimization Measure NC-12 and Caltrans Standard Specification 13-1.01D(2)) would avoid or minimize the Project's potential to result in downslope or downstream flooding or landslides. Therefore, the Project would not expose the public to a risk of post-fire slope instability or drainage changes. Impacts would be less than significant. (final EIR/EA, p. 3-86).

SECTION III

FINDINGS REGARDING ENVIRONMENTAL IMPACTS MITIGATED TO A LEVEL OF LESS THAN SIGNIFICANT

RCTC finds that the following environmental impacts identified in the final EIR/EA are potentially significant but can be mitigated to a less than significant level through the imposition of feasible mitigation measures. The potentially significant impacts and the measures which would reduce them to a less than significant level are described in the final EIR/ EA and are summarized in the following sections.

The complete language of the avoidance, minimization, and mitigation measures and other conditions included in Preferred Alternative 1br to address the Project's environmental effects are provided in the MMRP in Exhibit A and are summarized briefly when cited in the following sections.

A. Environmental Factor: Biological Resources

1. Special-Status Species or Sensitive Natural Community:

The Project has been designed to be consistent with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP); as such, it would receive "take"1 coverage for MSHCP covered species. The database used to create the MSHCP did not have enough detail to map the extent of the presence or distribution of some species within the MSHCP Area. For these species, "Additional Survey Needs and Procedures" were developed within specifically mapped areas. Within these mapped areas, there is no "take" covered for these species. For instance, there is "take" for San Bernardino kangaroo rat (SBKR; Dipodomys merriami parvus) outside of the Additional Survey Needs and Procedures mapped areas; however, within the mapped areas additional studies—including a habitat assessment and, if habitat is present, a focused survey—are required. Within the Project area, SBKR is not within the Additional Survey Needs and Procedures mapped area, so the Project has "take" coverage for this species. Federally and/or State-listed Endangered or Threatened Wildlife Suitable habitat was determined to occur within the biological study area (BSA) for:

- Tricolored blackbird (Agelaius tricolor; State-listed as threatened [ST], MSHCP covered)
- Coastal California gnatcatcher (Polioptila californica; federally listed as threatened [FT], California species of special concern [CSC], MSHCP covered)
- Stephens' kangaroo rat (SKR; Dipodomys stephensi; FT, ST, MSHCP covered; SKR Habitat Conservation Plan [HCP])
- SBKR (federally listed as endangered [FE], State-listed as candidate endangered [CE], MSHCP Additional Survey Needs and Procedures [Section 6.3.2]; but outside of required survey area, MSHCP covered species)
- Quino checkerspot butterfly (Euphydryas editha quino; FE, MSHCP covered)

- Mountain lion (Puma concolor; candidate federally endangered [CFE], MSHCP covered)
- Arroyo toad (Anaxyrus californicus; FE, MSHCP Additional Survey Needs and Procedures [Section 6.3.2]; but outside of required survey area, MSHCP covered)
- Bald eagle (federally delisted, State-listed as endangered [SE], MSHCP covered)
- Burrowing owl (*Athene cunicularia*; State-listed candidate [SC], MSHCP Additional Survey Needs and Procedures [Section 6.3.2]; within required survey area, no burrowing owls observed)
- Western spadefoot (*Scaphiopus hammondii;* Federally -proposed threatened [PT], CSC, MSHCP covered)

Because all these species are covered under the MSHCP, compliance with the MSHCP would afford "take" coverage for all these species and no additional discussion related to these species is included. See "Table 3-1. Federally and/or State-Listed Endangered or Threatened Wildlife Species Summary" for further discussions on avoidance measures involved.

Suitable habitat was present for Riverside fairy shrimp (Streptocephalus woottoni; FE), San Diego fairy shrimp (Branchinecta sandiegonensis; FE), and vernal pool fairy shrimp (Branchinecta lynchi; FT). Additional surveys where potential habitat is present are required for both Riverside fairy shrimp and vernal pool fairy shrimp to achieve consistency with the MSHCP. Surveys were conducted for these species and were negative; therefore, no Avoidance and Minimization Measures would be required for listed fairy shrimp species.

Suitable habitat is present for least Bell's vireo (LBV; *Vireo bellii pusillus*; FE, SE) and southwestern willow flycatcher (SWFL; *Empidonax traillii extimus*; FE, SE), both of which are covered under the MSHCP but are not yet adequately conserved, with focused surveys required when suitable habitat is present that may be directly or indirectly affected (Section 6.1.2 of the MSHCP). Riparian bird surveys were conducted for LBV and SWFL. There are 88.43 acres of potentially suitable habitat for LBV within the riparian bird study area. Eleven LBV use areas were detected within the riparian bird survey area, with most use areas associated with Temescal Wash. However, none of the use areas occur within the limits of disturbance (LOD), so no direct effects on LBV are anticipated. There are 61.32 acres of potentially suitable habitat for SWFL in the riparian bird study area. SWFL was not observed during the focused surveys and is presumed absent; therefore, no direct effects are anticipated on this species.

The following Avoidance and Minimization Measures, which are required for all covered activities under the MSHCP, shall be implemented to ensure that indirect construction impacts on listed, MSHCP covered threatened and/or endangered wildlife species are avoided and/or minimized.

NC-2 (NES BIO-2) (ECR, pp. 20)
NC-3 (NES BIO-3) (ECR, pp. 21)
NC-4 (NES BIO-4) (ECR, pp. 21)
NC-5 (NES BIO-5) (ECR, pp. 21)
NC-6 (NES BIO-6) (ECR, pp. 21)

NC-7 (NES BIO-7) (ECR, pp. 22)
NC-8 (NES BIO-8) (ECR, pp. 22)
NC-9 (NES BIO-9) (ECR, pp. 22)
NC-10 (NES BIO-10) (ECR, pp. 29)
NC-12 (NES BIO-12) (ECR, pp. 5)
NC-13 (NES BIO-13) (ECR, pp. 15)
NC-14 (NES BIO-14) (ECR, pp. 23)
NC-18 (NES BIO-20) (ECR, pp. 24)
NC-18 (NES BIO-20) (ECR, pp. 24)
NC-19 (NES BIO-24) (ECR, pp. 27)
AS-1 (NES BIO-18) (ECR, pp. 27)
TE-2 (NES BIO-21) (ECR, pp. 22)

The following Avoidance and Minimization Measures, which are required for all covered activities under the MSHCP, shall be implemented to ensure that direct impacts on listed, MSHCP covered threatened and/or endangered wildlife species are avoided and/or minimized. (final EIR/EA, pp. 3-21).

NC-1 (NES BIO-1) (ECR, pp. 14)
NC-10 (NES BIO-10) (ECR, pp. 29)
NC-12 (NES BIO-12) (ECR, pp. 5)
NC-13 (NES BIO-13) (ECR, pp. 15)
NC-14 (NES BIO-14) (ECR, pp. 23)
NC-18 (NES BIO-20) (ECR, pp. 24)
TE-2 (NES BIO-21) (ECR, pp. 28)
AS-5 (NES BIO-28) (final EIR/EA, pp. 2.4.4-92)

The Project was redesigned to avoid LBV use areas, and, while not anticipated, LBV territories could fluctuate from season to season. Given the number of LBV use areas and the proximity of these use areas to the Project, it is possible that LBV use areas may conflict with the construction footprint due to changes in nesting territories prior to the initiation of construction. While no direct impacts on LBV are anticipated, as a precaution, if LBV use areas were to occur within the construction area, measures have been included to address direct construction impacts on LBV if they were to occur as a part of the Project, with potentially significant impacts. If this were to happen, with the implementation of the Mitigation Measure below and Avoidance and Minimization Measure JPR-3, significant direct construction impacts on LBV would be reduced to less-than-significant levels:

TE-3 (NES BIO-23) (ECR, pp. 28)

In addition to the above measure, the following Avoidance and Minimization Measure would be required to avoid direct and indirect construction impacts on LBV:

JPR-3

In addition to the above measures for direct impacts on MSHCP covered special-status wildlife species, the following Avoidance and Minimization Measure would be required for burrowing owls:

AS-2 (NES BIO-25)

Crotch bumble bee (Bombus crotchii; CE), which is not a covered species under the MSHCP, has a moderate potential to occur in the BSA but a low potential to occur in the LOD due to the high level of disturbance in the LOD and the lack of resources necessary for the natural life history of this species (food plant genera include Antirrhinum spp., Phacelia spp., Clarkia spp., Dendromecon spp., Eschscholzia spp., and Eriogonum spp., which are found in scrub habitat and open grassland areas with low disturbance levels). The LOD is too disturbed to support the food plants for this species, and ongoing disturbance prevents the success of nests (nests in the ground in rodent burrows or above ground in logs etc.). Surveys were not conducted for this species because of the low potential for this species to occur within the LOD due to the high level of disturbance. The following Avoidance and Minimization Measures shall be implemented to ensure that indirect and direct construction impacts on Crotch bumble bee are avoided and/or minimized.

NC-2 (NES BIO-2) (ECR, pp. 20)
NC-3 (NES BIO-3) (ECR, pp. 21)
NC-4 (NES BIO-4) (ECR, pp. 21)
NC-5 (NES BIO-5) (ECR, pp. 21)
NC-6 (NES BIO-6) (ECR, pp. 21)
NC-7 (NES BIO-7) (ECR, pp. 22)
NC-8 (NES BIO-8) (ECR, pp. 22)
NC-9 (NES BIO-9) (ECR, pp. 27)
NC-10 (NES BIO-10) (ECR, pp. 27)
NC-11 (NES BIO-11) (ECR, pp. 22)
TE-1 (NES BIO-29) (ECR, pp. 27)
TE-5 Crotch Bumble Bee (ECR, pp. 27)

Federally and/or State-listed Endangered or Threatened Plants

Suitable habitat is present within the rare plant study area for the following federally and/or State-listed plants:

- Munz's onion (Allium munzii; FE, ST)
- San Diego ambrosia (Ambrosia pumila; FE)
- thread-leaved brodiaea (Brodiaea filifolia; FT, ST)
- slender-horned spineflower (Dodecahema leptoceras; FE, SE)
- San Jacinto Valley crown scale (Atriplex coronata var. notatior; FE)

All five of the species are covered species under the MSHCP, with additional survey requirements within specified survey areas. The Project occurs within the MSHCP Narrow Endemic Plant Species (NEPS) Survey Area 1. Of the above species, where suitable habitat was noted to be present, NEPS Survey Area 1 includes requirements for surveys for the following listed plant species: Munz's onion, San Diego ambrosia, and slender-horned spineflower. The Project also occurs in NEPS Survey Area 7, where, of the above species, surveys for San Diego ambrosia are required. The Project is within MSHCP Criteria Area Survey Area 1, where, of the above species, surveys for thread-leaved brodiaea are required.

In accordance with Section 6.3.2 of the MSHCP, surveys are required for San Jacinto Valley crownscale within the required survey area. However, the Project is not within the required survey area for this species; therefore, this is an MSHCP covered species within the Project area. Suitable habitat for other listed rare plants was not observed within the rare plant study area.

During focused rare plant surveys, no listed rare plant species were observed within the rare plant study area; therefore, impacts are not expected and no Avoidance and Minimization Measures would apply for listed plants. All MSHCP–required rare plant surveys were conducted.

Non-listed Special-status Wildlife Species

Thirty-two non-listed special-status species have suitable habitat within the BSA: one fish, one insect, one amphibian, eight reptiles, ten birds, and eleven mammals. Focused studies were performed for six bat species due to presence of suitable habitat within the BSA. While focused studies are not required for the nine nonlisted special-status animals not covered under the MSHCP, during other biological surveys—including special-status plant surveys, LBV surveys, SWFL surveys, bat surveys and tree surveys—these species were noted to occur if observed. Surveys were not conducted for monarch butterfly (Danaus plexippus pop. 1, CFE); it has a moderate potential to occur in the BSA but a low potential to occur in the LOD due to the high level of disturbance.

Fourteen of these non-listed special-status species are fully covered under the MSHCP. These species, which do not require additional study at the species level, include arroyo chub (*Gila orcuttii*; CSC), coast range newt (*Taricha torosa*; CSC), Belding's orange-throated whiptail (*Aspidoscelis hyperythrus beldingi*; CSC), red-diamond rattlesnake (*Crotalus ruber*; CSC), San Diego coast horned lizard (*Phrynosoma coronatum blainvillii*; CSC), whitetailed kite (*Elanus leucurus*; California Fully Protected [CFP]), northern harrier (*Circus hudsonius*; CSC), golden eagle (*Aquila chrysaetos*; Bald and Golden Eagle Protection Act [BGEPA], CFP), American peregrine falcon (*Falco peregrinus anatum*), loggerhead shrike (*Lanius ludovicianus*; CSC), coastal cactus wren (*Campylorhynchus brunneicapillus sandiegensis*; CSC), yellow warbler (*Setophaga petechia*; CSC), yellowbreasted chat (*Icteria virens*; CSC), Los Angeles pocket mouse (Perognathus longimembris brevinasus; CSC), and San Diego desert woodrat (*Neotoma lepida intermedia*; CSC) (CDFW 2024). San Diego black-tailed jackrabbit (*Lepus californicus bennettii*) and northwestern San Diego pocket mouse (Chaetodipus fallax fallax) are covered under the MSHCP but are no longer CSC or CFP (CDFW 2024). Although these species are covered under the MSHCP, the birds

and their active nests are protected under the Migratory Bird Treaty Act, BGEPA, and California Fish and Game Code.

Three non-listed special-status animal species were detected in the BSA during field studies: Belding's orange-throated whiptail, yellow-breasted chat, and yellow warbler. All three of these non-listed special-status animals are MSHCP fully covered species, with no additional survey requirements. Although there is suitable habitat in the BSA for the remaining 15 species, they were not detected during all field surveys. The BSA contains 1,295.63 acres of suitable habitat for these non-listed MSHCP covered animal species in the form of grasslands, shrublands, forests and woodlands, riparian habitats, and agricultural areas. Potential suitability of the habitats ranges from low quality to high quality, with areas within and directly adjacent to the LOD providing low quality and areas farther from the LOD providing higher quality.

The grasshopper sparrow is a CSC. Under the MSHCP, there are species-specific conservation objectives that need to be met before this is a fully covered species. These conservation objectives have not yet been met for the MSHCP. Therefore, this species is essentially treated in this report as not covered by the MSHCP. The BSA contains 387.67 acres of suitable habitat for grasshopper sparrow. It was not detected during any of the field studies for the Project, but there is a moderate likelihood that it is present.

There is a remainder of 15 non-listed special-status species that are not covered under the MSHCP, including six bat species: pallid bat (*Antrozous pallidus*; CSC), western mastiff bat (*Eumops perotis*; CSC), pocketed free-tailed bat (*Nyctinomops femorosaccus*; CSC), big free-tailed bat (*N. macrotis*; CSC), western red bat (Lasiurus blossevillii; CSC), and western yellow bat (*L. xanthinus*; CSC). The other nine species are Southern California legless lizard (*Anniella stebbinsi*; CSC), California glossy snake (*Arizona elegans occidena JPR talis*; CSC), coastal whiptail (*Aspidoscelis tigris stejnegeri*; CSC), Coronado skink (*Eumeces skiltonianus interparietalis*; CSC), coast patch-nosed snake (*Salvadora hexalepis virgultea*; CSC), long-eared owl (*Asio otus*; CSC), Dulzura pocket mouse (Chaetodipus californicus femoralis; CSC), monarch butterfly (*Danaus plexippus* pop. 1, CFE), and American badger (*Taxidea taxus*; CSC). Suitable habitat is present throughout the BSA within native vegetation communities and open areas for most of the above-mentioned species. The BSA does not overlap with any known mapped overwintering groves for monarch butterfly, and no milkweed (*Asclepias* spp.), a required host plant for monarch caterpillars, was noted in the BSA. Focused surveys were performed for special-status bat species, and none were observed. Although there is suitable habitat in the BSA for the other species, none were detected during surveys; however, species-specific focused surveys were not performed, as these species were surveyed for incidentally during all other biological surveys.

The following Avoidance and Minimization Measures shall be implemented to ensure indirect impacts on non-listed special-status wildlife species, both those covered and not covered by the MSHCP, are avoided and/or minimized.

NC-2 (NES BIO-2) (ECR, pp. 20)
NC-3 (NES BIO-3) (ECR, pp. 21)
NC-4 (NES BIO-4) (ECR, pp. 21)

NC-5 (NES BIO-5) (ECR, pp. 21)
NC-6 (NES BIO-6) (ECR, pp. 21)
NC-7 (NES BIO-7) (ECR, pp. 22)
NC-8 (NES BIO-8) (ECR, pp. 22)
NC-9 (NES BIO-9) (ECR, pp. 22)
NC-10 (NES BIO-10) (ECR, pp. 29)
NC-11 (NES BIO-11) (ECR, pp. 22)
NC-12 (NES BIO-12) (ECR, pp. 5)
NC-13 (NES BIO-13) (ECR, pp. 15)
NC-18 (NES BIO-20) (ECR, pp. 24)
NC-19 (NES BIO-24) (ECR, pp. 27)
AS-1 (NES BIO-18) (ECR, pp. 27)

The following Avoidance and Minimization Measures shall be implemented to ensure direct impacts on non-MSHCP covered special-status wildlife species are avoided and/or minimized:

NC-1 (NES BIO-1) (ECR, pp. 14)
NC-10 (NES BIO-10) (ECR, pp. 29)
NC-12 (NES BIO-12) (ECR, pp. 5)
NC-13 (NES BIO-13) (ECR, pp. 15)
NC-18 (NES BIO-20) (ECR, pp. 24)
TE-2 (NES BIO-21) (ECR, pp. 28)
AS-5 (NES BIO-28) (final EIR/EA, pp. 2.4.4-92)

In addition to the above measures for non-MSHCP covered special-status wildlife species, the following Avoidance and Minimization Measures would reduce or minimize potential impacts on bats:

AS-3 (NES BIO-26) (final EIR/EA, pp. 2.4.4-89, 2.4.4-90)
AS-4 (NES BIO-27) (final EIR/EA, pp. 2.4.4-91, 2.4.4-92)

In addition to the above measures for non-MSHCP covered special-status wildlife species, the following Avoidance and Minimization Measures would reduce or minimize potential impacts on monarch butterfly:

NC-2 (NES BIO-2) (ECR, pp. 20)
NC-3 (NES BIO-3) (ECR, pp. 21)
NC-4 (NES BIO-4) (ECR, pp. 21)
NC-5 (NES BIO-5) (ECR, pp. 21)
NC-6 (NES BIO-6) (ECR, pp. 21)
NC-7 (NES BIO-7) (ECR, pp. 22)
NC-8 (NES BIO-8) (ECR, pp. 22)
NC-9 (NES BIO-9) (ECR, pp. 22)
NC-11 (NES BIO-11) (ECR, pp. 22)

TE-1 (NES BIO-29) (ECR, pp. 27)

For MSHCP covered special-status wildlife species, the following Avoidance and Minimization Measures shall be implemented: NC-1 (NES BIO-1) NC-10 (NES BIO-10) NC-12 (NES BIO-12) NC-13 (NES BIO-13) NC-14 (NES BIO-14) NC-18 (NES BIO-20) TE-2 (NES BIO-21) AS-5 (NES BIO-28). (ECR, pp. 23-33).

In addition to the above measures for direct impacts on MSHCP covered special-status wildlife species, the following Avoidance and Minimization Measure would be required for burrowing owls:

AS-2 (BIO-25) (draft EIR/EA, p. 2.4.4-89.)

Non-listed Special-status MSHCP Covered Plant Species

During the rare plant focused surveys performed in 2020 and 2021, none of the Criteria Area Plant Species Survey Area 1 Species and NEPS Area 1 and 7 non-listed specialstatus plant species were observed. Therefore, no impacts would occur. Long-spined spineflower (Chorizanthe polygonoides var. longispina), was found; however, this species is fully covered under the MSHCP. Long-spined spineflower is not a Criteria Area Plant Species or a NEPS. It is a fully covered species under the MSHCP, with no additional survey requirements. No other covered plant species were detected; however, these could potentially occur in the Project vicinity. No Avoidance and Minimization Measures and no mitigation would be required for non-listed special-status plant species.

Non-listed Special-status Non-MSHCP Covered Plant Species

During the rare plant focused surveys performed in 2020 and 2021, no non-MSHCP non-listed special-status plants species were observed during the 2020 or 2021 focused studies. These species are considered absent from the study area; therefore, no Avoidance and Minimization Measures are necessary. The Project would implement Avoidance and Minimization Measures and would be in compliance with the MSHCP to avoid impacts on candidate, sensitive, or special-status wildlife and plant species.

The Project would implement Avoidance and Minimization Measures and would be in compliance with the MSHCP to avoid impacts on candidate, sensitive, or special-status wildlife and plant species. (final EIR/EA, pp. 3-13 - 3-25).

2. **Riparian Habitat**: MSHCP riparian/riverine resources are present within the Project's study area and are proposed for removal. The Project is expected to result in impacts on 7.15 acres of riparian/riverine resources, with 2.26 acres of this being riparian vegetated acreage and the remaining 4.86 acres being riverine. Impacts on MSHCP riparian/riverine resources from the Project would require compensatory mitigation to reduce impacts to less-than-significant levels under CEQA. Under the MSHCP, compensation for these losses shall be addressed through the following Mitigation Measures: NC-15 (NES BIO-15]) NC-16 (NES BIO-16)

NC-17 (NES BIO-17), and JPR-2. (Environmental Commitment Record, pp.1-10). Twenty-five vegetation communities and three land use types were identified in the BSA, and 11 of the vegetation communities are classified as sensitive natural communities by the California Department of Fish and Wildlife (CDFW) (CDFW 2024). Chapter 3 California Environmental Quality Act (CEQA) Evaluation I-15 Express Lanes Project Southern Extension (ELPSE) Draft Environmental Impact Report/Environmental Assessment 3-27 Of these 11 communities, impacts are expected to occur on seven of the communities, as shown in Table 32.

The following Avoidance and Minimization Measures shall be implemented to ensure indirect construction impacts on riparian and sensitive natural communities are avoided and/or minimized.

NC-2 (NES BIO-2) (ECR, pp. 20)
NC-3 (NES BIO-3) (ECR, pp. 21)
NC-4 (NES BIO-4) (ECR, pp. 21)
NC-5 (NES BIO-5) (ECR, pp. 21)
NC-6 (NES BIO-6) (ECR, pp. 21)
NC-7 (NES BIO-7) (ECR, pp. 22)
NC-8 (NES BIO-8) (ECR, pp. 22)
NC-9 (NES BIO-9) (ECR, pp. 22)
NC-10 (NES BIO-10) (ECR, pp. 29)
NC-11 (NES BIO-11) (ECR, pp. 2)
NC-12 (NES BIO-12) (ECR, pp. 5)
JPR-1

Impacts on sensitive natural communities from the Project would require compensatory mitigation. Under the MSHCP, compensation for these losses would also be addressed through consistency with the MSHCP. The execution of the MSHCP includes the requirement of creating an interconnected MSHCP Conservation Area in the MSHCP Plan Area. The Conservation Area would conserve habitats and associated plant and animal species. (final EIR/EA, pp. 3-25 – 3-27).

3. **Wetlands**: As discussed in Section 3.1.4 (final EIR/EA, pp. 3-28), the Project would result in the permanent removal of 0.01 acre of federal jurisdictional non-wetlands, as well as the temporary disturbance of 2.51 acres of federal jurisdictional non-wetlands and 0.03 acre of federal jurisdictional wetlands. It would also result in 0.20 acre of temporary impacts on non-wetland Regional Water Quality Control Board (RWQCB) jurisdictional waters of the State, the permanent removal of 0.07 acre of State streambeds, the temporary disturbance of 3.82 acres of State streambeds, and shading impacts on 1.00 acre. A total of 2.26 acres of CDFW riparian would be affected by the Project (<0.01 acre permanent, 1.80 acres temporary, and 0.46 acre shading effects).

Authorization under Section 404 of the Clean Water Act (CWA) Nationwide Permit and Water Quality Certification under Section 401 of the CWA (and a Porter-Cologne Water Quality

Control Act permit for impacts on State waters only) would be required, as would a CDFW 1602 Streambed Alteration Agreement.

The following Avoidance and Minimization Measures shall be implemented to ensure indirect construction impacts on State and federal wetlands are avoided and/or minimized.

NC-2 (NES BIO-2) (ECR, pp. 20)
NC-3 (NES BIO-3) (ECR, pp. 21)
NC-4 (NES BIO-4) (ECR, pp. 21)
NC-5 (NES BIO-5) (ECR, pp. 21)
NC-6 (NES BIO-6) (ECR, pp. 21)
NC-7 (NES BIO-7) (ECR, pp. 22)
NC-8 (NES BIO-8) (ECR, pp. 22)
NC-9 (NES BIO-9) (ECR, pp. 22)
NC-10 (NES BIO-10) (ECR, pp. 29)
NC-11 (NES BIO-11) (ECR, pp. 2)
NC-12 (NES BIO-12) (ECR, pp. 5)

The following Mitigation Measures shall be implemented to ensure direct impacts on federally and State protected wetlands would be less than significant. **NC-15 (NES BIO-15)** (ECR, pp. 2)

NC-15 (NES Bio-15) (ECR, pp. 23)
NC-16 (NES BIO-16) (ECR, pp. 23)
NC-17 (NES BIO-17) (ECR, pp. 7)

(final EIR/EA, p. 3-27)

4. **Tree Preservation Policies**: Within the BSA, trees are protected by the Riverside County Oak Tree Management Guidelines, Open Space and Conservation Policy, Ordinance 12.08, Tree Removal Ordinance 12.24.010, and the California State Senate Concurrent Resolution No. 17, Oak Woodlands.

Protected trees in the BSA include oak trees within both mapped Coast Live Oak Woodland and Forest and any other vegetation community containing oak trees. Other protected trees include trees within the right of way of the county highway.

With implementation of the Mitigation Measure below, all potential direct and indirect impacts on protected trees would be reduced to less-than-significant levels:

NC-20 (NES BIO-19) (ECR, pp. 7)

(final EIR/EA, pp. 3-29.)

5. **Habitat Conservation Plan**: The Project is within the boundaries of the MSHCP and is identified in the MSHCP as a Planned Road and a Covered Activity (final EIR/EA, 3-30 – 3-33).

Portions of the Project lie both inside and outside of MSHCP Criteria Area cells. Coverage under the MSHCP provides an expedited process for biological resource permitting and approvals, as well as compensatory mitigation under CEQA.

For those MSHCP covered resources, no additional mitigation, or requirements beyond those necessitated by the MSHCP, are required for the Project. MSHCP cores are located within the study area:

- Proposed Existing Core C (Lake Mathews/Estelle Mountain)
- Proposed Extension of Existing Core 2
- Proposed Core 1
- Proposed Linkage 1
- Proposed Linkage 2
- Proposed Constrained Linkage 3
- Proposed Constrained Linkage 5
- Proposed Constrained Linkage 6

The Project would not appreciably affect the ability of the cores and linkages to function as needed for the MSHCP due to the Project design.

In addition, the Project is consistent with Section 6.1.2 of the MSHCP, Protection of Species Associated with Riparian/Riverine Areas and Vernal Pools, and Section 6.3.2 of the MSHCP, Additional Surveys Required.

The Project is a Covered Activity and occurs within the Temescal Canyon and Elsinore Area Plans (refer to Chapter 2 for a summary of the MSHCP as it relates to the Project).

In compliance with the MSHCP, focused surveys were performed for Riverside fairy shrimp, vernal pool fairy shrimp, SWFL, and LBV to comply with MSHCP Section 6.1.2, Protection of Species Associated with Riparian/Riverine Areas and Vernal Pools. In addition, focused surveys were performed for burrowing owl, Narrow Endemic plants, and Criteria Area plants to comply with MSHCP Section 6.3.2, Additional Surveys Required. In summary, the Project would potentially affect natural vegetation communities (i.e., nonnative grassland, coastal sage scrub, and riparian habitats), listed animals (i.e., Quino checkerspot butterfly, arroyo toad, coastal California gnatcatcher, SKR, SBKR, LBV, and mountain lion), and non-listed special-status plants and animals.

Under the MSHCP, a project needs to address potential indirect effects associated with locating development near MSHCP conservation areas through potential degradation of water quality by drainages, the introduction of toxins, night lighting, noise, and invasive species (Volume I, Section 6.1.4, Guidelines Pertaining to the Urban/Wildlands Interface). The necessary Avoidance and Minimization Measures for consistency with the MSHCP are included as a part of the Project.

The permittees (Caltrans and RCTC) have reviewed the Project and determined that the Project has met all of the requirements of the MSHCP (i.e., is consistent with the MSHCP). Because the Project is within MSHCP Criteria Cells, the permittees are required to submit a Joint Project Review (JPR) application with supporting documentation to the Regional Conservation Authority (RCA) for review. The Project analysis would include an MSHCP Consistency Analysis to be reviewed by the U.S. Fish and Wildlife Service and CDFW (the Wildlife Agencies), to be included as an appendix to the CEQA document. The JPR includes all required conditions of approval needed to ensure that the Project is consistent with the MSHCP. This includes items such as the Determination of Biologically Equivalent or Superior Preservation (DBESP) related to mitigation for impacts on riparian/riverine resources and preconstruction surveys for burrowing owls and nesting birds, among others.

Consistency with the MSHCP includes consistency with all MSHCP reserve assembly goals and all of the MSHCP plan requirements. This includes an analysis regarding whether the Project conflicts with reserve assembly goals for cores, linkages, and constrained linkages, among others, required for assembly of the MSHCP. The analysis must include an evaluation of not only the reserve assembly goals, but other MSHCP requirements, including Section 6.1.2, Riparian/Riverine and Vernal Pool Policies; Section 6.1.3, Narrow Endemic Plant Species Survey Requirements; Section 6.3.2, Criteria Area Species Survey Requirements; Section 7.5, Siting, Design and Construction and Wildlife Movement Guidelines (required if in Criteria Cells or public/quasi-public lands); and Section 6.1.4, Urban Wildlife Interface Guidelines. Sections 6.1.2, 6.1.3, 6.3.2, and 6.1.4 also apply to projects outside of MSHCP Criteria Areas.

The RCA reviews the JPR and supporting documentation, including the DBESP (if applicable), and issues Consistency Findings to the permittee and the Wildlife Agencies. The Wildlife Agencies then review the Consistency Findings and supporting documentation and either provide comments to be addressed prior to concurrence or concur with the findings of consistency with the MSHCP. The MSHCP Consistency Findings (that the Project is consistent with the MSHCP and the JPR process is completed) are included in the final environmental document. A JPR is completed, including the submission of a DBESP, and a consistency letter has been included in the final environmental document. The following Avoidance and Minimizations Measures would ensure indirect impacts on the MSHCP are avoided and/or minimized:

NC-3 (NES BIO-3) (ECR, pp. 21)
NC-5 (NES BIO-5) (ECR, pp. 21)
NC-6 (NES BIO-6) (ECR, pp. 21)
NC-7 (NES BIO-7) (ECR, pp. 22)
NC-8 (NES BIO-8) (ECR, pp. 22)
NC-9 (NES BIO-9) (ECR, pp. 22)
NC-10 (NES BIO-10) (ECR, pp. 29)
NC-11 (NES BIO-11) (ECR, pp. 2)
NC-12 (NES BIO-12) (ECR, pp. 5)
NC-13 (NES BIO-13) (ECR, pp. 15)
NC-14 (NES BIO-14) (ECR, pp. 23)

JPR-1

The following Mitigation Measures are required to reduce impacts to less-than significant levels under CEQA and meet the requirements of the MSHCP:

NC-15 (NES BIO-15) (ECR, pp. 2)
NC-16 (NES BIO-16) (ECR, pp. 23)
NC-17 (NES BIO-17) (ECR, pp. 7)

The Project is within the boundaries of the long-term SKR HCP. In 1996, a Section 10(a) Permit and California Fish and Game Code 2081 Management Authorization were issued to the Riverside County Habitat Conservation Agency for the SKR HCP. The SKR HCP provides take authorization for SKR within the SKR HCP boundaries, and the MSHCP provides take authorization for SKR outside the boundaries of the SKR HCP, but within the MSHCP boundaries. The core reserves within the SKR HCP are managed as a part of the MSHCP consistent with the SKR HCP. Upon expiration of the initial 30-year term of the SKR HCP (2026), the RCA will process an amendment to the MSHCP to allow coverage for SKR throughout the MSHCP area. Under the SKR HCP, take authorization is streamlined, as projects do not require individual review and approval by the Wildlife Agencies. Individual projects within the SKR Plan Area are required to pay a SKR mitigation fee for land that is developed and removes SKR habitat. The fee is $500 per gross acre proposed for development.

The following Avoidance and Minimization Measures would ensure indirect impacts on the SKR HCP are avoided and/or minimized:

NC-3 (NES BIO-3) (ECR, pp. 21)
NC-5 (NES BIO-5) (ECR, pp. 21)
NC-6 (NES BIO-6) (ECR, pp. 21)
NC-7 (NES BIO-7) (ECR, pp. 22)
NC-8 (NES BIO-8) (ECR, pp. 22)
NC-9 (NES BIO-9) (ECR, pp. 22)
NC-10 (NES BIO-10) (ECR, pp. 29)
NC-11 (NES BIO-11) (ECR, pp. 2)
NC-12 (NES BIO-12) (ECR, pp. 5)
NC-13 (NES BIO-13) (ECR, pp. 15)
TE-4 Stephens' Kangaroo Rat (ECR, pp. 29)

(final EIR/EA, pp. 3-29 – 3-32).

B. **Environmental Factor: Geology**

1. **Unique Paleontological Resource**: The results of the Interstate 15 Express Lanes Project Southern Extension (ELPSE) Paleontological Identification Report/Paleontological Evaluation Report (Caltrans 2022b) indicate that the Project area is underlain, in part, by high

paleontologically sensitive geologic units, which are known to contain scientifically important paleontological resources. These units consist of the following:

- Late to middle Pleistocene-age old alluvial fan deposits (Qof)
- Late to middle Pleistocene-age old axial channel deposits (Qoa)
- Late to middle Pleistocene-age old paralic deposits, undivided (Qop)
- Middle to early Pleistocene-age very old alluvial fan deposits (Qvof)
- Middle to early Pleistocene-age very old axial channel deposits (Qvoa)
- Paleocene-age Silverado Formation (Tsi)

In addition, although high-sensitivity early Miocene- to Oligocene-age Vaqueros and Sespe Formations, undivided (Tvs), were not observed directly along the survey corridor, these sediments were observed in nearby hill exposures immediately adjacent to the survey area. Due to the potential for Project construction to affect these units and any resources harbored within, a paleontological mitigation plan shall be prepared by a qualified paleontologist during final design and implemented during ground-disturbing activities in order to lessen potential impacts on significant paleontological resources (Measure PAL-1). With implementation of Mitigation Measure PAL-1, impacts would be less than significant for paleontological resources. (final EIR/EA, pp. 3-42 - 3-43).

SECTION IV

FINDINGS REGARDING ENVIRONMENTAL IMPACTS NOT FULLY MITIGATED TO A LEVEL OF LESS THAN SIGNFICANT

Notwithstanding the existing regulations, the specific Project design features discussed in the final EIR/EA for the Project, the Mitigation Measures and the other conditions set forth in the MMRP in IX for the Project, the impacts discussed in this Section IV cannot be fully mitigated to a less than significant level. For each impact that is determined to be significant and unavoidable, a Statement of Overriding Considerations has been prepared for that impact and is set forth later in Section VII of this Resolution.

A. Environmental Factor: Air Quality

1. **Ambient Air Quality**: The regional emission analysis presented in Table 2.3.6-10 indicates that operation of the Build Alternative (Preferred Alternative) under Opening Year (2030) and Design Year (2050) conditions is expected to increase PM10 and PM2.5 emissions when compared to both the existing and no-build conditions. As it is located within a nonattainment area for the state PM10 and PM2.5 ambient air quality standards, the Project-related increase would be cumulatively considerable. However, the Riverside County Transportation Commission (RCTC) has committed to air quality mitigation measures to reduce AQ impacts: Mitigation Measures AQ-5 through AQ-8. For these four air quality mitigation measures, RCTC has committed to numerous programs to encourage Riverside County residents to use public transportation more often on a permanent basis, which will is intended to reduce vhiecle travel and emissions. This directly contributes to improved air quality by decreasing the number of individual vehicles on the

road, thereby lowering emissions. These programs prioritize equitable access for all community members, ensuring that everyone can benefit from improved air quality and sustainable transportation options. See sub-section 2.3.6.4, Avoidance, Minimization, and/or Mitigation Measures for Air Quality Section 2.3.6, Air Quality, for the full measure text for Mitigation Measures AQ-5 through AQ-8. (final EIR/EA, pp. 3-10 - 311).

Findings: The mitigation measures summarized below would not fully mitigate the Project impacts on violation of air quality standards to below a level of significance. The mitigation measures reflect changes or alterations that have been required in, or incorporated into, the Project which would lessen the project impact as identified in the final EIR/ EA but not to below a level of significance. (State CEQA Guidelines § 15091(a)(1).) (final EIR/EA, pp. 3-10).

Further, specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the "No Build" Alternative identified in the Final EIR that would avoid this significant impact for the specific reasons set forth in Section VIII, below. (State CEQA Guidelines § 15091(a)(3).) (final EIR/EA, pp. 3-11).

Mitigation Measures: Implementation of Mitigation Measures AQ-5 through AQ-8 in the MMRP in Exhibit A would only partially mitigate this Project effect by reducing impacts related to violation of air quality standards as follows:

> **AQ-5:** RCTC will develop a program prior to Express Lanes being open to travel that includes the establishment of the Riverside County Free Rail Pass Program and the expansion of the Riverside Transit Agency's (RTA's) Commuter Link Route 206.
> **AQ-6:** RCTC Commuter Assistance will implement an Incremental Vanpool Subsidy Program. This initiative would supplement existing subsidies provided by other transportation authorities, further reducing costs for Riverside County residents.
> **AQ-7:** RCTC will provide $12 million dollars to administer the IE Commuter, a rideshare program, over a 5-year period starting in 2030, which will be available to Riverside County residents.
> **AQ-8:** RCTC Commuter Assistance will extend existing parking and ride leases beyond their current expiration in 2029 and ride leases beyond their current expiration in 2029 and expand the network.

Rationale: Even with implementation of Mitigation Measures AQ-5 through AQ-8, impacts are considered to be significant and unavoidable. (final EIR/EA, p. 3-11).

B. **Environmental Factor: Greenhouse Gas Emissions**

1. **Greenhouse Gas Emissions**:

Construction Emissions

Construction GHG emissions would be expected to result from material processing, onsite construction equipment, and traffic delays due to construction. These emissions would be produced

at different levels throughout the construction phase. Project construction would be expected to involve crawler tractors, excavators, graders, rollers, rubber-tired loaders, scrapers, rough-terrain forklifts, and paving equipment, among other types of construction equipment. Projected GHG construction emissions were calculated for the Project using the Sacramento Metropolitan Air Quality Management District Roadway Construction Emissions Model (RCEM) 3 and estimated to total approximately 5,444 metric tons of carbon dioxide equivalent (CO2e) over the course of the approximately 3-year construction period. Mitigation Measures GHG-1 through GHG-4, GHG-11, and AQ-5, as well as Standard Project Measure EN-1 and Standard Project Measure AQ-4, are expected to reduce construction GHG emissions impacts from the Project. (final EIR/EA, pp. 3-44 - 3-45).

Operations Emissions

The regional vehicular travel data for the baseline/existing, No-Build, and Build Alternative (Preferred Alternative) conditions, along with the CT-EMFAC2021 emission rates, were used to calculate the expected CO_{2e} emissions for the Existing (2019), Opening Year (2030), and Horizon Year (2050) conditions. The results of the modeling are summarized in Section 3.3, *Climate Change*. As shown in Table 3-5, when compared to the Existing (2019) baseline, in both the Opening Year (2030) and Design Year (2050), the No-Build and Build Alternatives (Preferred Alternative) would result in an increase in GHG emissions. When compared to the No-Build condition, the Build Alternative (Preferred Alternative) would result in an increase in emissions in both the Opening Year (2030) and Design Year (2050). Mitigation Measures GHG-5 through GHG-10 would reduce the GHG emissions impacts from operation and maintenance of the Project. In addition, Mitigation Measures AQ-6 through AQ-8 would reduce vehicle use and its associated environmental impacts. However, because operational GHG emissions under the Build Alternative (Preferred Alternative) would increase in the Design Year (2050) compared to existing conditions, the impact would be significant and unavoidable under CEQA.

Findings: The mitigation measures summarized below would not fully mitigate the Project impacts on sensitive or special status species to below a level of significance. The mitigation measures reflect changes or alterations that have been required in, or incorporated into, the Project which would lessen the project impact as identified in the final EIR/EA but not to below a level of significance. (State CEQA Guidelines § 15091(a)(1).) (final EIR/EA, pp., 3-45).

Further, specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the "No Build" Alternative identified in the Final EIR that would avoid this significant impact for the specific reasons set forth in Section VIII, below. (State CEQA Guidelines § 15091(a)(3).) (final EIR/EA, pp. 3-45).

Mitigation Measures: Implementation of avoidance, minimization and, mitigation Measures GHG-1, GHG-2, GHG-3, GHG-4, GHG-11, and AQ-5, as well as Standard Project Measure EN-1 and Standard Project Measure AQ-4 in the MMRP in Exhibit A would only partially mitigate this Project effect by reducing impacts related to sensitive or special status species as follows:

GHG-1: The contractor must comply with SCAQMD's rules, ordinances, and regulations regarding air quality restrictions.

GHG-2: The Project will incorporate the use of energy-efficient lighting.

GHG-3: Bids will be solicited that include use of energy and fuel-efficient fleets in accordance with current practices.

GHG-4: The Project will maintain equipment in proper tune and working condition.

GHG-11: . During final design, a Life Cycle Cost Analysis (LCCA) will be performed, which will ensure long-life pavement structures will be designed to withstand the projected increase in ambient temperatures and changes in precipitation in the Project area as much as feasible. Specifically, adjustments will be made to the pavement binder and mix design specifications to better match expected future environmental conditions. Additionally, stiffer asphalt grades and slower-aging binders will be utilized as needed to address increased temperatures and projected temperature change, along with adjustments to the pavement structural design to account for temperature and climatic changes. Incorporation of design elements, like shorter joint spacing and others, will occur to reduce damage from high temperatures. Concrete pavements will be designed to limit moisture damage and shrinkage as much as feasible.

EN-1: The contractor will adhere to Caltrans Standard Specifications for Solid Waste Disposal and Recycling (Section 14-10) and Disposal Documentation (Section 14-11.13B(6)).

AQ-4: The contractor will adhere to Caltrans Standard Specifications for Construction (Section 14-9.02) that specifically require compliance by the contractor with all applicable laws and regulations related to air quality, including air pollution control district and air quality management district regulations and local ordinances.

AQ-5: RCTC will develop a program prior to Express Lanes being open to travel that includes the establishment of the Riverside County Free Rail Pass Program and the expansion of the Riverside Transit Agency's (RTA's) Commuter Link Route 206.

2. **Conflict with Applicable Reduction Plan**: The Project is identified in SCAG's 2024–2050 RTP/SCS under project number 3160001-RIV170901. The Build Alternative (Preferred Alternative) directly supports the 2024–2050 RTP/SCS mobility and accessibility performance outcome by reducing vehicle delay and increasing throughput (traffic flow). Reducing vehicle delay and increasing throughput (traffic flow) is expected to help minimize idling GHG emissions, as well as lower the time traffic spends at a lower vehicle speed where GHG emissions are higher. Therefore, this strategy contributes to overall GHG reduction efforts regarding mobile sources within the SCAG region. However, as discussed in Section 3.3, Climate Change, because operational emissions are projected to increase under the Build Alternative (Preferred Alternative) in the Opening Year (2030) and Design Year (2050) when compared to the Existing (2019) condition and No-Build condition in the Opening and Design years, the Project would conflict with the goals included in the State's Assembly Bill (AB) 32 Climate Change Scoping Plan and other regulations adopted for the purpose of reducing the emissions of GHGs. Although Mitigation Measures GHG-1 through GHG-11, Mitigation Measures AQ-5 through AQ-8 and Standard Project Measure EN-1 and Standard Project Measure AQ-4 (see full measure text in

Sections 3.3.4.3 and 3.3.5.5) would be implemented to reduce Project GHG emissions, impacts would be considered significant and unavoidable. (final EIR/EA, pp. 3-45 – 3-46).

Findings: The mitigation measures summarized below would not fully mitigate the Project impacts on sensitive or special status species to below a level of significance. The mitigation measures reflect changes or alterations that have been required in, or incorporated into, the Project which would lessen the project impact as identified in the final EIR/EA but not to below a level of significance. (State CEQA Guidelines § 15091(a)(1).) (final EIR/EA, pp. 3-45 – 3-46).

Further, specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the "No Build" Alternative identified in the Final EIR that would avoid this significant impact for the specific reasons set forth in Section VIII, below. (State CEQA Guidelines § 15091(a)(3).)(final EIR/EA, pp. 3-45 – 3-46).

Mitigation Measures: Implementation of avoidance, minimization and, mitigation Measures GHG-1, GHG-2, GHG-3, GHG-4 and GHG-11 as well as Standard Project Measure EN-1 and Standard Project Measure AQ-4, are expected to reduce construction GHG emissions impacts from the Project. (final EIR/EA, pp. 3-45, 3-46) in the MMRP in Exhibit A would only partially mitigate this Project effect by reducing impacts related to sensitive or special status species as follows:

GHG-1: The contractor must comply with SCAQMD's rules, ordinances, and regulations regarding air quality restrictions.
GHG-2: The Project will incorporate the use of energy-efficient lighting.
GHG-3: Bids will be solicited that include use of energy and fuel-efficient fleets in accordance with current practices.
GHG-4: The Project will maintain equipment in proper tune and working condition.
GHG-11: . During final design, a Life Cycle Cost Analysis (LCCA) will be performed, which will ensure long-life pavement structures will be designed to withstand the projected increase in ambient temperatures and changes in precipitation in the Project area as much as feasible. Specifically, adjustments will be made to the pavement binder and mix design specifications to better match expected future environmental conditions. Additionally, stiffer asphalt grades and slower-aging binders will be utilized as needed to address increased temperatures and projected temperature change, along with adjustments to the pavement structural design to account for temperature and climatic changes. Incorporation of design elements, like shorter joint spacing and others, will occur to reduce damage from high temperatures. Concrete pavements will be designed to limit moisture damage and shrinkage as much as feasible.
EN-1: The contractor will adhere to Caltrans Standard Specifications for Solid Waste Disposal and Recycling (Section 14-10) and Disposal Documentation (Section 14-11.13B(6)).
AQ-4: The contractor will adhere to Caltrans Standard Specifications for Construction (Section 14-9.02) that specifically require compliance by the contractor with all

applicable laws and regulations related to air quality, including air pollution control district and air quality management district regulations and local ordinances.

AQ-5: RCTC will develop a program prior to Express Lanes being open to travel that includes the establishment of the Riverside County Free Rail Pass Program and the expansion of the Riverside Transit Agency's (RTA's) Commuter Link Route 206.

AQ-6: RCTC Commuter Assistance will implement an Incremental Vanpool Subsidy Program. This initiative would supplement existing subsidies provided by other transportation authorities, further reducing costs for Riverside County residents.

AQ-7: RCTC will provide $12 million dollars to administer the IE Commuter, a rideshare program, over a 5-year period starting in 2030, which will be available to Riverside County residents.

AQ-8: RCTC Commuter Assistance will extend existing parking and ride leases beyond their current expiration in 2029 and ride leases beyond their current expiration in 2029 and expand the network.

C. **Environmental Factor: Land Use and Planning**

1. **Conflict with Land Use Plan**: The Build Alternative's (Preferred Alternative) consistency with State, regional, and local plans and programs is analyzed in detail in Section 2.2.1, Existing and Future Land Use, of this EIR/EA. The Build Alternative (Preferred Alternative) would not change existing land use patterns along I-15 because I-15 is an existing transportation facility in a highly developed area, and the Build Alternative (Preferred Alternative) would not require property acquisition. The Project is consistent with most of the adopted goals and policies of applicable State, regional, and local plans and programs, with the exception of California's AB 32 Climate Change Scoping Plan, SCAG 2024– 2050 RTP/SCS, and County of Riverside General Plan (2021) identified in Section 2.2.1. This conflict is explained in more detail in Section 3.3, Climate Change. Because operational emissions would increase, the Project would conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. Caltrans is firmly committed to implementing measures to help reduce GHG emissions. Mitigation Measures GHG-1 through GHG-4, GHG-11, and AQ-5 as well as Standard Project Measure EN-1 and Standard Project Measure AQ-4, are expected to reduce construction GHG emissions. Mitigation Measures GHG-5 through GHG-11 and AQ-6 through AQ-8 would reduce the GHG emissions and potential climate change impacts from the operation and maintenance of the Project. However, the impacts would remain significant and unavoidable, as the Project is still inconsistent with the California AB 32 Climate Change Scoping Plan. (final EIR/EA, p. 3-60).

Findings: The mitigation measures summarized below would not fully mitigate the Project impacts on sensitive or special status species to below a level of significance. The mitigation measures reflect changes or alterations that have been required in, or incorporated into, the Project which would lessen the project impact as identified in the final EIR/EA but not to below a level of significance. (State CEQA Guidelines § 15091(a)(1).)

Further, specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the "No Build"

Alternative identified in the Final EIR that would avoid this significant impact for the specific reasons set forth in Section VIII, below. (State CEQA Guidelines § 15091(a)(3).)

Mitigation Measures: Implementation of avoidance, minimization and, mitigation Measures GHG-1, GHG-2, GHG-3, GHG-4, GHG-11, AQ-5 through AQ-8, as well as Standard Project Measure EN-1 and Standard Project Measure AQ-4 in the MMRP in Exhibit A would only partially mitigate this Project effect by reducing impacts related to sensitive or special status species as follows:

GHG-1: The contractor must comply with SCAQMD's rules, ordinances, and regulations regarding air quality restrictions.
GHG-2: The Project will incorporate the use of energy-efficient lighting.
GHG-3: Bids will be solicited that include use of energy and fuel-efficient fleets in accordance with current practices.
GHG-4: The Project will maintain equipment in proper tune and working condition.
GHG-5: Use water-efficient technologies for landscaping.
GHG-6: Select Project features that minimize the need for irrigation and nonnative plants.
GHG-7: Install urban planting/vegetation, especially canopy trees, to reduce "heat island" effects.
GHG-8: Incorporate native plants and vegetation to the Project design. Replace more vegetation than was removed to increase carbon sequestration.
GHG-9: Avoid an ultimate (new trees at projected maturity) net loss of tree canopy within the Project limits through a combination of preservation and new planting.
GHG-10: Include landscaping components such as mulch and compost application to improve carbon sequestration rates in soils and reduce organic waste.
GHG-11: . During final design, a Life Cycle Cost Analysis (LCCA) will be performed, which will ensure long-life pavement structures will be designed to withstand the projected increase in ambient temperatures and changes in precipitation in the Project area as much as feasible. Specifically, adjustments will be made to the pavement binder and mix design specifications to better match expected future environmental conditions. Additionally, stiffer asphalt grades and slower-aging binders will be utilized as needed to address increased temperatures and projected temperature change, along with adjustments to the pavement structural design to account for temperature and climatic changes. Incorporation of design elements, like shorter joint spacing and others, will occur to reduce damage from high temperatures. Concrete pavements will be designed to limit moisture damage and shrinkage as much as feasible.
EN-1: The contractor will adhere to Caltrans Standard Specifications for Solid Waste Disposal and Recycling (Section 14-10) and Disposal Documentation (Section 14-11.13B(6)).
AQ-4: The contractor will adhere to Caltrans Standard Specifications for Construction (Section 14-9.02) that specifically require compliance by the contractor with all applicable laws and regulations related to air quality, including air pollution control district and air quality management district regulations and local ordinances.

AQ-5: RCTC will develop a program prior to Express Lanes being open to travel that includes the establishment of the Riverside County Free Rail Pass Program and the expansion of the Riverside Transit Agency's (RTA's) Commuter Link Route 206.

AQ-6: RCTC Commuter Assistance will implement an Incremental Vanpool Subsidy Program. This initiative would supplement existing subsidies provided by other transportation authorities, further reducing costs for Riverside County residents.

AQ-7: RCTC will provide $12 million dollars to administer the IE Commuter, a rideshare program, over a 5-year period starting in 2030, which will be available to Riverside County residents.

AQ-8: RCTC Commuter Assistance will extend existing parking and ride leases beyond their current expiration in 2029 and ride leases beyond their current expiration in 2029 and expand the network.

SECTION V

FINDINGS REGARDING CUMULATIVE ENVIRONMENTAL IMPACTS

Pursuant to section 15130(a) of the State CEQA Guidelines, cumulative impacts of a project shall be discussed when they are "cumulatively considerable," as defined in section 15065(a)(3) of the State CEQA Guidelines. Cumulatively considerable "means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future project." (State CEQA Guidelines, § 15065(a)(3).)

Section 2.5 Cumulative Impacts assesses cumulative impacts for each applicable environmental issue, and does so to a degree that reflects each impact's severity and likelihood of occurrence.

Notwithstanding the specific Project design features discussed in the final EIR/ EA for the Project, and the measures and conditions set forth in the MMRP in Exhibit A for the Project, some of the Project's cumulative impacts discussed in this Section V cannot be fully mitigated to a less than significant level. For each impact that is determined to be significant and unavoidable, a Statement of Overriding Considerations has been prepared for that impact and is set forth in Section VII. The potential for the I-15 Express Lanes Southern Extension project to contribute to cumulative impacts is evaluated in Section 2.5 and is summarized in this section for the following environmental thresholds:

- Land Use
- Water Quality
- Traffic and transportation/pedestrian and bicycle facilities
- Visual/aesthetic
- Cultural resources
- Hydrology and floodplains
- Water quality
- Geology/soils/seismic/topography
- Paleontology
- Hazardous waste/materials
- Air quality
- Climate change
- Noise
- Energy
- Natural communities
- Wetlands and other waters
- Plant species
- Animal species
- Threatened and endangered species
- Invasive species

1. Cumulative Impacts that are Less Than Significant with Mitigation

B. Visual/Aesthetics:

Finding: Not cumulatively considerable.

Explanation: The Project may result in travelers experiencing minor short-term visual impacts during construction from the presence of construction equipment. Viewsheds containing identified visual resources are not expected to be affected by the implementation of the Project because the overall visual character of the Project is considered low. Additionally, the design of the Build Alternative (Preferred Alternative) and other proposed or planned highway improvement projects along I-15 would be consistent with Caltrans highway landscape and design policies/best management practices (BMPs), reducing the potential for cumulative visual impacts to occur. The viewshed has already been substantially affected by I-15 and other area development. The Build Alternative (Preferred Alternative) would not substantially change the existing views of or from I-15, and impacts on visual quality would be low or neutral. In addition, Avoidance and Minimization Measures AES-1 through AES-4 would reduce or avoid any potential visual impacts during construction. (final EIR/EA, pp. 2.5-32).

C. Cultural Resources:

Finding: Not cumulatively considerable.

Explanation: As summarized in the summary of Cultural Resources Section 2.5.4.3 and considered with past impacts, the projects in the region potentially represent various forms of direct and indirect impacts on historic properties identified as part of the Project and in the region. Four archaeological sites and three TCPs are considered historic properties for the purposes of the Project only. The four archaeological sites (P-33-000108, -000630, -001099, and -002992) are all outside of the Project ADI and are not anticipated to be affected by Project activities. If any unforeseen impacts should occur, Standard Project Measures CR-1 through CR-4 would avoid or minimize potential impacts. (See Section 2.2.10, Cultural Resources, for full text of the measures.) Direct impacts could include complete removal of features and cultural constituents on portions of sites and removal of undocumented potential subsurface components relating to construction activities. Indirect impacts could include loss of setting, loss of traditional viewsheds, and increases in noise and vehicular and pedestrian traffic. However, as explained above, the Project would not represent an incremental increase of adverse effects from past and future projects. Therefore, there would be no adverse cumulative effects on the seven historic properties (four archaeological sites and three TCPs) considered eligible for the NRHP for the purposes of the Project only and identified within or adjacent to the Project's APE. As such, the Project would not result in a cumulative adverse effect on historic properties. Consequently, the Project would not have a cumulative adverse effect under NEPA or significant cumulative impacts under CEQA related to historic properties. (final EIR/EA, pp. 2.5-32 – 2.5-33).

D. Hydrology and Floodplains:

Finding: Not cumulatively considerable.

Explanation: The Project would not support incompatible floodplain development. In addition, the minimal increase in WSE would not introduce additional risk for traffic disruptions or loss of life and property. Based on the assessment of level of risk in the I-15 Express Lanes Project Southern Extension Location Hydraulic Study (Caltrans 2023), the Project is considered low risk. Work within any floodplains, including the proposed bridge widening work at Temescal Wash, Mayhew Wash, Coldwater Wash, and Bedford Wash, would require an encroachment permit from the Riverside County Flood Control and Water Conservation District. Similar to the Project, the listed projects in Table 2.5-1 are subject to comply with applicable local, State, and federal floodplain management regulations and policies. Therefore, the Project would not contribute to significant cumulative impacts under CEQA related to hydrology and floodplains. (final EIR/EA, pp.2.5-35 – 2.5-36).

Water Quality:

Finding: Not cumulatively considerable.

Explanation: The Project, in conjunction with other projects listed in Table 2.5-1, would contribute to an increase in impervious surfaces within the cumulative resource study area for water quality, which would result in an increase in stormwater runoff. However, the listed projects are subject to water quality rules and regulations and would be required to be developed in compliance with water quality regulations to avoid any impacts on water resources. Therefore, the Project is not anticipated to result in significant cumulative impacts under CEQA related to water quality. (final EIR/EA, pp. 2.5-36 – 2.5-37).

Geology/Soils/Seismic/Topography:

Finding: Not cumulatively considerable.

Explanation: The Project is within a seismically active region subject to future moderate to strong seismic ground shaking from earthquakes occurring along regional and local faults. However, the potential impacts of the Project related to geologic conditions and soils, as discussed in Section 2.3.3, Geology, Soils, Seismic, and Topography, would be addressed with adherence to Caltrans' standard design and construction practices, which are required on all State Highway System projects; as such, impacts related to geology, soils, seismicity, and topography would be avoided or minimized. Additionally, construction or operation of the Project would not exacerbate existing geological conditions. As a result, the Project would not contribute to cumulative adverse impacts under NEPA or significant cumulative impacts under CEQA related to geology, soils, seismicity, and topography. (final EIR/EA, pp. 2.5-37).

E. Paleontology:

Finding: Not cumulatively considerable.

Explanation: Geologic mapping and geotechnical studies indicate the Project footprint is underlain, in part, by the following geologic units with high paleontological sensitivity: late to middle Pleistocene-age old alluvial fan deposits, middle to early Pleistocene-age very old alluvial fan deposits, late to middle Pleistocene-age old axial channel deposits, and middle to early Pleistocene-age very old axial channel deposits. Project construction is expected to affect these units and therefore could result in impacts if paleontological resources are present. During the pedestrian field survey that was conducted, no fossils were observed or collected. High-sensitivity early Miocene- to Oligocene-age Vaqueros and Sespe Formations, undivided (Tvs), were observed in nearby hill exposures immediately adjacent to the survey area, but they were not observed directly along the survey corridor.

In the event that unanticipated paleontological resources are identified during construction, Mitigation Measure PAL-1 in Section 2.3.4, Paleontology, would require the development of a Paleontological Mitigation Plan for the Project to ensure impacts on paleontological resources are reduced in the unlikely event that they are discovered. The Build Alternative (Preferred Alternative) and other projects in the vicinity of the RSA could disturb sensitive sediments that may contain paleontological resources, thereby contributing to cumulative impacts on paleontological resources. Projects that include excavation in previously undisturbed areas could, in conjunction with nearby construction requiring ground disturbance, contribute cumulatively to impacts on paleontological resources. However, impacts on paleontological resources as a result of other projects would depend on the depth of excavation, if excavation is required, and the presence of sensitive sediments. Because the potential to encounter paleontological resources would be highly dependent on factors mentioned previously, the potential to encounter paleontological resources during construction activities would be minimal. Therefore, the Project, in combination with other planned projects, is not expected to result in significant cumulative impacts under CEQA. (final EIR/EA, pp. 2.5-37 - 2.5-38).

F. Hazardous Waste/Materials:

Finding: Not cumulatively considerable.

Explanation: Although the Project would not require any right of way acquisition at any known hazardous material sites within or adjoining the Project limits, as described in Section 2.3.5, Hazardous Waste/Materials, there is a potential for the Project to encounter unexpected or unknown contaminates during construction-related soil disturbance activities, such as soil and groundwater contamination or abandoned underground storage tanks. In addition, the Project also has the potential to encounter nonhazardous aerially deposited lead soils within the median, shoulders, and ramps along I-15; asbestos-containing materials and lead-based paint associated with I-15 bridge structures that are proposed for widening; treated wood waste from wooden guardrail

posts; lead chromate from paint and thermoplastic striping; and construction-generated hazardous waste such as lubricants (both grease and oils), petroleum fuels, cleaning solvents, and paint.

Hazardous wastes and materials that may be encountered during Project construction activities would be properly handled, contained, transported, and disposed of in compliance with applicable regulations and requirements, which may include those of the Resource Conservation and Recovery Act, Clean Air Act, Clean Water Act (CWA), Department of Toxic Substances Control Environmental Health Standards for the Management of Hazardous Waste, and provisions of the Riverside County Department of Environmental Health Hazardous Materials Branch and U.S. Department of Transportation. In addition, Standard Project Measures HW-1 through HW-4, HW-6, and HW-8, and Avoidance and Minimization Measures HW-5 and HW-7 as described in Section 2.3.5, Hazardous Waste/Materials, would be implemented to help protect worker health and safety, the public, and the environment from encountering hazardous waste and materials during construction activities. During operation of the Project, routine maintenance activities, such as repaving or striping, would be required to follow applicable federal and State regulations with respect to the use, storage, handling, transport, and disposal of potentially hazardous materials. Similar to the Project, the listed projects in Table 2.5-1 are subject to comply with applicable local, State, and federal regulations and policies with respect to the use, storage, handling, transport, and disposal of potentially hazardous waste/materials during construction and operation. Therefore, the Project, when combined with other projects, would not result in significant cumulative impacts under CEQA related to hazardous waste/materials. (final EIR/EA, pp. 2.5-37 – 2.5-38).

G. Noise:

Finding: Not cumulatively considerable.

Explanation: Although other nearby projects may be constructed during the same timeframe as the Project, it is not anticipated that temporary noise impacts would contribute to a cumulative effect within the cumulative RSA for noise. Construction-related worker commutes and equipment transport from the projected construction traffic would be minimal when compared with existing traffic volumes on I-15 and other affected streets, and the associated noise level changes would not be perceptible. Therefore, construction-related worker commutes and equipment transport noise impacts would be short term, intermittent, and overshadowed by local traffic noise. Noise associated with the construction of the Project may overlap with noise from the construction of reasonably foreseeable projects. In general, doubling a noise source (introducing a new noise source of equal power) would result in a 3-decibel (dB) increase in the overall noise level. Therefore, construction noise from the Project and any reasonably foreseeable project would have to be near each other to be considered cumulatively considerable. Furthermore, a noise control plan (NCP) may be prepared for the Project (based on public comment), which will address construction noise monitoring,

corrective actions, etc. (as discussed in the I-15 Express Lanes Project Southern Extension Noise Study Report [NSR]) as regulated by Caltrans' provisions in Section 14-8.02, "Noise Control," of the 2023 Standard Specifications and Special Provisions (SSP 14-8.02). The NCP would be edited specifically to include any other city and/or county provisions (as applicable) that regulate construction noise for this Project during the plans, specifications, and estimates phase; therefore, no adverse noise impacts from construction are anticipated. The NSR analyzed the existing and design-year (No-Build and Build) conditions (Caltrans 2024).

The design-year conditions take into account cumulative traffic growth from reasonably foreseeable projects and general growth throughout the region, with the No-Build condition representing the future baseline (without Project) and the Build condition representing the baseline plus Project (or Project contribution). As a result, the NSR effectively analyzes the cumulative traffic noise impacts associated with the Project. A list of projects included in the noise analysis is included in the NSR. The NSR predicted that the inclusion of the Project (design-year Build condition) would result in a change of -2 dB to 2 dB over the design-year No-Build condition. A change of 3 dB is generally the accepted change at which the human ear begins to recognize differences in noise levels. Similarly, the NSR predicted a change of -26 dB to 9 dB (design-year No-Build versus existing) and -24 dB to 9 dB (design-year Build versus existing). As such, the design-year Build condition would not result in any appreciable change over the existing noise level relative to the design-year No-Build condition. Therefore, impacts from the Project would not be considered cumulatively considerable under NEPA and would not have significant cumulative impacts under CEQA related to noise. (final EIR/EA, p. 2.5-42).

H. Energy:

Finding: Not cumulatively considerable.

Explanation: Because nearly all Project-related energy consumption would result from fuel use by vehicles and equipment during the construction period as well as vehicles during everyday operation of the Build Alternative (Preferred Alternative), for the purposes of this cumulative impacts discussion the only form of energy use considered is gasoline and diesel fuel use. Due to the specialized requirements for fuel formulation in California, the RSA for cumulative energy use is the State of California. For the purposes of fuel consumption, this cumulative impact discussion uses the list of past, present, and reasonably foreseeable projects list approach identified in State CEQA Guidelines Section 15130 (b)(1). The Project, in combination with the projects identified in Table 2.5-1 as well as numerous other projects and ongoing operations of transportation facilities throughout the state, requires the use of gasoline and diesel fuel for construction and long-term operations. Direct diesel and gasoline consumption would result from the use of construction vehicles and equipment as well as from employee and maintenance trips during operation. Short-term construction impacts include energy consumed by on and off-road vehicles and construction equipment. However, as discussed in Section 2.3.8,

Energy, Standard Project Measure EN-1 would be implemented to help conserve energy. This would include using recycled materials—including removed asphalt concrete pavement and cement concrete pavement—where feasible during construction. Standard Project Measure EN-1 would be consistent with State and local policies to reduce energy consumption. Operation of traffic lights, streetlights, sensors, and changeable message signs such as toll pricing signs consumes electricity. These features are required to manage traffic and provide safe driving conditions. Light-emitting diode (LED) fixtures would be used wherever traffic lights or streetlights are installed or replaced (Avoidance and Minimization Measure EN-2).

Indirect fuel consumption would result from redistribution of trips that would occur from capacity changes along the proposed alignment. The Build Alternative (Preferred Alternative) would result in increased fuel use compared to the No-Build Alternative, as shown in Table 2.3.8-3 (see Section 2.3.8, Energy). When compared to the Existing Conditions (2019), the Build Alternative (Preferred Alternative) would increase the annual energy consumption by 3,055 billion British thermal units (BTUs) (17.8 percent) in 2030 and by 973 billion BTUs (5.7 percent) in 2050. When compared to the Existing Conditions (2019), annual vehicle miles traveled are projected to increase by 62.0 percent in 2030 and by 67.4 percent by 2050 (Caltrans 2021). This disparity is attributed to fleet turnover, as older, less fuel-efficient vehicles are replaced by later-model, more fuel-efficient vehicles over time. These later model replacement vehicles would also include hybrid and all-electric vehicles. Compared to the No-Build Alternative, the Build Alternative (Preferred Alternative) is projected to result in a 541-billion BTU increase (2.8 percent) in 2030 and a 332-billion BTU increase (1.9 percent) in 2050. This increase is not significant in the context of statewide consumption, as it would represent approximately 0.001 percent of statewide energy consumption. As such, Project operation would not result in a wasteful, inefficient, or unnecessary consumption of energy. Therefore, the Project would not contribute to significant cumulative impacts under CEQA related to the consumption of energy. (final EIR/EA, p. 2.5-43).

I. Biological Resources:

Natural Communities

Finding: Not cumulatively considerable.

Explanation: Twenty-five vegetation communities and three land use types were identified in the BSA and 11 of the vegetation communities are classified as sensitive natural communities by the California Department of Fish and Wildlife (CDFW 2024). Of these 11 communities, seven would be affected by the Build Alternative (Preferred Alternative): • Clustered tarweed fields: 0.09 acre of permanent impacts and 2.29 acres of temporary impacts • Bush penstemon scrub: 0.96 acre of temporary impacts • Holly leaf cherry—toyon—greenbark chaparral: 0.53 acre of temporary impacts • Fremont cottonwood forest and woodland: 0.32 acre of temporary impacts • Goodding's willow–red willow riparian woodland: 1.21 acres of temporary impacts • Scale broom scrub: 0.18

acre of temporary impacts • California sycamore woodland: 0.27 acre of shading impacts and 0.06 acre of temporary impacts Indirect construction impacts on riparian and sensitive natural communities—including fire risks, litter, introduction of invasive species, habitat fragmentation, erosion and sedimentation, and introduction of hazardous materials—would be avoided and/or minimized through Avoidance and Minimization Measures NC-2 (Natural Environment Study [NES] BIO-2) through NC-12 (NES BIO-12) and JPR-1. The anticipated impacts on sensitive natural communities by the Project would require compensatory mitigation. Under the MSHCP, compensation for these losses would be addressed through consistency with the MSHCP policies and regulations. Generally, the Project BSA is in an already urbanized area; therefore, cumulative impacts on natural communities would be unlikely. Operation of the Build Alternative (Preferred Alternative) would not be expected to permanently affect wildlife movement or decrease the functionality of any wildlife crossings within the Project Area. The Project is identified in the MSHCP as a Planned Road and a Covered Activity (MSHCP Volume I, Section 7.3.5). Portions of the Project lie both inside and outside of Criteria Areas. Coverage under the MSHCP provides an expedited process for biological resource permitting and approvals, as well as compensatory mitigation under CEQA. For those MSHCP covered resources, no additional mitigation or requirements beyond those necessitated by the MSHCP would be applied to the Project. Also, the Project is required to compensate for potential losses, and losses would be mitigated. As a result, the Build Alternative (Preferred Alternative) would not contribute to significant cumulative impacts under CEQA related to natural communities. (final EIR/EA, pp. 2.5-44 – 2.5-45).

Wetlands and Other Waters

Finding: Not cumulatively considerable.

Explanation: The resource area is located within southwestern Riverside County and consists of a developed freeway corridor connecting the Cities of Riverside and Corona to Lake Elsinore and San Diego County. The Temescal Wash riparian stream corridor conveys flows from Lake Elsinore to the Santa Ana River and runs parallel to the resource area. Prior to the development of the area, drainages from the adjacent Santa Ana Mountains and Gavilan Hills drained into the Temescal Wash. With the increased agricultural, residential, and commercial development, these drainages were channelized for flood control purposes. Furthermore, as a result of the construction of I-15 and urban development within the resource area, most of the natural vegetation has been removed and the historically present drainage features have been modified. As indicated in Figure 2.5-1, the majority of other planned projects occur within the Arroyo del Toro-Temescal Wash and Bedford Wash-Temescal Wash portion of the cumulative RSA for wetlands. Other planned projects occur with the Dawson Canyon Temescal Wash and Lake Elsinore subwatersheds of the Santa Ana River Watershed portions of the RSA, but to a lesser extent. The projects listed Table 2.5-1 are primarily located within previously disturbed areas, and, as such, would not be anticipated to substantially contribute to the loss of wetlands and other waters. Similar to the Project, the listed projects are subject to comply

with applicable local, State, and federal regulations and policies protecting wetlands and other waters, as applicable. (final EIR/EA, p. 2.5-45).

The Project would result in the permanent removal of 0.10 acre, temporary impacts on 3.79 acres, and shading impacts on 1.00 acre of state streambeds. A total of 2.26 acres of California Department of Fish and Wildlife (CDFW) riparian would be affected by the Project (<0.01 acre permanent, 1.80 acre temporary, and 0.46-acre shading effects).With the limited impacts of the Project along with the application of mitigation measures and compliance with Fish and Game Code 1602, and CWA 401 and 404 permitting, the Project's incremental contribution to cumulative impacts within the RSA would not be cumulatively considerable. (final EIR/EA, p. 2.5-45).

Plant Species

Finding: Not cumulatively considerable.

Explanation: With implementation of mitigation and compliance with the MSHCP, the Project would have a less-than-significant impact on candidate, sensitive, or special-status plant species. Therefore, the Project, in combination with other planned projects, would not result in substantial cumulative impacts on special-status plant species. (final EIR/EA, pp. 2.5-47 – 2.5-46.)

Animal Species

Finding: Not cumulatively considerable.

Explanation: The Project is not expected to substantially affect wildlife movement or linkage functions and values within the BSA because major wash crossings under I-15 bridges would be retained, including the priority linkages at Bedford Wash and Indian Wash. With Project measures and implementation of mitigation and compliance with the MSHCP, the Project would have a less-than-significant impact on candidate, sensitive, or special-status wildlife and plant species. The Project has been designed to be consistent with the MSHCP and, as such, would receive "take" coverage for MSHCP Covered Species. In addition, the projects listed in Table 2.5-1 would also need to comply with local laws and regulations regarding special-status animal species. Therefore, the Project in combination with other planned projects would not result in significant cumulative impacts under CEQA related to special-status animal species. (final EIR/EA, pp. 2.5-49 – 2.5-50)

Threatened and Endangered Species

Finding: Not cumulatively considerable.

Explanation: Operation and maintenance associated with the Build Alternative is not expected to differ measurably from existing operating conditions along I-15. The potential direct and indirect effects associated with operation and maintenance of the Build

Alternative include the introduction of invasive weeds, air pollution, noise, and risk of fire. These potential indirect effects would not be greater than effects from existing conditions. Permanent impacts for the potential removal of acres of potentially suitable habitat for the listed species in Table 2.5-6 could be biologically substantial and would trigger Federal Endangered Species Act and California Endangered Species Act considerations. However, as discussed in Section 2.4.5, because many of the species are fully covered under the MSHCP, and the Project has been designed to be consistent with the MSHCP, potential impacts from the Project would be minimized and avoided for listed species present in the BSA. Additionally, permanent impact compensation would occur at no less than a 2:1 ratio, resulting in a larger amount of habitat than what currently exists. Overall, the Project in combination with other planned projects would not result in significant cumulative impacts under CEQA related to threatened and endangered species. (final EIR/EA, pp. 2.5-50 – 2.5-51).

Invasive Species

Finding: Not cumulatively considerable.

Explanation: The Build Alternative (Preferred Alternative) would not substantially increase the potential for spread of invasive species. Compliance with invasive species control procedures (refer to Avoidance and Minimization Measures NC-3 [NES BIO-3]), to minimize the chance of human-caused wildfires, which can increase the prevalence of invasive plant species; NC-6 (NES BIO-6), to avoid incidental disturbance of habitat outside of the LOD (supported by NC-5 [NES BIO-5]); NC-9 (NES BIO-9), to avoid removing native vegetation and return temporarily affected areas to pre-existing contours and revegetating; NC-7 (NES BIO-7), to properly dispose of exotic species removed during construction and avoid the use of invasive plant species adjacent to Riverside County MSHCP Conservation Areas; NC-8 (NES BIO-8), where equipment will be cleaned of mud and debris that may contain invasive plants and/or seeds before mobilizing to the site; and NC-10 (NES BIO-10), to revegetate any temporarily disturbed areas postconstruction, which will prevent colonization by invasive plant species. These measures, as described in Section 2.4.1, Natural Communities, would address this impact. In addition, the other projects listed in Table 2.5-1, above, would also be subject to local laws and regulations regarding invasive species. Therefore, the Build Alternative (Preferred Alternative) would not contribute to significant cumulative impacts under CEQA related to invasive species. (final EIR/EA, p. 2.5-52).

J. Cumulative Impacts that are Cumulatively Considerable

1. **Traffic and Transportation/Pedestrian and Bicycle Facilities**: Within the Project limits, I-15 traverses developed and undeveloped areas of the City of Lake Elsinore, unincorporated areas of Riverside County (including Temescal Valley area), and the City of Corona. It is a major regional connection between the southwest and northwest Riverside County communities. I-15 provides continuity for regular commuters traveling for work and school to Temecula and San Diego to the south, Riverside and San

Bernardino County to the north, and Los Angeles County and Orange County to the west. Existing traffic volumes often exceed current highway capacity along several segments of I-15 between SR-74 (Central Avenue) and El Cerrito Road. Because of forecasted population growth and the continued development to support the projected growth in the region, the I-15 corridor is expected to continue to experience increased congestion and longer commute times that are projected to negatively affect traffic operations along the freeway mainline, as discussed in Section 2.2.8, Traffic and Transportation/Pedestrian and Bicycle Facilities. Construction activities associated with the Project would temporarily affect traffic and circulation. Temporary ramp closures not exceeding 10 consecutive days in duration may be needed to complete ramp widening improvements on I-15. In addition, the Project may periodically affect pedestrian and bicycle facilities during construction of the bridge widenings over local roadways.

There is a potential for construction activities to occur at the same time between the Project and the listed projects in Table 2.5-1, which may lead to cumulative impacts on traffic operations during construction. As discussed in Section 2.2.8, Traffic and Transportation/Pedestrian and Bicycle Facilities, it is anticipated that access to pedestrian and bicycle facilities would be maintained during construction activities. If temporary closures to pedestrian and bicycle facilities are unexpectedly needed, then detour routes would be provided. Potential construction-related traffic and circulation impacts, and impacts on pedestrian and bicycle facilities, would be minimized through implementation of a comprehensive TMP, included as Standard Project Measure TR-1, in Section 2.2.8, Traffic and Transportation/Pedestrian and Bicycle Facilities. The TMP would be prepared to minimize motorist delays and impacts on pedestrians and bicyclists when performing work activities. In addition, Project construction is not anticipated to affect existing emergency or transit services within the Project limits; however, the TMP would ensure that such impacts are minimized. The Project's temporary impact on traffic would not be substantial. Similar to the Project, other projects, including those listed in Table 2.5-1, are required to minimize and reduce impacts on traffic and transportation facilities during construction activities. Therefore, the Project, when combined with other projects, would not result in cumulative impacts related to traffic and transportation facilities.

In Opening Year (2030), the Build Alternative (Preferred Alternative) is projected to improve traffic operation level of service (LOS) where the number of freeway mainline and ramp locations during the AM and PM peak hour operating at LOS E or worse would be reduced by approximately 8 percent when compared to the No-Build Alternative (Table 2.2.8-18). The Build Alternative (Preferred Alternative) is expected to serve approximately 2,089 more vehicles during the peak period, particularly those making longer trips, and reduce overall vehicle delay within the traffic study limits by approximately 4.4 percent (Table 2.2.8-18). When comparing the projected volume served and total distance traveled, it is expected that the Build Alternative (Preferred Alternative) would serve trips with longer lengths than the No-Build Alternative. In Design Year (2050), the Build Alternative (Preferred Alternative) is projected to degrade traffic operation LOS at approximately 14 percent of the freeway mainline and ramp locations

during the AM and PM peak hours when compared to the No-Build Alternative (Table 2.2.8-24), primarily because the Project is projected to shift the bottlenecks downstream by providing additional throughput (traffic flow) capacity (projected to serve 3,646 more vehicles during the peak hour). With the increased capacity that would be provided on the freeway system associated with the express lanes under the Build Alternative (Preferred Alternative), more demand is expected to occur and to be served. Similar to Opening Year (2030), the Build Alternative is projected to serve longer trip lengths on the freeway in Design Year (2050) because vehicles are expected to prefer to stay on I-15 rather than exit and divert to cut through or parallel local facilities. On average, trip lengths are projected to increase by 1.6 miles between the No-Build Alternative and Build Alternative (Preferred Alternative).

The delay within the traffic study area is expected to be reduced by 5.7 percent when accounting for local roadways. The transportation system in the Southern California region consists of a modal network of roads and highways, public transit, and rail facilities. The transportation system is planned to support the region's economic needs as well as the demand for personal travel. The 2024–2050 Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS) lists several thousand transportation projects for meeting the increase in transportation demand and improving the region's mobility while, at the same time, meeting the goals for air quality and revitalizing the economy. The development of an extensive regional express lanes network is a key strategy in the 2024–2050 RTP/SCS that aims to improve travel time reliability, provide travel choice, and optimize existing freeway capacity within the Southern California Association of Governments (SCAG) region. Several tolled express lanes projects have already been completed in the Inland Empire, including the SR-91 Express Lanes in 2017 and the I-15 Express Lanes Project in 2021. In addition, the I-10 Corridor Project, which is now fully operational, has express lanes in each direction on I-10 from the western terminus at the Los Angeles/San Bernardino county line to just east of the I-15/I-10 interchange.

The addition of the Project would extend the I15 Express Lanes an additional 14.5 miles in the Inland Empire. As discussed in Section 2.2.8, the Build Alternative (Preferred Alternative) is not expected to result in substantial impacts relating to conflicts with the circulation system, roadway design hazards, and emergency access. (final EIR/ EA, pp. 2.5-30 – 2.5-32).

2. **Cultural Resources**: The Advisory Council on Historic Preservation regulations, which govern implementation of Section 106 of the National Historic Preservation Act (Section 106), state that adverse effects on historic properties may include reasonably foreseeable effects that may occur later in time, be farther removed in distance, or be cumulative (36 CFR 800.5(a)(1)). Analysis of cumulative effects under Section 106 requires the consideration of past, present, and future projects that may result in a cumulative effect on historic properties.

There are four archaeological resources (P-33-000108, -000630, -001099, and -002992; with Cultural Studies Office [CSO] approval on January 27, 2023) and three Traditional Cultural Properties (TCPs) (Túu'uv [TCP-1], Qaxáalku Payómik [TCP 2], and Qaxáalku Kwíimik [TCP-3]; with CSO approval on March 10, 2022) within or adjacent to the Project Area of Direct Impact (ADI)/Area of Potential Effects (APE) that are assumed eligible for listing on the National Register of Historic Places (NRHP) for the purposes of the Project only. The cumulative contribution of the proposed direct and indirect Project impacts and effects on the four archaeological resources and the three TCPs is considered in the context of the APE and vicinity, which stretches from the City of Lake Elsinore through the unincorporated Riverside County community of Temescal Valley to El Cerrito Road in the City of Corona.

The impacts of past and foreseeable projects in this area are combined with the potential Project effects on the archaeological sites and the TCPs to assess the Project's contribution to cumulative effects on the character-defining features of the properties. P-33-000108 (CA-RIV-108) Site P-33-000108 is outside of the Project ADI/APE; however, its proximity warrants analysis and an assumption of eligibility for the purposes of the Project in an abundance of caution to protect any intact portions of the site. The site has been assumed eligible for the purposes of the Project only with CSO approval on January 27, 2023. P-33-000108 is in an area that is relatively undisturbed physically except for a natural wash and a dirt road. As mentioned, the site is not within the Project ADI or APE, and the setting of the site has been substantially altered from earlier construction related to I-15 and the Temescal Canyon Road Off-Ramp. Direct impacts related to the Project would occur approximately 160 to 220 feet west of the site boundaries. The substantial portion of Project construction is to be conducted in previously disturbed areas, such as the median, or along the edges of the roadway.

While previous projects may have affected features that would contribute to the site's potential eligibility for the NRHP, the Project is not expected to result in impacts on this site and, therefore, would not contribute to a cumulative adverse effect on the site. P-33-000630 (CA-RIV-630) Site P-33-000630 is outside of the Project ADI and APE. Because of the site's proximity to the Project, the site was assumed eligible for the purposes of the Project only with CSO approval on January 27, 2023, and it is considered here for potential cumulative effects of the Project. P-33-000630 has been severely affected by both natural and human-induced activities. While previous projects have had a significant adverse effect on the site, the Project would not have any direct impact on the features of the site that might otherwise contribute to the site's potential eligibility for the NRHP. As such, the Project would not have an incremental impact and would not contribute to a cumulative adverse effect on the site. P-33-001099 (CA-RIV-1099).

The heavily disturbed archaeological site P-33-001099 is within the Project APE but outside of the ADI. P-33-001099 has been affected by past construction of I-15, which has bisected the site. Additionally, the past construction of Temescal Canyon Road and associated landscape modifications have altered the site. Presently, there are only small

remnants of the site that are possibly intact outside of the Project ADI but within the APE. As noted, proposed direct Project impacts are expected to avoid the site and are anticipated to occur anywhere from 75 to 150 feet from the existing intact site boundaries. Furthermore, the intact portions of the site are along the remnants of a ridge, portions of which were previously excavated as part of the construction of I-15. All Project work near the intact site boundaries would be within the areas previously disturbed when the highway was originally constructed. While previous projects such as construction of the highway and housing developments on the highway's west side have had an adverse effect on the site, the Project would not result in a direct impact on the features of the site that might otherwise contribute to its eligibility for the NRHP.

As such, the Project would not have an incremental impact and would not contribute to a cumulative adverse effect on the site. P-33-002992 (CA-RIV-2992) Site P-33-002992 is outside of the Project ADI and APE and partially within the Caltrans right of way. Due to the site's proximity to the Project, the site was assumed eligible for the purposes of the Project only with CSO approval on January 27, 2023, and it is considered here for potential cumulative effects of the Project. A small northern portion of the site has been destroyed during highway construction in the past. This portion of the site is adjacent to the ADI and APE; however, direct impacts related to the Project would occur approximately 250 to 500 feet east of the site boundaries. As such, the Project would not have any impact on the site. A large housing development was constructed in the late 1990s to early 2000s to the south of the site and likely had an adverse effect on the site through an increase in foot traffic, some minor grading, and loss of setting.

While previous projects such as construction of the highway and housing developments on the highway's west side have had an adverse effect on the site, the Project would not result in a direct impact on the features of the site that might otherwise contribute to its eligibility for the NRHP. As such, the Project would not have an incremental impact and would not contribute to a cumulative adverse effect on the site. Traditional Cultural Properties The TCPs, portions of which are within the Project APE, are significant for their religious and cultural significance to the Luiseño; are associated with cultural practices, traditions, and beliefs; and are embodied in the landscape. Overall, the proposed Project APE is 981 acres, while the approximate acreage of the TCPs (determined previously) is greater than 28,000 acres. Because the full boundaries have yet to be determined for the TCPs, this number is an underestimate. This would indicate that the entire APE is approximately 0.03 percent of the currently identified area of the TCPs; however, not all of the APE is within the currently identified boundaries of the TCPs. The total amount of acreage from the APE that is within the TCPs is approximately 96.34 acres or 0.003 percent of the estimated total TCP acreage.

Although the outer boundaries and all of the individual components or contributing elements of the TCPs are not fully defined, changes to the location, setting, and visual character of the TCPs resulting from the Project and other past and planned future projects are not expected to be significant because they have affected or would affect

only a minute portion of the overall geographic extent of the TCPs. Ground-disturbing activities associated with the Project would not affect potential individual components of the TCPs (which may include archaeological sites adjacent to the ADI). Therefore, their loss would not be cumulatively adverse because the impact on the landscape and intangible cultural values held by the Luiseño caused by the Project would not change the integrity of setting, feeling, character, and location of Túu'uv (TCP-1), Qaxáalku Payómik (TCP-2), and Qaxáalku Kwíimik (TCP-3). Therefore, with respect to the TCPs, there would be no contribution by the Project to a cumulative adverse effect. (final EIR/EA, pp. 2.5-32 – 2.5-35).

K. Air Quality (Permanent Impacts):

Finding: Cumulative impacts would remain significant and unavoidable.

Explanation: The operational emissions analysis discussed in the 2021 Vehicle Miles Traveled (VMT) Analysis Memorandum (Caltrans 2021) compares forecast emissions for existing/baseline conditions, the Build Alternative (Preferred Alternative), and the No-Build Alternative using the vehicle miles traveled (VMT) estimates. The regional vehicular travel for existing conditions, the No-Build Alternative, and the Build Alternative (Preferred Alternative), along with the CT-EMFAC2017 emission rates, were used to calculate the carbon monoxide (CO), nitrogen oxides (NO_X), particulate matter 10 microns or less in diameter (PM_{10}), particulate matter 2.5 microns or less in diameter ($PM_{2.5}$), and reactive organic gas (ROG) emissions for the Existing (2019) and Opening Year and Design Year conditions. The emissions analysis presented in Table 2.53 indicates that operation of the Build Alternative (Preferred Alternative) under Opening Year (2030) and Design Year (2050) conditions is expected to increase PM_{10} and $PM_{2.5}$ emissions compared with existing conditions and decrease ROG, NO_X, and CO emissions. This impact would be significant and unavoidable under CEQA for the Project-level analysis because of cumulative impacts related to PM_{10} and $PM_{2.5}$ emissions. The Project's incremental increase in PM_{10} and $PM_{2.5}$ emissions would be a significantly cumulative impact under CEQA. However, Mitigation Measures AQ-6 through AQ-8 would be implemented to reduce impacts.

During construction, short-term degradation of air quality may occur due to the release of particulate emissions (airborne dust), particulate matter, construction equipment emissions, and other construction-related activities. The Project is included in the SCAG 2024–2050 RTP/SCS under project number 3160001-RIV170901 and has been identified in the SCAG 2025 Federal Transportation Improvement Program, which was approved by the Federal Transit Administration on December 16, 20222024. Section 2.3.6, *Air Quality*, discusses how the Project would incorporate Standard Project Measures AQ-1 through AQ-4 and Mitigation Measure AQ-5 to avoid and minimize impacts related to air quality. Per State CEQA Guidelines Section 15130(d), where a project is included in an approved regional transportation plan (among other land use plans) that adequately address the affected resource area, no additional analysis is required. Because the Project is listed, as

currently proposed, in the region's currently conforming SCAG 2024–2050 RTP/SCS and 2025 Federal Transportation Improvement Program regional transportation planning documents, Project emissions would not be cumulatively considerable. However, short-term air quality impacts, taken into consideration with other relevant projects in the air quality RSA, would not result in significant cumulatively significant impacts under CEQA. (final EIR/EA, pp. 2.5-39 – 2.5-41).

L. Climate Change:

Finding: Cumulative impacts would remain significant and unavoidable.

Explanation: The analysis of greenhouse gas (GHG) emissions provided in Section 3.3, Climate Change, is a cumulative analysis in that it considers the emissions of traffic generated by existing and future planned land uses and the effects of other future planned transportation improvements. As discussed in Section 3.3, the Build Alternative (Preferred Alternative) would increase travel speeds and throughput (traffic flow), but operational GHG emissions would increase over time compared to existing conditions. Because operational emissions would increase, the Project would conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. Therefore, the Build Alternative would contribute to cumulative impacts related to climate change under CEQA. Standard Project Measure EN-1 would be implemented to help conserve energy. Mitigation Measures GHG-1 through GHG-4 and Mitigation Measure AQ-5 are expected to reduce the Project's construction GHG emissions. Mitigation Measures GHG-5 through GHG-11 and AQ-6 through AQ-8 would reduce the GHG emissions and potential climate change impacts under CEQA from the operation and maintenance of the Project. However, the impacts would remain significant and unavoidable under CEQA; refer to Section 3.3, Climate Change. (final EIR/EA, pp. 2.5-41 – 2.5-42)

M. Mandatory Findings of Significance:

Cumulatively Considerable Impacts of Past, Current, and Future Projects

Findings: Cumulative impacts would remain significant and unavoidable.

Explanation: An evaluation of the potential for the Project to have impacts that are individually limited but cumulatively considerable is included in Section 2.5, Cumulative Impacts, and Section 3.3, Climate Change. Although the Project is not expected to result in impacts that are individually limited but cumulatively considerable, the Project is projected to result in significant impacts related to GHG emissions that are considered significant and unavoidable. The analysis of GHG emissions provided in Section 3.3, Climate Change, is a cumulative analysis in that it considers the emissions of traffic generated by existing and future planned land uses and the effects of other future planned transportation improvements.

As discussed in Section 3.3, because operational emissions are projected to increase under the Build Alternative (Preferred Alternative) in the Opening Year (2030) and Design Year (2050) when compared to the Existing (2019) condition and No-Build condition in the Opening and Design years, the Project would conflict with the goals included in the State's AB 32 Climate Change Scoping Plan and other regulations adopted for the purpose of reducing the emissions of GHGs. Mitigation Measures GHG1 through GHG-4 and AQ-5, Standard Project Measure EN-1, and Standard Project Measure AQ4 are expected to reduce the Project's construction GHG emissions. Mitigation Measures GHG-5 through GHG-11 and AQ-6 through AQ-8 would reduce the GHG emissions and potential climate change impacts from operation and maintenance of the Project. However, the impacts would remain significant and unavoidable. Therefore, the Build Alternative (Preferred Alternative) would contribute to cumulative impacts related to climate change. The Project's increases in air pollutant emissions are detailed in Section 3.1.3, Air Quality; the Project is located within a nonattainment area for the state PM10 and PM2.5 ambient air quality standards. As such, the Project-related increase of PM10 and PM2.5 would be cumulative impact under CEQA. Even with Mitigation Measures AQ-5 through AQ-8, air quality impacts would be cumulatively significant and unavoidable under CEQA. (final EIR/EA, p. 3-89).

Direct or Indirect Adverse Effects

Finding: Cumulative impacts would remain significant and unavoidable.

Explanation: The regional emission analysis presented in Table 2.3.610 indicates that operation of the Build Alternative (Preferred Alternative) under Opening Year (2030) and Design Year (2050) conditions is expected to increase PM_{10} and $PM_{2.5}$ emissions when compared to both the existing and no-build conditions. As it is located within a nonattainment area for the state PM_{10} and $PM_{2.5}$ ambient air quality standards, the Project-related increase would be a cumulative impact under CEQA. However, RCTC has committed to air quality mitigation measures to reduce AQ impacts: Mitigation Measures AQ-5 through AQ-8. For these four (4) air quality mitigation measures, RCTC has committed to numerous programs to encourage Riverside County residents to use public transportation more often on a permanent basis, which would reduce vehicle use and its associated environmental impacts. This reduction in vehicle use would directly contributes to improved air quality by decreasing the number of individual vehicles on the road, thereby lowering emissions. Even with implementation of AQ-5 through AQ-8, impacts are considered to be significant and unavoidable.

Additionally, Mitigation Measures GHG-1 through GHG-4 are expected to reduce the Project's construction GHG emissions. Mitigation Measures GHG-5 through GHG-11 and The Project is projected to increase travel speeds and reduce travel times, but operational GHG emissions are still expected to increase over time compared to existing conditions and in the Opening Year (2030) and Future Year (2050) when comparing the Build Alternative (Preferred Alternative) to the No-Build Alternative. The impact is considered

to be significant under CEQA and an adverse effect on human beings. Standard Project Measure EN-1 and Standard Project Measure AQ-4 would be implemented during construction activities to reduce impacts related to GHG emissions. Additionally, Mitigation Measures GHG-1 through GHG-4, and AQ-5 are expected to reduce the Project's construction GHG emissions. Mitigation Measures GHG-5 through GHG-11 and AQ-6 through AQ-8 would reduce the GHG emissions and potential climate change impacts from operation and maintenance of the Project. However, because operational GHG emissions would increase over time compared to existing conditions, the impact is considered to be significant and unavoidable under CEQA. Because operational emissions would increase, the Project would conflict with the goals included in the State's AB 32 Climate Change Scoping Plan and other regulations adopted for the purpose of reducing the emissions of GHGs. The Scoping Plan provides a roadmap outlining key policies for California to implement to achieve its climate goals while improving the health and welfare of Californians and addressing disparities in health outcomes to create a more equitable future. Therefore, the Build Alternative (Preferred Alternative) would contribute to environmental effects that would cause substantial adverse effects on human beings. (final EIR/EA, p. 3-90)

Findings: As to each of the cumulatively considerable impacts above, RCTC has come to conclusion that the Mitigation Measures summarized above would not fully mitigate the Project impacts on aesthetics, air quality, and cultural resources to below a level of significance. The mitigation measures reflect changes or alterations that have been required in, or incorporated into, the Project which would lessen the project impact as identified in the final EIR/ EA but not to below a level of significance. (State CEQA Guidelines § 15091(a)(1).)

Further, specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the "No Build" Alternative identified in the Final EIR that would avoid this significant impact for the specific reasons set forth in Section VIII, below. (State CEQA Guidelines § 15091(a)(3).)

Degrade Environment:

The prehistoric component of CA-RIV-8156/H is outside the Area of Direct Impact (ADI) and would be protected in place during Project construction through the establishment of an Environmentally Sensitive Area (ESA) and archaeological monitoring. Caltrans has presumed eligibility under Criterion D for the prehistoric component of CA-RIV-8156/H only under the 2014 Section 106 Programmatic Agreement (PA) Stipulation VIII.C.3, with no objection from the CSO. The prehistoric component of CA-RIV-8156/H also potentially contributes to the NRHP significance of the PPAD, which for the purposes of this undertaking, is presumed eligible for listing on the NRHP under the Section 106 PA Stipulation VIII.C.4. (final EIR/ EA, p. 3-293.)

Finding: While no direct impacts on LBV are anticipated, as a precaution, if LBV use areas were to occur within construction areas, a measure has been included to address direct construction impacts on LBV if they were to occur as a part of the Project, with potentially significant impacts. If this were to happen, with implementation of the Mitigation Measure TE-3 (NES BIO-23) and Avoidance and Minimization Measure JPR-3, significant direct construction impacts on LBV would be reduced to less-than-significant levels. (final EIR/EA, pp. 3-88).

Mitigation Measures: Impacts on MSHCP riparian/riverine resources from the Project would require compensatory mitigation to reduce impacts to less-than-significant levels under CEQA. Under the MSHCP, compensation for these losses shall be addressed through Mitigation Measures NC-15 (NES BIO-15), NC-16 (NES BIO-16), NC-17 (NES BIO-17) (ECR, pp. 1-10). Mitigation Measures NC-15 (NES BIO-15), NC-16 (NES BIO-16), and NC-17 (NES BIO-17) shall be implemented to ensure direct impacts on federally and State-protected wetlands would be less than significant. (final EIR/EA, pp. 3-88).

Rationale: Within the BSA, trees are protected by the Riverside County Oak Tree Management Guidelines, Open Space and Conservation Policy, Ordinance 12.08, Tree Removal Ordinance 12.24.010, and the California State Senate Concurrent Resolution No. 17, Oak Woodlands. Protected trees in the BSA include oak trees within both mapped Coast Live Oak Woodland and Forest and any other vegetation community containing oak trees. Other protected trees include trees within the right of way of the county highway. With implementation of Mitigation Measure NC-20 (NES BIO-19), all potential direct and indirect impacts on protected trees would be reduced to less-than-significant levels. (final EIR/EA, pp. 3-88).

SECTION VI

FINDINGS REGARDING GROWTH-INDUCING IMPACTS

Pursuant to Sections 15126(d) and 15126.2(d) of the CEQA Guidelines, this section is provided to examine ways in which the I-15 Express Lanes Project Southern Extension could foster economic or population growth or the construction of additional development, either directly or indirectly, in the surrounding environment. Section 15126.2(d) describes the consideration of growth- inducing impacts as:

"Discuss the ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. Included in this are projects which would remove obstacles to population growth (a major expansion of a waste water treatment plant might, for example, allow for more construction in service areas). Increases in the population may tax existing community service facilities, requiring construction of new facilities that could cause significant environmental effects. Also discuss the characteristics of some projects which may encourage and facilitate other activities that could significantly affect the environment, either individually or cumulatively. It must not be assumed that growth in any area is necessarily beneficial, detrimental, or of little significance to the environment."

The growth inducing impacts for the I-15 Express Lanes Project Southern Extension are discussed in detail in Section 2.2.3.3 (final EIR/ EA, pp. 2.2.3-3 – 2.2.3-7).

Based on the data available (SCAG 2019a, 2019b, 2019c, 2024), it is anticipated that the population and employment growth within the cities and County would increase regardless of Project implementation. The Project improvements to I-15 would not be a catalyst for population growth or employment. The Build Alternative (Preferred Alternative) would not affect economic opportunities, employment, or housing availability, which directly affect local and regional development growth. The purpose of the Project is to improve traffic operations, throughput, and travel times along the I-15 mainline; as well as to connect to other express lane networks as described in Chapter 1 to accommodate current and future year (2045) traffic volumes along the I-15 corridor resulting from projected growth in the area. (final EIR/ EA, p. 2.2.3-5).

Projected population growth would occur in the community impact study area with or without the infrastructure improvements associated with the Build Alternative (Preferred Alternative). In addition, potential indirect growth has already been captured at the local and regional level through the inclusion of the Project in SCAG's 2024 RTP/SCS list of projects. Therefore, the Project would not result in any permanent direct or indirect substantial adverse effects related to growth. (final EIR/ EA, p. 2.2.3-6).

The Build Alternative (Preferred Alternative) would maximize mobility in the region by improving traffic operations, throughput, and travel times along the I-15 mainline. It would also expand compatibility and connectivity with other express lane networks in the region. Although the Build Alternative (Preferred Alternative) would result in changes to an existing transportation

system, the Build Alternative (Preferred Alternative) would not significantly change accessibility in the area, as the area is already serviced by the existing freeway and would not add access to new areas. Further, the construction and implementation of the Project would occur primarily within Caltrans right-of-way and within the existing I-15 median. The main components of the Build Alternative (Preferred Alternative) would include two tolled express lanes in the northbound and southbound directions, for a total of four tolled express lanes; southbound auxiliary lanes; and widening of 15 bridges. Other standard associated improvements include noise barriers, retaining walls, drainage improvements, and signage. No new access points or connections would be implemented. Therefore, the Project under the Build Alternative (Preferred Alternative) would not encourage unanticipated growth in the area, as it would not result in new access to areas that previously had no access. (final EIR/ EA, p. 2.2.3-5).

Growth in the Cities of Corona and Lake Elsinore and the County are expected to occur with or without the Project. Due to the nature of improvements envisioned as discussed in Section 1.4, and previous responses to the First-Cut Screening Analysis, the Build Alternative (Preferred Alternative) would not influence the amount, timing, or location of growth in the community impact study area. Therefore, no growth related impacts are anticipated as a result of the Build Alternative (Preferred Alternative). (final EIR/ EA, p. 2.2.3-5)

The Build Alternative (Preferred Alternative) would not catalyze population, housing, or employment growth. The purpose of the Project is to improve traffic operations, throughput, and travel times along the I-15 mainline; continue compatibility and connectivity with other express lane networks in the region; and accommodate current and future year (2050) traffic volumes along the I-15 corridor. Therefore, Project-related growth is not reasonably foreseeable and effects on resources of concern would not occur. (final EIR/ EA, p. 2.2.3-5, 2.2.3-5).

Projected population growth would occur in the community impact study area with or without the infrastructure improvements associated with the Build Alternative (Preferred Alternative). In addition, potential indirect growth has already been captured at the local and regional level through the inclusion of the Project in SCAG's 2024 RTP/SCS list of projects. Therefore, the Project would not result in any permanent direct or indirect substantial adverse effects related to growth. (final EIR/EA, pp. 2.2.3-6)

Conclusion

No avoidance, minimization, or mitigation measures are identified as there would be no adverse effects related to growth with implementation or operation of the Build Alternative (Preferred Alternative).

SECTION VII

FINDINGS REGARDING PROJECT ALTERNATIVES

A. Background

Section 15126.6 of the State CEQA Guidelines requires EIRs to consider and discuss alternatives to the proposed actions. Subsection (a) states:

> An EIR shall describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives. An EIR need not consider every conceivable alternative to a project. Rather it must consider a reasonable range of potentially feasible alternatives that will foster informed decision-making and public participation. An ElR is not required to consider alternatives which are infeasible. The lead agency is responsible for selecting a range of project alternatives for examination and must publicly disclose its reasoning for selecting those alternatives. There is no ironclad rule governing the nature or scope of the alternatives to be discussed other than the rule of reason.

Subsection 15126.6(b) states the purpose of the alternative analysis:

> Because an E1R must identify ways to mitigate or avoid the significant effects that a project may have on the environment (Public Resources Code Section 21002.1), the discussion of alternatives shall focus on alternatives to the project or its location which are capable of avoiding or substantially lessening any significant effects of the project, even if these alternatives would impede to some degree the attainment of the project objectives, or would be more costly.

In Subsection 15126.6(c), the State CEQA Guidelines describe the selection process for a range of reasonable alternatives:

> The range of potential alternatives to the proposed project shall include those that could feasibly accomplish most of the basic objectives of the project and could avoid or substantially lessen one or more of the significant effects. The EIR should briefly describe the rationale for selecting the alternatives to be discussed. The EIR should also identify any alternatives that were considered by the lead agency but were rejected as infeasible during the scoping process and briefly explain the reasons underlying the lead agency's determination. Additional information explaining the choice of alternatives may be included in the administrative record. Among the factors that may be used to eliminate alternatives from detailed consideration in an EIR are:(i) failure to meet most of the basic Project objectives, (ii) infeasibility, or (iii) inability to avoid significant environmental impacts.

The range of alternatives required is governed by a "rule of reason" that requires the EIR to set forth only those alternatives necessary to permit a reasoned choice. The EIR shall include sufficient information about each alternative to allow meaningful evaluation, analysis, and comparison with the proposed Project. Alternatives are limited to ones that would avoid or substantially lessen any of the significant effects of the Project. Of those alternatives, the EIR need examine in detail only the ones that the lead agency determines could feasibly attain most of the basic objectives of the Project.

However, when significant impacts can be mitigated by the adoption of mitigation measures, the lead agency has no obligation to consider the feasibility of alternatives with respect to that impact in its findings, even if the alternative would mitigate the impact to a greater degree than the proposed project. (Pub. Resources Code, § 21002; Kings County Farm Bureau v. City of Hanford (1990) 221 Cal.App.3d 692, 730-731; Laurel Heights improvement Ass'n v. Regents of the Univ. of Cal. (1988) 47 Cal.3d 376, 400 403; Laurel Hills Homeowners Ass'n v. City Council (1978) 83 Cal.App.3d 515, 521.) Caltrans and RCTC have identified and included in Preferred Alternative 1br mitigation measures to avoid or substantially lessen the potentially significant environmental impacts of the I-15 Express Lanes Project Southern Extension. However, Aesthetics; Air Quality; Biological Resources; Cultural Resources; Noise; and Cumulative Impacts (Aesthetics, Air Quality, and Cultural Resources) would remain significant after mitigation.

The objectives of the I-15 Express Lanes Project Southern Extension (final EIR/EA, p. 1-5) are to provide new tolled express lanes that will effectively and efficiently accommodate the I-15 in Riverside County, California:

- Improve and manage traffic operations, throughput, and travel times along the corridor.
- Expand travel mode choice along the corridor.
- Provide an option for travel time reliability.
- Provide a cost-effective mobility solution.
- Expand and maintain compatibility with the express lane network in the region.

There are two types of alternatives evaluated in the final EIR/EA for the I-15 Express Lanes Project Southern Extension. First are the alternatives that were considered but were rejected from further consideration. Reasons for elimination included failure to meet basic project objective, infeasibility, or inability to avoid significant environmental impacts. (State CEQA Guidelines, § 15126.6(c).). Those alternatives and the process of developing, accessing, and ultimately eliminating those alternatives are summarized below.

Second are the alternatives that were considered in detail in the final EIR/EA. Those alternatives were:

- No-Build Alternative (No Action Taken)
- Build Alternative (Addition of Two Tolled Express Lanes)

A discussion of alternatives that were considered in detail is also provided below.

B. Alternatives Considered but Rejected from Further Consideration

In determining an appropriate range of alternatives to be evaluated in the final EIR/EA, an additional alternative was initially considered and rejected . The alternative was rejected because it could not accomplish most of the basic objectives of the Project, and would not have resulted in a reduction of potentially significant impacts. (Final EIR/EA, p. 1-97).

Consideration of the following alternative was also conducted:

Add a single HOV lane in each direction along I-15 between SR-74 (Central Avenue) and Cajalco Road: This alternative considered to add a single HOV 3+ lane in each direction along I-15 between SR-74 (Central Avenue) and Cajalco Road as part of the development and design of the Build Alternative (Preferred Alternative), as discussed in Section 1.4, Alternatives, of the EIR/EA.

As discussed in Section 1.4.7 of the final EIR/EA, future traffic volumes within the I-15 corridor were projected to increase so much that the addition of a single HOV lane in each direction would not meet the based Project objectives based on the projected traffic demands .

Additionally, based on a review of anticipated future funding for projects in Riverside County, it was determined that funding of an additional lane on I-15 from SR-74 (Central Avenue) to Cajalco Road could only be reasonably accomplished through the construction of a tolled facility along I-15 .

Because the HOV alternative did not meet the Project's purpose and need, was not financially feasible (the cost was estimated to be approximately $330 million), and would not substantially reduce or avoid the Project's potentially significant impacts, the HOV alternative was dropped from further consideration. (final EIR/EA, pp. 1-97).

C. Alternatives Considered in Detail in the final EIR/ EA

The following alternatives were considered in detail in the final EIR/EA, but were ultimately rejected in favor of the Project for all the reasons set forth below:

1. No-Build Alternative

Under the No-Build Alternative, the I-15 ELPSE would not be constructed. The No-Build Alternative would not meet the following four of the five purposes of the Project:

- Improve and manage traffic operations, throughput, and travel times along the corridor.
- Expand travel mode choice along the corridor.
- Provide an option for travel time reliability.
- Expand and maintain compatibility with the express lane network in the region.

However, it would not preclude the construction of future improvements or general maintenance activities along I-15. Describing and analyzing a no-build (no-action) alternative helps decisionmakers and the public compare the impacts of approving a project with the consequences of not approving a project. (final EIR/EA, pp. S-3).

Finding: Based on the Supporting Explanation below, RCTC rejects the No-Build Alternative because it would not meet the Project's objectives. Specifically, it would not:

- Improve existing and future traffic operations and mainline travel times,
- Expand travel choice
- Increase travel time reliability
- Expand the tolled express lane network

The No-Build Alternative would not result in the losses/impacts described in association with the Build Alternatives. However, No-Build Alternative would not address the existing and projected congestion and operational deficiencies within the Project limits. Although the No-Build Alternative does not meet the Project's purpose and need, it would not preclude the construction of other future improvements or general maintenance activities. (final EIR/ EA, p. 1-91.)

Therefore, this No-Build Alternative was rejected by RCTC from further consideration in favor of the Project.

2. Build Alternative (the Project)

The proposed Project is a linear improvement to an existing, fully operational interstate freeway. It is not the construction of a new roadway on undeveloped land, nor is it the construction of a land use development such as a shopping center or residential development. Thus, traditional alternatives – such as alternative locations, alignments, or development intensities – are not available.

Further, the purpose of an alternatives analysis under CEQA is to look at potentially feasible ways to avoid a Project's significant environmental impacts. (State CEQA Guidelines, 15126.6(b).) Here, the only three significant impacts post-mitigation are operational air quality emissions, operational GHG emissions, and climate change. These impacts are all fundamentally associated with the Project's operation. As discussed above, a single-lane alternative would not meet the Project's basic objectives, be feasible, or substantially reduce or avoid those significant environmental impacts. Thus, there is no further "build alternative" – aside from the Project itself – to analyze that would satisfy CEQA's purpose.

3. Environmentally Superior Alternative

An EIR must identify the environmentally superior alternative (State CEQA Guidelines section 15126.6(e)(2)). Table S-1 (final EIR/ EA, pp. ix-xix) summarize the impacts of the No Build Alternative and the Build Alternatives for those environmental topics where there is a difference

in impacts among the alternatives. The No Build Alternative does not result in impacts for any of the parameters show in Table S-1. As a result, the No-Build Alternative would be the environmentally superior alternative.

Where the “no project” alternative is environmentally superior, CEQA requires that the environmentally superior alternative from among the remaining alternative be identified. Based on the analysis in the FEIR/EA, and as summarized below, the environmentally superior alternative from among the remaining options is the Project itself (Build Alternative).

SECTION VIII

STATEMENT OF OVERRIDING CONSIDERATIONS

The Riverside County Transportation Commission (RCTC) declares that, pursuant to the State CEQA Guidelines section 15093, RCTC has balanced the benefits of the I-15 Express Lanes Project Southern Extension against any unavoidable environmental impacts in determining whether to approve the Project. If the benefits of the I-15 Express Lanes Project Southern Extension outweigh the unavoidable adverse environmental impacts, those impacts may be considered "acceptable."

The following information is presented to comply with State California Environmental Quality Act (CEQA) Guidelines (Title 14 California Code of Regulations, Division 6, Chapter 3, Section 15093), and the Department of Transportation and California Transportation Commission Environmental Regulations (Title 21 California Code of Regulations, Division 2, Chapter 11, Section 1501 et seq.). Reference is made to the Final Environmental Impact Report/Environmental Assessment (Final EIR/EA) for the I-15 Express Lanes Project Southern Extension (ELPSE) Project (Project), which is the basic source for the information.

RCTC declares that the final EIR/EA prepared by Caltrans for the I-15 Express Lanes Project Southern Extension has identified and discussed significant effects which may occur as a result of the Project. With the implementation of existing regulations, Mitigation Measures, and other Conditions discussed in the final EIR/EA and included in the Mitigation Monitoring and Reporting Program (MMRP, provided in Exhibit A), the environmental effects of the I-15 Express Lanes Project Southern Extension can be mitigated to less than significant levels, except for unavoidable significant impacts related to:

- Air Quality cumulative impact related to PM10 and PM2.5
- Air Quality cumulative impact related to greenhouse gas (GHG) emissions
- Conflict with the California Assembly Bill (AB) 32 Climate Change Scoping Plan

The regional emissions analysis prepared for the Project indicates that particulate emissions (particles of 10 and 2.5 micrometers or smaller [PM10 and PM2.5, respectively]) are expected to increase during operation of the Build Alternative under Opening Year (2030) and Design Year (2050) when compared to both the Existing (2019) and No-Build conditions. As the Project is located within a nonattainment area for the state PM10 and PM2.5 ambient air quality standards, the Project-related increase would be cumulatively significant and significant and unavoidable under CEQA even after the implementation of mitigation. The Project is projected to increase travel speeds and reduce travel times, but operational GHG emissions are still expected to increase over time compared to existing conditions and in the Opening Year (2030) and Future Year (2050) when comparing the Build Alternative (Preferred Alternative) to the No-Build Alternative. Because operational GHG emissions would increase over time compared to existing conditions, the impact is considered to be significant and unavoidable under CEQA. Due to the projected increase in operational emissions under the Build Alternative in the Opening Year (2030) and Design Year (2050) when compared to the Existing (2019) condition and No-Build

condition in the Opening and Design years, the Project would conflict with the goals included in the California AB 32 Climate Change Scoping Plan and other regulations adopted for the purpose of reducing GHG emissions. Even with the implementation of mitigation measures to reduce GHG emissions, the impacts would remain significant and unavoidable, as the Project is still inconsistent with the California AB 32 Climate Change Scoping Plan.

Overriding considerations that support approval of this recommended project are as follows:

The I-15 ELPSE Build Alternative is considered a viable alternative because it would achieve the Project's purpose and need (Section 1.2 of the EIR/EA).

The Project's purpose is a set of objectives the Project is intended to meet, and the Project's need is to address the transportation deficiencies described below.

Purpose

The purpose of the Project is to:

- Improve and manage traffic operations, throughput (traffic flow), and travel times along the corridor.
- Expand travel mode choice along the corridor.
- Provide an option for travel time reliability.
- Provide a cost-effective mobility solution.
- Expand and maintain compatibility with the express lane network in the region.

Need

Existing traffic volumes often exceed current highway capacity along several segments of I-15 between SR-74 (Central Avenue) and El Cerrito Road. Due to forecasted population growth and the continued development to support the projected growth in the region, the I-15 corridor is expected to continue to experience increased congestion and longer commute times that are projected to negatively affect traffic operations along the freeway mainline.

The recently adopted Southern California Association of Governments (SCAG) Connect SoCal (2024–2050 Regional Transportation Plan [RTP]/Sustainable Communities Strategy [SCS]) Growth Forecast estimates a 25.4-percent increase in population in Riverside County between 2019 and 2050, with the number of households and employment increasing by approximately 42.7 percent and 39.9 percent, respectively. In the City of Corona, the 2020–2045 RTP/SCS Growth Forecast estimates an 11.6- percent increase in population from 2016 to 2045 and an 11.7-percent increase in households.1 According to the same source, the City of Lake Elsinore is projected to see a 76.8-percent increase in population. This projected growth is expected to place a high demand on existing transportation facilities and services.

Improve Operational Deficiencies

The inadequate number of lanes along I-15 in the project corridor, coupled with the expected increase in congestion during peak periods and worsening traffic conditions, will restrict traffic flow causing bottlenecks along the mainline. This will create operational deficiencies on critical segments of I-15 and result in additional local and regional traffic congestion in Western Riverside County.

Expand Travel Mode Choice, Provide Options for Travel Time Reliability and a Cost-Effective Mobility Solution

Currently, north-south mobility options for motorists are limited through this portion of Riverside County. Besides local streets, the only parallel route for motorists is I-215, which is over 10 miles east of I-15 and generally serves a different region within Riverside County.

Compatibility with the Express Lane Network in the Region

The express lanes network in both Riverside and San Bernardino Counties has been growing rapidly in response to the increased inter-county travel demand. Development of an extensive regional express lanes network is a key strategy in the 2024–2050 RTP/SCS that aims to improve travel time reliability, provide travel choices, and optimize existing freeway capacity within the SCAG region. In 2017, RCTC completed construction of the SR-91 Express Lanes in the City of Corona—the first express lanes constructed in Riverside County. RCTC's I-15 Express Lanes Project—which extends the SR-91 express lanes network north and south of SR-91 along I-15 through the Cities of Jurupa Valley, Eastvale, Norco, and Corona—opened to traffic in 2021. North of the I-15 Express Lanes Project, in 2024 the San Bernardino County Transportation Authority broke ground on the I-15 Corridor Project, which will construct express lanes in both directions along I-15 between Cantu-Galleano Ranch Road in the City of Jurupa Valley and Foothill Boulevard Road in the City of Rancho Cucamonga. In addition to providing continuity of express lanes north of the I-15 Express Lanes Project, the I-15 Corridor Project will connect to the I-10 Corridor Project (Phase 1), which is now fully operational, adding express lanes in each direction on I-10 from the western terminus at the Los Angeles/San Bernardino county line to just east of the I-15/I-10 interchange.. Once these projects are completed, the southern terminus of the express lanes network in the Inland Empire will be at Cajalco Road on I-15.

Benefits of the Selected Alternative

- The construction of express lanes in both the NB and SB directions of I-15 would alleviate restricted traffic flows that cause peak hour bottlenecks.

- The express lanes option would provide choices for drivers that are currently unavailable, such as congestion-free travel for a fee, free use for three or more persons carpooling in a vehicle with a transponder, and expanded opportunities for existing and future regional express bus operations.

- The Build Alternative would be compatible with the existing toll lane system by extending the southern terminus of the express lane network in the Inland Empire to SR-74 on I-15, and using the same pricing and technologies as existing toll facilities in Orange and San Diego counties, "presenting the opportunity to create a regionally integrated and connected toll system (FHWA, Caltrans, and RCTC 2009).

For the evaluated Build Alternative and No-Build Alternative in the Final EIR/EA, the California Department of Transportation (Caltrans) has determined that the Build Alternative is a feasible and prudent alternative that achieves the Project's purpose and need. Given that the Build Alternative has public and agency support, does not require any permanent right of way acquisition, and performs better from a traffic operations standpoint than the No-Build Alternative, The Project Development Team identified the Build Alternative as the Preferred Alternative during a meeting held on January 9, 2025. Standard Project Measure EN-1 and Standard Project Measure AQ-4 would be implemented during construction activities to reduce impacts related to GHG emissions.

Additionally, Mitigation Measures GHG-1 through GHG-4 and AQ-5 are expected to reduce the Project's construction GHG emissions. Mitigation Measures GHG-5 through GHG-11 and AQ-6 through AQ-8 would reduce the GHG emissions and potential climate change impacts from operation and maintenance of the Project. These measures include complying with SCAQMD's rules and ordinances regarding air quality restrictions, incorporating energy-efficient lighting, using water-efficient technologies for landscaping, installing urban planting/vegetation, especially canopy trees, to reduce "heat island" effects, incorporating native plants and vegetation to the Project design, avoiding loss of tree canopies, and completing a Life Cycle Cost Analysis (LCCA), which will ensure long-life pavement structures will be designed to withstand the projected increase in ambient temperatures and changes in precipitation in the Project area as much as feasible.

Additionally, as the Project Sponsor, Riverside County Transportation Commission (RCTC) will mitigate air quality impacts resulting from vehicle travel by providing increased transit benefits, both regionally and along the I-15 corridor. As part of Mitigation Measure AQ-5, RCTC launched the Riverside County Free Rail Pass Program2 in March of 2025. The 2-year program offers temporary free Metrolink passes to Riverside County residents to increase the number of passenger rail riders within Riverside County. Eligible participants can ride free on any and all Metrolink lines serving Riverside County for a period of 3 months from the date they receive their first pass. During this 3-month window, they may receive and use as many non-overlapping passes as needed. This program helps expand access to public transportation for disadvantaged and low-income populations and encourages a mode shift for travelers on the most congested corridors, such as SR-91, SR-74, I-15, and I-215. These temporary free Metrolink passes reduce the cost of using public transportation in order to attract new riders and encourage existing riders to take more trips. The program allows riders to be issued free passes through Metrolink's Mobile Ticketing Application and reduces the financial barriers of trying public transportation. For riders without access to mobile devices, physical fare cards are mailed

and can be reloaded as needed. If additional future funding becomes available, then RCTC will extend this program beyond the initial 2-year period.

As part of Mitigation Measure AQ-5, RCTC will also work with RTA to improve and potentially expand RTA's existing CommuterLink bus service, 3 which currently operates along I-15 between Temecula and Corona. At a minimum, RTA buses would be permitted to use the express lanes at no cost within the Project limits upon the opening of the Project. Vanpools provide a high-capacity transportation option for individuals whose travel needs are not met by traditional bus or rail transit, reducing vehicle travel and improving air quality. This reduction in vehicle use directly contributes to improved air quality by decreasing the number of individual vehicles on the road, thereby lowering emissions. As part of Mitigation Measure AQ-6, RCTC will continue supporting vanpooling in Riverside County by committing $15 million to fund vanpool subsidies through a component of the VanClub program (vanclub.net) over a 5-year period beginning in 2030. This includes the launch of an Incremental Vanpool Subsidy Program4 to supplement existing subsidies from regional agencies such as the Los Angeles County Metropolitan Transportation Authority, Orange County Transit Authority, San Diego Association of Governments, and San Bernardino County Transportation Authority. By enhancing vanpool affordability, the program aims to increase vanpool participation, support long-distance commuters, and promote sustainable commuting options.

This increased participation will lead to a reduction in congestion and vehicle travel, resulting in fewer emissions and improved air quality across the region. IE Commuter (iecommuter.org) serves as RCTC's flagship Commuter Assistance (rideshare/TDM) program, administered jointly with SBCTA, and supports commuters and employers across Riverside and San Bernardino counties. Within this framework, VanClub (vanclub.net) is a separate vanpool subsidy program managed solely by RCTC, offering subsidies to eligible vanpools commuting to worksites in Riverside County, regardless of their origin. The proposed Incremental Vanpool Subsidy Program would introduce a new originbased subsidy exclusively for Riverside County residents, regardless of their destination county. Although distinct from the existing VanClub program, it would be marketed under the VanClub brand as a special bonus incentive for Riverside County residents. RCTC has developed and is currently administering the IE Commuter rideshare program, which is a component of RCTC's premier Commuter Assistance program, designed to shift commuter behavior toward sustainable transportation options to worksites, thereby improving air quality. The program provides services, including ride matching assistance, marketing materials, and promotional incentives.

Employees benefit from personalized commuting solutions such as carpool and vanpool matching, customized transit itineraries, and incentives like the $5/Day Rideshare Incentive. 5 Additionally, participants have access to the Guaranteed Ride Home program, 6 offering emergency ride options to ensure flexibility and reliability for those using alternative commute modes. These programs collectively contribute to reduced vehicle travel and translate to lower emissions. Under Mitigation Measure AQ-7, RCTC will provide $12 million dollars to administer the IE Commuter program over a 5-year period starting in 2030 (the Project's Opening Year), which will be available to Riverside County residents. Additionally, as part of Mitigation

Measure AQ-8, RCTC will extend park and ride leases beyond their current expiration in 2029 and expand the network to secure an estimated 300 leased spaces along the I-15 corridor through Temescal Valley to support growing commuter demand and promote multimodal transportation options. Currently, there are 206 leased spaces in the area, including:

- 75 spaces at I-15/Ontario Avenue (Canyon Community Church, Corona)
- 91 spaces at I-15/Nichols Road (Lake Elsinore Outlets)
- 40 spaces at I-15/Dexter Avenue (Caltrans Park & Ride)

This Project would secure an approximate 94 additional leased spaces within the I-15/Temescal Valley area to meet future demand. The agency is committed to maintaining and expanding this vital infrastructure through 2035, with a total investment of $300,000. This initiative will reduce vehicle emissions by encouraging carpooling and public transit use, thereby improving regional air quality. The program is designed to be equitable, ensuring access to all community members, and will be implemented through a multi-phase approach involving site identification, stakeholder coordination, compliance, and ongoing operations.

The leasing agreements, structured as three-party contracts between the property owner, Caltrans, and RCTC, are designed to enhance air quality by reducing vehicle emissions through increased carpooling and public transit use. This program prioritizes equitable access for all community members, ensuring that everyone can benefit from improved air quality and sustainable transportation options. It also accommodates growing commuter demand and acknowledges the public's desire for multiple choices of transportation opportunities in the Inland Empire. Ultimately, the Project will benefit all users of the corridor.

Conclusion

Pursuant to §15093 of the State CEQA Guidelines, decision-makers are required to balance the benefits of a project against its unavoidable environmental risks in determining whether to approve a project. In the event the benefits of a project outweigh the unavoidable adverse effects, the adverse environmental effects may be considered "acceptable." The State CEQA Guidelines require that, when a public agency allows for the occurrence of significant effects that are identified in the Final EIR/EA but are not at least substantially mitigated, the agency shall state in writing the specific reasons the action was supported. Any statement of overriding considerations should be included in the record of the project approval and should be mentioned in the Notice of Determination.

In making this determination, the factors and public benefits specified below were considered. Any one of these reasons is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, RCTC would be able to stand by its determination that each individual reason is sufficient. The substantial evidence supporting the various benefits can be found in the preceding findings, which are

incorporated by reference into this section, and in the documents found in the Records of Proceeding.

To the extent the significant effects of the Project are not avoided or substantially lessened to a level of insignificance, RCTC, having reviewed and considered the information contained in the Final EIR/EA, having reviewed and considered the information contained in the public record, and having balanced the benefits of the Project against the unavoidable effects that remain, finds such unmitigated effects to be acceptable in consideration of the overriding considerations discussed herein. RCTC finds that all feasible mitigation measures have been imposed to lessen unavoidable Project impacts to the extent possible. As such, RCTC, as the lead agency for the Project, has reviewed and considered the information contained in the Draft and Final EIR/EAs prepared for the Project and the public record.

Accordingly, the lead agency makes the following finding, pursuant to §15093 of the State CEQA Guidelines, with regard to the Statement of Overriding Considerations for the Project: California Administrative Code, Title 14, Section 15093(a) states: "If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered 'acceptable'." Based on the above discussion and on the evidence presented, Caltrans finds that the benefits of the Project outweigh the adverse impacts on cumulative air quality impacts, GHGs, and conflict with the California AB 32 Climate Change Scoping Plan. Based on the above discussion, pursuant to Public Resources Code section 21081, subdivision (b), Caltrans finds that specific overriding economic, legal, social, technological, or other benefits of the Project outweigh the significant effects on the environment.

SECTION IX

CONSIDERATION OF EIR

As required in State CEQA Guidelines section 15096(a), the Riverside County Transportation Commission (RCTC) finds that it has reviewed and considered the final EIR/EA in evaluating the I-15 Express Lanes Project Southern Extension, that the final EIR/EA is an accurate and objective statement that fully complies with the Public Resources Code and the State CEQA Guidelines, and that the final EIR/EA reflects RCTC's independent judgment.

RCTC declares that no new significant information as defined by State CEQA Guidelines section 15088.5 was received by either Caltrans or RCTC after circulation of the Draft EIR/EA and Draft EIR/SDEIS nor added by either Caltrans or RCTC to the EIR/EA that would require recirculation.

RCTC has considered the final EIR/EA based on, without limitation, the following finding and conclusions:

A. **Finding**: The significant environmental impacts set forth in Section IV of this Resolution have been identified in the final EIR/EA and will require mitigation, but cannot be mitigated to a less than significant level.

B. **Conclusions**:

1. All significant environmental impacts from the implementation of the I-15 Express Lanes Project Southern Extension have been identified in the final EIR/EA and, with implementation of the Mitigation Measures and other conditions in the Mitigation Monitoring and Reporting Program (MMRP, in Exhibit A), impacts will be mitigated to a less than significant level, except for the impacts listed in Section IV of this Resolution.

2. Significant environmental impacts from the implementation of the I-15 Express Lanes Project Southern Extension have been identified in the final EIR/EA that cannot be mitigated to a less than significant level are air quality cumulative impact related to PM10 and PM2.5, air quality cumulative impact related to greenhouse gas (GHG) emissions, conflict with the California Assembly Bill (AB) 32 Climate Change Scoping Plan. (Statement of Overriding Considerations, pp. 1).

3. Environmental, economic, social, and other considerations and benefits derived from the I-15 Express Lanes Project Southern Extension override and make infeasible mitigation measures and/or conditions beyond those incorporated into the Project as provided in the MMRP.

4. Other reasonable alternatives to the I-15 Express Lanes Project Southern Extension that could feasibly achieve the basic goals and objectives of the Project have been considered and rejected in favor of the I-15 Express Lanes Project Southern Extension.

SECTION X

ADOPTION OF MITIGATION MONITORING AND REPORTING PROGRAM

Pursuant to Public Resources Code section 21081.6, the Riverside County Transportation Commission hereby adopts the Mitigation Monitoring and Reporting Program (MMRP) attached to this Resolution as Exhibit A. In the event of any inconsistencies between the mitigation measures and conditions as set forth here and the MMRP, the MMRP shall control.

SECTION XI

APPROVAL

Based on the entire record before the Riverside County Transportation Commission (RCTC), including the above findings and all written evidence presented to Caltrans and RCTC, RCTC hereby approves the I-15 Express Lanes Project Southern Extension in its limited role as responsible agency under CEQA and authorizes staff to engage in activities for the funding and construction of the Project.

SECTION XII

CUSTODIAN OF RECORD

The documents and materials that constitute the record of proceedings on which these Findings have been based are located at the offices of the Riverside County Transportation Commission at 4080 Lemon Street, 3rd Floor, Riverside, California 92501. The custodian for these records is Lisa Mobley, Clerk to the Board of the Riverside County Transportation Commission. This information is provided in compliance with Public Resources Code section 21081.6.

SECTION XIII

STAFF DIRECTION

The Riverside County Transportation Commission hereby directs staff to prepare, execute, and file a Notice of Determination with the Riverside County Clerk's office and the Office of Land Use and Climate Innovation within five (5) working days of adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Riverside County Transportation Commission held on the 10th Day of December 2025.

Karen Spiegel
Chair
Riverside County Transportation Commission

ATTEST:

Lisa Mobley
Clerk of the Board
Riverside County Transportation Commission

EXHIBIT A

MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Commitments Record (ECR)

DIST-CO-RTE: 08-RIV-15 **PM/PM:** 20.3/40.1 **EA/Project ID.:** EA 08-0J0820/PN 0818000063
Project Description: The Project would construct two tolled express lanes in both the northbound and southbound directions along Interstate (I-) 15 in Riverside County, California from State Route (SR-) 74 (Central Avenue) (post mile [PM] 22.3) in the City of Lake Elsinore, through the unincorporated Riverside County community of Temescal Valley, to El Cerrito Road (PM 38.1) in the City of Corona, for a distance of approximately 15.8 miles. The proposed Project would also add a southbound auxiliary lane between both the Main Street Off-Ramp and SR-74 (Central Avenue) On-Ramp, and the SR-74 (Central Avenue) Off-Ramp and Nichols Road On-Ramp. In addition, due to the SB express lanes access between the Cajalco Road Interchange and Weirick Road Interchange, the SB I-15 Weirick Road Off-Ramp would be reconfigured as a dual lane exit. Associated improvements for the express lanes, including advance signage and transition striping, would extend approximately two miles from each end of the express lane limits to PM 20.3 in the south and PM 40.1 in the north.
Date (Last modification): December 2, 2025
Environmental Planner: Gita Tokhmafshan **Phone No.:** (909) 501-5742(c)
Construction Liaison: **Phone No.:**
Resident Engineer: **Phone No.:**

PERMITS

Permit	Agency	Application Submitted	Permit Received	Permit Expiration	Permit Requirement Completed by:	Permit Requirement Completed on:	Comments
Federal Endangered Species Act Section 7 consultation	U.S. Fish and Wildlife Service (USFWS)						Section 7 consultation has been addressed through the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Consistency Determination process (see below status). Completion and results of consultation to be documented in Final Environmental Documentation.
Section 404 Nationwide Permit	U.S. Army Corps of Engineers (USACE)						Application to be submitted after approval/adoption of Project Report and Final Environmental Document, and permit to be obtained prior to construction.
1602 Agreement for Streambed Alteration	California Department of Fish and Wildlife (CDFW)						Application to be submitted after approval/adoption of Project Report and Final Environmental Document, and permit to be obtained prior to construction.
Joint Project Review (JPR) for MSHCP consistency	CDFW and USFWS						MSHCP Consistency Analysis concurred by CDFW and USFWS through the issuance of a streamlined Biological Opinion September 9, 2025.
Air quality conformity determination	Federal Highway Administration (FHWA)						The Project received the required air quality conformity determination letter from FHWA on July 10, 2025. A copy of the letter is included in Appendix H.
Porter-Cologne Act and Clean Water Act Section 401 Water Quality Certification	Regional Water Quality Control Board (RWQCB)						Application to be submitted after approval/adoption of Project Report and Final Environmental Document, and certification to be obtained prior to construction.
JPR for MSHCP consistency	Regional Conservation Authority (RCA)						Joint Project Review was approved May 22, 2025.
Clean Water Act Section 402— A stormwater pollution prevention plan (SWPPP) required by the General National Pollution Discharge Elimination System (NPDES) Construction Permit	State Water Resources Control Board (SWRCB)						SWPPP shall be submitted to Storm Water Multiple Application and Report Tracking System 30 days prior to construction. Document that at 90% completion, D8 Maintenance NPDES will perform a field review ("90% walk thru"), confirming that all treatment BMPs were installed per plan, (Caltrans requirement). Document that at 100% completion, D8 Construction NPDES will review all disturbed soil areas and verify all are stabilized as required per the Statewide Construction General Permit (CAS000002) (WQ-1).
Encroachment Permit	Riverside County Flood Control and Water Conservation District						Process to be initiated after approval/adoption of Project Report and Final Environmental Document, and permit to be obtained prior to construction.
Authorization obtained via the process prescribed under California Public Utilities Commission (CPUC) General Order 88-B	California Public Utility Commission (CPUC)						Authorization to be requested after approval/adoption of Project Report and Final Environmental Document and obtained prior to construction.

ENVIRONMENTAL COMMITMENTS

PA&ED

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
Biology	**NC-15 (NES BIO-15) Determination of Biologically Equivalent or Superior Preservation (DBESP).** A DBESP report that provides analysis of direct and indirect impacts, avoidance, minimization, and compensatory mitigation, along with the functions and values of the resources being affected as related to MSHCP covered species, has been prepared and submitted to RCA, USFWS, and CDFW for review and approval. The DBESP will be followed by an addendum to the DBESP for each Project phase. Amendments to the Project's DBESP, associated with different Project Phases, will be provided to the Wildlife Agencies for review and approval a minimum of 120 calendar days prior to ground disturbance for the respective Phase. The conceptual mitigation approach is outlined further in Appendix I of the DBESP, with mitigation amounts (acres) for each feature identified. The addendum will outline the detailed mitigation strategy and will provide details on including offsite riparian/riverine mitigation that is comparable in type (i.e., in kind) to the impacted areas to ensure type conversion does not occur. It will also include an onsite Habitat Mitigation and Monitoring Plan (HMMP), which will be required prior to construction, with review by RCA and the wildlife agencies. The HMMP will be approved by RCA and wildlife agencies prior to construction and will include clear success criteria to ensure that restored areas are returned to a biologically equivalent or superior condition.	Sections 2.4.1, 2.4.2, 2.4.4, and 2.4.5, EIR/EA	Yes	RCTC (Preparation), Resident Engineer and Contractor (Implementation)						Yes

PS&E/BEFORE RTL

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
Other	**TR-1 Transportation Management Plan** During the Plans, Specifications, and Estimates (PS&E) phase, a detailed Transportation Management Plan (TMP) will be developed for implementation prior to and during construction. Some of the key elements recommended in the TMP include the following: • Public information/public awareness campaign • Motorist information strategies • Incident management • Construction strategies	Sections 2.2.7 and 2.2.8, EIR/EA	Yes	RCTC (Preparation), Resident Engineer and Contractor (Implementation)	2023 SS Section: 12-4					No

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	• Demand management • Alternate Route Strategies									
Visual Resources	**AES-1 Project Aesthetics and Landscape Master Plan –** During final design, a Project Aesthetics and Landscape Master Plan (PALM) must be developed to identify the aesthetic and landscaping elements to be utilized by the Project, including aesthetic treatments for noise barriers and retaining walls, to be constructed. The PALM shall be developed in consultation with the Caltrans District Landscape Architect and Caltrans design policies.	Section 2.2.9, EIR/EA	Yes	RCTC (preparation), Caltrans District 8 Landscape Architect, Resident Engineer, Contractor (implementation)						No
Visual Resources	**AES-2 Noise Barriers and Retaining Walls** – The design of noise barriers, retaining walls, and other wall structures must comply with Caltrans standards for noise attenuation, safety requirements, and other features. Aesthetic features must be reviewed by the Caltrans District Landscape Architect (DLA). Architectural details, such as texture and color, must be considered carefully in effort to minimize the appearance of the noise barrier and retaining wall surfaces. The noise barriers and retaining walls must also be designed to comply visually with the surrounding community character, following the guidelines of the City of Corona, City of Lake Elsinore, and County of Riverside aesthetic recommendations consistent with the PALM developed in the final design phase.	Section 2.2.9, EIR/EA	Yes	RCTC, Caltrans District 8 Landscape Architect, Resident Engineer, Contractor						No
Visual Resources	**AES-3 Landscaping** – Project landscaping must follow Caltrans standard policies and guidelines for aesthetic treatments and must be designed and implemented under the direction of the Caltrans DLA. All soil area disturbed during construction of the Project must be treated with a native hydroseed mix that includes native wildflowers. The loss of the vegetation from the disturbed soil areas must be replaced by plantings of native shrubs and ground cover in addition to hydro seeding, where appropriate, after construction. Highway landscaping where required will be consistent with the existing character of its respective community and use drought resistant, regional native plants when applicable to the greatest extent possible. These regional native plant materials, where deemed necessary, must also be chosen in respect to the air quality of the implementation area. A District Biologist must be consulted throughout the design and implementation process.	Section 2.2.9, EIR/EA	Yes	RCTC, Caltrans District 8 Landscape Architect, Caltrans District 8 Biologist, Resident Engineer, Contractor						No
Visual Resources	**AES-4 Lighting and Signage** – Changeable message signs and other signs consisting of illuminating and/or moving features must be placed to avoid viewsheds to the greatest extent possible, along with consultation with the Caltrans District Landscape Architect (DLA). Specifically, the placement of signs will intentionally avoid obstructing views of identified visual resources, particularly the seasonal California poppy bloom near Walker Canyon. Highway lighting must conform to Caltrans design guidelines and be placed to illuminate only intended areas. Light shielding with non-glare hoods will be incorporated into project designs to limit dispersion of light	Section 2.2.9, EIR/EA	Yes	RCTC, Caltrans District 8 Landscape Architect, Resident Engineer, Contractor						No

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	beyond the Project right of way (ROW) during all night work, including for construction staging areas. Lighting will incorporate yellow-white or amber-white light emitting fixtures of 3000K or less.									
Water Quality	**WQ-2 Prepare a Storm Water Pollution Prevention Plan.** Prior to the start of soil-disturbing activities, Riverside County Transportation Commission (RCTC) will ensure that a SWPPP will be prepared and implemented to address all construction-related activities, equipment, and materials with the potential to have an impact on water quality. The SWPPP will identify the sources of pollutants that may affect the quality of stormwater and include the construction site best management practices (BMPs) to control pollutants such as sediment control, catch basin inlet protection, construction materials management, and non-stormwater BMPs. Additional BMP reference material is contained within the Project Planning and Design Guide (Caltrans 2019) and Construction Manual (Caltrans 2020). These BMPs include, but are not limited to, temporary sediment control, temporary soil stabilization, scheduling, waste management, materials handling, and other non-stormwater BMPs.	Section 2.3.2, EIR/EA	Yes	RCTC (Preparation), Resident Engineer, Contractor (Implementation)	2023 SS Section: 13-3.01C(2)					No
Other	**GEO-1 Geotechnical Investigation.** Under this measure during the PS&E phase, a detailed geotechnical investigation will be conducted by qualified geotechnical personnel to assess the geotechnical conditions at the Project area. The geotechnical investigation will include exploratory borings to investigate site-specific soils and conditions and to collect samples of subsurface soils for laboratory testing. Those soil samples will be tested to evaluate liquefaction potential, collapsibility potential, stability, and corrosion potential. The review and approval findings and recommendations of the geotechnical investigation will be summarized in a Structure Foundation Report and a Geotechnical Design Report to be submitted to Caltrans for review and approval. Those findings and recommendations will be incorporated in the final design of the Build Alternative (Preferred Alternative).	Section 2.3.3, EIR/EA	Yes	RCTC, Resident Engineer, Contractor						No
Paleontology	**PAL-1 Paleontological Mitigation Plan.** During final design, RCTC will ensure that a Paleontological Mitigation Plan (PMP) is prepared, and that the requirements included are implemented during construction. The PMP shall include all elements identified as being required in this document on the Caltrans Standard Environmental Reference (SER), including. a. Required and recommended monitoring locations. b. A description of, and requirement for all construction personnel to attend, a worker training program, including documentation of completion of the training. c. A signed curation agreement with the Western Science Center or another accredited repository. d. Detailed procedures for monitoring, fossil recovery, laboratory analysis, and museum curation and notification	Section 2.3.4, EIR/EA	Yes	RCTC (Preparation), Resident Engineer, Contractor Implementation)	2023 SSP Section: 14-7.04					Yes

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	procedures in the event of a fossil discovery by a paleontological monitor or other project personnel.									
Hazardous Waste	**HW-1 Asbestos-Containing Materials and Lead-Based Paint.** The Project would include the widening of 15 bridges. Asbestos containing materials (ACM) are present in the gray felt pad along the southbound and northbound Brown Canyon Wash Bridge and Weirick Road Undercrossing Bridge inner guard rails. In addition, lead-based paint (LBP) is present in the light gray paint on the railing of northbound Temescal Wash Bridge and in the yellow lane surface paint at northbound Indian Wash Bridge. ACM and LBP associated with these bridges may be impacted by the Project. In addition, there is a potential for all 15 bridges to contain ACMs and LBP in areas that have not been sampled. RCTC resident engineer or designated contractor will ensure that bridge features with a likelihood to contain ACM and LBP will be sampled for all areas of the 14 affected bridges that will be disturbed by the Project during the PS&E phase, prior to any demolition or disturbance activities. RCTC's resident engineer or designated contractor will ensure that the survey will be conducted in conformance with the United States Environmental Protection Agency National Emission Standards for Hazardous Air Pollutants 40 Code of Federal Regulations (CFR), South Coast Air Quality Management District Rule 1403, and in accordance with Caltrans Standard Specifications, Section 14- 11.13, Disturbance of Existing Paint Systems on Bridges, and Section 14-11.16, Asbestos-Containing Construction Materials in Bridges.	Section 2.3.5, EIR/EA	Yes	RCTC, Resident Engineer, Contractor	2023 SS Section: 14-11.16					No
Hazardous Waste	**HW-8 Lead Compliance Plan.** Soil within the Caltrans ROW of the Project limits, including the median, shoulders and ramps, were sampled for aerially deposited lead (ADL). The ADL survey classified the soil in these areas as unregulated Type X soil, which is non-hazardous and suitable for reuse on site without restriction, under the July 1, 2016, ADL Agreement between Caltrans and the DTSC. This ADL Agreement allows such soils to be safely reused within the Project limits, as long as all requirements of the ADL Agreement are met. Per the soil reuse agreement, a Lead Compliance Plan (LCP) is required for worker safety. Prior to construction, RCTC's resident engineer or designated contractor will ensure that a Lead Compliance Plan (LCP) is developed by a Certified Industrial Hygienist to protect workers from exposure to lead associated with aerially deposited lead (ADL), lead-based paint (LBP), and traffic stripe and pavement makings. The LCP will include procedures for the handling, management, sampling, and disposal of material containing lead. ADL and LBP investigations and traffic striping removal are separate tasks usually conducted by separate contractors, which each require a separate LCP.	Section 2.3.5, EIR/EA	Yes	RCTC (Preparation), Resident Engineer, Contractor (Implementation)	2023 SS Section: 7-1.02K(6)(j)(iii)					No

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
Biology	**NC-12 (NES BIO-12) Water Pollution and Erosion Control Plans.** Plans for water pollution and erosion control will be prepared. The plans will describe sediment and hazardous materials control, dewatering or diversion structures, fueling and equipment management practices, and use of plant material for erosion control. Plans will be reviewed and approved by the County of Riverside and Caltrans prior to construction (MSHCP Volume I, Sections 6.1.4 and 7.5.3). The following measures will be provided: • Water pollution and erosion control plans will be developed and implemented in accordance with Regional Water Quality Control Board (RWQCB) requirements (MSHCP Volume I, Appendix C) and will ensure that no fluids or sediment from construction will enter into the Environmentally Sensitive Area (ESA) fenced areas. • Measures, including measures required through the National Pollutant Discharge Elimination System requirements, will be required for work in proximity to MSHCP Conservation Areas to ensure that the quantity and quality of runoff discharged into the MSHCP Conservation Area are not altered in an adverse way when compared to existing conditions. In particular, stormwater systems will be designed to prevent the release of toxins, chemicals, petroleum products, exotic plant materials, or other elements that might degrade or harm biological resources or ecosystem processes within the MSHCP Conservation Area. • New surface flows will be treated prior to reaching waterways. • Sediment and erosion control measures will be implemented until such time soils are determined to be successfully stabilized (MSHCP Volume I, Section 7.5.3). • No erodible materials will be deposited into watercourses or areas demarcated with ESA fencing. Brush, loose soils, or other debris material will not be stockpiled within stream channels or on adjacent banks (MSHCP Volume I, Section 7.5.3, and MSHCP Volume I, Appendix C). • Projects that cannot be conducted without placing equipment or personnel in riparian vegetation areas should be timed to avoid the breeding season of riparian/associated species identified in MSHCP Global Species Objective No. 7 (MSHCP Volume I, Appendix C). The breeding season as defined by the MSHCP is March 1 through June 30. • If stream flows must be diverted, the diversions will be conducted using sandbags or other methods requiring minimal instream impacts. Silt fencing or other sediment-trapping materials will be installed at the downstream end of construction activity to minimize the transport of sediments off site. Settling ponds where sediment is collected will be cleaned out in a manner that prevents the sediment from reentering the stream. Care will be exercised when	Sections 2.4.1, 2.4.4, 2.4.5, and 2.4.6, EIR/EA	Yes	RCTC (Preparation), Resident Engineer, Project Biologist, Contractor (Implementation)						No

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	removing silt fences, as feasible, to prevent debris or sediment from returning to the stream (MSHCP Volume I, Section 7.5.3, MSHCP Volume I, Appendix C). Short-term diversions will consider effects on wildlife (MSHCP Volume I, Section 7.5.3). • Equipment storage, fueling, and staging areas will be located on non-sensitive upland sites with minimal risks of direct drainage into riparian areas or other sensitive habitats (MSHCP Volume I, Section 7.5.3, and MSHCP Volume I, Appendix C). These designated areas will be located in such a manner as to prevent any runoff from entering sensitive habitat. Necessary precautions will be taken to prevent the release of cement or other toxic substances into surface waters. Project-related spills of hazardous materials will be reported to appropriate entities including, but not limited to, the applicable jurisdictional city, USFWS, CDFW, and RWQCB, and will be cleaned up immediately and contaminated soils removed to approved disposal areas (MSHCP Volume I, Appendix C). • All equipment maintenance, staging, and dispensing of fuel, oil, coolant, or any other toxic substances will occur only in designated areas within the proposed grading limits of the Project site. These designated areas will be clearly marked and located in such a manner as to contain runoff (MSHCP Volume I, Section 7.5.3). This will ensure that there will be no discharge into MSHCP Conservation Areas adjacent to the limits of disturbance (LOD) (MSHCP Volume I, Section 6.1.4).									
Biology	**NC-17 (NES BIO-17). Aquatic Resource Compensatory Mitigation.** Mitigation for permanent impacts, including permanent shading, on aquatic resources (i.e., U.S. Army Corps of Engineers [USACE]/Regional Water Quality Control Board [RWQCB] wetland and non-wetland Waters of the U.S./State, and CDFW streambed and associated riparian habitat[1]) will occur through permittee-responsible mitigation, purchase of mitigation bank credits through an agency-approved mitigation bank, in-lieu fee program, or other approved mitigation provider. A 3:1 mitigation ratio is proposed for USACE/RWQCB jurisdictional wetlands and CDFW riparian vegetation. A ratio of 2:1 for permanent impacts and permanent shading impacts on USACE/RWQCB jurisdictional non-wetlands and CDFW unvegetated streambeds is proposed. The temporary impacts on USACE/RWQCB wetlands and non-wetlands, CDFW unvegetated streambed, and associated CDFW riparian habitat may be replaced through restoration of the temporarily affected area to pre-Project conditions, at a ratio of 1.25:1 and through permittee-responsible mitigation or another approved mitigation program. All temporary impacts would be replaced, where feasible, at their current locations	Sections 2.4.1, 2.4.2, 2.4.4, and 2.4.6, EIR/EA	Yes	RCTC						Yes

[1] MSHCP riparian/riverine resources have the same limits as CDFW features, with the exception that riparian/riverine resources also include adjacent buffer/upland areas that would not be considered CDFW jurisdiction.

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	following preparation of an Habitat Mitigation and Monitoring Plan (HMMP).									
Biology	**NC-20 (NES BIO-19) Oak Tree Management.** Compliance with the Riverside County Oak Tree Management Guidelines will be required. An accurate depiction of all oak trees that are 2 inches diameter at breast height or larger within the Project site will be identified by a biologist and mapped. Impacts on all oak trees will be identified and quantified. If impacts on oak trees and their protected zones cannot be avoided, then a design that least impacts oak trees will be prepared. If oak trees are to be lost, the loss of oak trees will require mitigation, and an oak tree mitigation plan will be required to be prepared. At a minimum, the plan will include mitigation methods and options, requirements for replacement trees, and locations of mitigation sites.	Sections 2.4.1 and 2.4.4, EIR/EA	Yes	RCTC (Preparation), Resident Engineer, Project Biologist, Contractor (Implementation)						Yes
Biology	**AS-2 (NES BIO-25). Burrowing Owl Management Plan.** A Burrowing Owl Management Plan will be prepared by a qualified biologist and will include: a) Focused Survey for Burrowing Owl: Include within the plan the results of the MSHCP protocol survey conducted. The survey results shall be no more than 3 years old. The survey shall be performed according to the Burrowing Owl Survey Instructions for the Western Riverside Multiple Species Habitat Conservation Plan Area (Survey Instructions). b) Preconstruction Survey for Burrowing Owl: Surveys by a qualified biologist shall be conducted in areas containing burrows and/or suitable habitat for burrowing owl within 14 days prior to ground disturbance, following the survey instructions in the “Burrowing Owl Survey Instructions for the Western Riverside Multiple Species Habitat Conservation Plan Area.” The Biological Study Area (BSA) shall be the LOD and a 500-foot BSA. c) Protocol for Presence: Take steps necessary for addressing the presence of burrowing owl (if found during either of the two surveys), which shall include proper take authorization and include full avoidance, if feasible, or passive relocation by a qualified biologist. d) Agency Approval: The plan will need approval by USFWS and CDFW. Additional approval of the plan will be required by RCA if RCA-owned lands are involved.	Section 2.4.4, EIR/EA	Yes	RCTC (Preparation), Resident Engineer, Project Biologist, Contractor (Implementation)						No
Biology	**AS-3 (BIO-26) Bat Management Plan.** A Bat Management Plan (Plan) will be prepared by a qualified biologist. Because bat exclusion activities require specific timing, it is recommended to begin bat pre-Project emergence surveys and planning in late spring/summer prior to construction. Both the hibernation season and the maternity season have restrictions, which introduce timing restrictions for bat exclusion activities, should these be required. These are briefly described below. • The hibernation season begins in November (November 1 through November 30), where exclusion is dependent upon	Section 2.4.4, EIR/EA	Yes	RCTC (Preparation), Resident Engineer, Project Biologist, Contractor (Implementation)						No

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	weather conditions and is at the bat biologist's discretion. If the low temperatures on the evening of exclusion and the subsequent four evenings are not forecasted to drop below 45°F, then the exclusion may occur. If the forecasted low temperatures are anticipated to be 45°F or less, then no exclusion will be performed. • During the hibernation season (December 1 through February 14), no exclusions will be performed. During the maternity season (April 1 through August 31), no bat exclusions will be performed to avoid "take" of flightless young. • From February 15 through March 31 and September 1 through October 31, bat exclusion generally has no timing constraints. The Plan will include the following requirements: a. A qualified bat biologist will conduct bat pre-Project emergence surveys at all bridges, culverts, or other significant features (within at least 150 feet of the Project) that show any potential for bat roosts if any disruptive construction work is expected to come within the suggested protective bat buffer distances for potential bat roosts at these sites. These buffer distances can be found in Table 7-1 of the 2019 Caltrans Bat Mitigation guide (H.T. Harvey 2019). Such locations include, but are not limited to, the potential bat roost structures identified in Figure 2.4.4-3. The field review will determine the level of survey needed to assess presence/absence of bats at each structure and will be performed in late spring/summer prior to construction. b. A qualified bat biologist will evaluate all mature trees, palm trees and fronds, and snags to be removed for their potential to support roosting bats. If potential bat roost sites are identified in trees to be removed, the removal will be conducted over a two-day period (two-step removal process). On day 1, the qualified biologist will identify branches and limbs without crevices or cavities to be removed using hand tools or chainsaws. On day 2, the remainder of the tree may be removed. • From February 15 through March 31 and September 1 through October 31, tree removal follows the 2-day process with no other constraints. • During the start of the hibernation season (November 1 through November 30), tree removal is dependent upon weather conditions and will be at the bat biologist's discretion. If the low temperatures on the evening of removal and the subsequent four evenings are not forecast to drop below 45°F, then the contractor may remove trees following the two-step removal process. If the forecasted low temperatures are anticipated to be 45°F or less, then no tree removal will be performed. • During the hibernation season (December 1 through February 14), no tree removal will be performed.									

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	• During the maternity season (April 1 through August 31), tree removal should be avoided to prevent "take" of flightless young. Tree removal can only be performed if a qualified bat biologist surveys all of the trees containing suitable bat roosting habitat to be removed and no roosting bats are found. These surveys will consist of acoustic detectors placed near each tree for 1 to 2 evenings (with data retrieved and analyzed), and emergence surveys will be conducted at trees where bat acoustic activity was recorded during the emergence period. If roosting bats are found, the tree cannot be removed until the end of the maternity season. c. Night lighting associated with construction will be directed away from bridges, palm trees, and other significant features determined by the qualified bat biologist to have potential for bats. In addition, night lighting will be directed away from areas of natural vegetation adjacent to the western side of southbound I-15 in the vicinity of the Cajalco Road Bridge, the Bedford Wash Bridges, the Weirick Road undercrossing, and the palm grove between these bridges. d. To minimize impacts on roosting bats, the Plan will require that no staging or storage of equipment or vehicles will occur under or on top of bridges with potential for bats. This will include, but is not limited to the Cajalco Road Bridge, Bedford Wash Bridges, and Weirick Road undercrossing. e. Preconstruction bat emergence surveys will be completed 14 days prior to construction by a qualified bat biologist, in coordination with the Caltrans biologists, within the Project area at all bridges, culverts, or other significant features that show any potential for bat roosts if any disruptive construction work is expected to come within the recommended disturbance buffer zones for potential bat roosts per Table 7-1 of the 2019 Caltrans Bat Mitigation guide (H.T. Harvey 2019) at these sites. Such locations include, but are not limited to, the Weirick Road undercrossing, the Cajalco Road OC bridges, the three Bedford Wash bridges, and the palm grove near Bedford Wash. If bats are detected, the qualified bat biologist will coordinate with the Caltrans biologist to determine if additional avoidance and minimization measures are needed. f. For bridges, culverts, or other significant features confirmed to be potentially suitable for bat roosting/nursery, exit counts and acoustic surveys will be performed to determine whether a structure supports a nursery or roost and by which species. This survey work will occur in the late spring/summer in the year prior to construction and potentially again in the fall in the year prior to construction, depending on the results of the summer work. This would be determined by the bat biologist. Where the timing for these surveys is not possible for every potential bat roost, the implementation of BIO-26, section “e” will be performed in									

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	lieu of these surveys if conditions (e.g., temperature) permit the feasibility of surveys at these sites at least 14 days prior to construction. g. For each location confirmed to be occupied by bats, the Plan will provide details both in text and graphically where exclusion devices will need to be placed, the timing for exclusion work, and the timeline and methodology needed to exclude the bats. h. Monitoring activities and schedule will be included in the Plan, including frequency of monitoring, which structures would need to be monitored, and reporting requirements. i. Details on placement of human-made roosting habitat panels, including design, placement location, and timing of placement will be included in the Plan. These panels must be placed at least 9 months prior to the exclusion of the bats. j. The draft Plan will be reviewed and approved by CDFW.									
Biology	**AS-5 (BIO-28) Nesting Bird Management Plan.** Due to the complexity of the Project at the Temescal Wash, as well as the presence of many bridges and mature trees along the Caltrans ROW, a Nesting Bird Management Plan (Plan) will be drafted to provide a comprehensive approach to handling nesting birds well prior to the commencement of construction. It will include, at a minimum, the following items: a. A qualified biologist will perform a detailed field review and document the location of raptor and/or corvid nests along with sign of colonial nesting birds within the LOD and adjacent lands. The colonial nesting bird review should be performed in conjunction with measure AS-3 (NES BIO-26). This field review should occur in late spring/early summer to provide the best results. b. Results of the field review will be used to draft approaches and survey methodologies for addressing potential nesting species. A single approach and methodology will not suffice for all species with potential to nest. This Plan should be coordinated with USFWS and CDFW with final approval being provided by both agencies. Below is a basic nesting bird survey method that can be incorporated into the document. At the very least, the Plan must provide assurance that birds protected under the Migratory Bird Treaty Act (MBTA) and similar protections under the California Fish and Game Code will not be harmed. c. Within 7 days prior to the commencement of construction activities (if between January 15 and September 1), a qualified biologist will perform a nesting bird and raptor survey that will consist of at least two site visits to each area with potential nesting habitat to determine whether there are active nests within 200 feet of the LOD. This survey will also identify the species, and to the degree feasible, nesting stage (e.g., incubation of young, feeding of young, near fledging). Nests will be mapped (not by using	Sections 2.4.4 and 2.4.5, EIR/EA	Yes	RCTC (Preparation), Resident Engineer, Contractor (Implementation)	2023 SS Section: 14-6.03B					No

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	GPS as close encroachment may cause nest abandonment). If active nests are found, construction will not occur within 200 feet of the nest, or as directed by a qualified biologist, until the nesting attempt has been completed and/or abandoned because of non-Project related reasons. d. If suitable habitat for LBV occurs within 300 feet of the construction area and it is within the LBV breeding season (March 15 through September 30), pre-construction surveys for LBV will occur by a qualified biologist. These surveys will occur once a week for 3 consecutive weeks during the breeding season, and the last survey will occur no more than 3 days prior to the start of construction. All detections of LBV will be tracked for behavior across all detections by a qualified biologist. After the completion of preconstruction surveys, weekly surveys will be performed. If at any time it is determined that construction activities are negatively affecting LBV, including behavior modification, work will be halted and CDFW and the USFWS will be contacted for next steps. i) Surveys will be conducted between dawn and 11:00 a.m. and not during inclement weather. ii) Surveys will not cover more than 2 miles or 123 acres of habitat per day. iii) Prior to performing surveys, a map will be created of all LBV habitat. During surveys, all LBV will be mapped and tracked. iv) Daily noise monitoring of LBV habitat adjacent to construction activities will occur, with a qualified biological monitor present to measure noise levels at the edge of all suitable LBV habitat. Work will cease if at any time noise levels exceed 60 dBA. Noise monitoring will continue throughout the breeding season or until construction activities have halted within 300 feet of LBV habitat. For areas where pre-construction ambient noise levels exceed 60 dB, pre-construction, ambient noise measurements can be taken by a qualified entity during the full daylight period (sunrise to sunset) and the median average ambient noise level can be used as the baseline in lieu of the 60 dBA. Where projects need to perform nighttime construction activities, the same would be done, but during the full nighttime period (sunset to sunrise). If the project is not able to reduce the noise, CDFW and USFWS can be contacted on next steps. Although not required, a temporary noise wall or noise blankets between the construction area and the LBV habitat can be constructed to avoid the indirect effects of noise on LBV and to reduce the construction halts. Even with the temporary noise wall, preconstruction surveys are required unless the USFWS and CDFW									

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	have confirmed in writing that the surveys are not required.									
Biology	**JPR-1**. **Invasive Species/Upland Temporary Impacts Measure.** For the duration of construction, any lands disturbed and left bare (i.e., not under active ground disturbance) for a period of 30 days or greater will be inspected by a qualified biologist for growth of non-native plant species listed as Moderate or High by the California Invasive Plant Council (Cal-IPC) (e.g., stinknet [*Oncosiphon pilulifer*], tocalote [*Centaurea melitensis*]). If detected, these species, with the exception of non-native grasses, shall be removed by a qualified landscape contractor with experience in native ecosystems by mechanical means (e.g., mowing, string trimming) or application of herbicide by a California licensed applicator within 5 days of detection. These removal efforts will focus on removal prior to seed setting/development. All material from species with a Cal-IPC rating of Moderate or High will be bagged, removed, and disposed of off site. Areas containing vegetation proposed as temporary impacts will be returned to pre-project or better condition upon completion of construction. A native seed mix appropriate to the vegetation community being impacted will be developed by a qualified biologist and reviewed and approved in writing by the RCA. Hydroseeding will occur during the first fall (September through October) following the completion of construction and would be subject to non-native plant control methods outlined above if left bare for a period of 30 days or greater prior to hydroseeding. The hydroseed mix must avoid use of invasive, non-native plant species listed in Table 6-2 of the MSHCP. These areas will be inspected by a qualified biologist for growth of non-native plant species listed as Moderate or High by Cal-IPC on a quarterly basis (June through January) and monthly during the growing season (approximately February through May) following hydroseeding. All species listed as Moderate or High by Cal-IPC will be removed following the methods outlined above. Maintenance/monitoring will cease once the absolute cover of native species reflects pre-project condition and absolute cover of vegetation within the temporary impact areas is equal to or better than pre-project condition. A memo will be provided to the RCA demonstrating completion (including photographs). These activities will be included in and implemented as part of the project construction schedule.	Joint Project Review, Project Information, a) Project Documentation	Yes	RCTC (Preparation), Resident Engineer, Contractor (Implementation)						No
	JPR-2. Riparian/Riverine Mitigation and Habitat Mitigation Monitoring Plan Measure. Permanent impacts on 1.06 acres of riparian/riverine resources will be offset at a 3:1 ratio, including establishment/re-establishment at a minimum 1:1 ratio and the remainder 2:1 ratio can be a combination of establishment/re-establishment and/or rehabilitation, through either (1) onsite permittee-responsible mitigation of riparian/riverine resources, (2) the purchase of establishment/re-establishment and/or rehabilitation credits	Joint Project Review, Other Plan Requirements, a) Riparian/Riverine	Yes	RCTC (Preparation), Resident Engineer, Contractor (Implementation)						Yes

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	from an approved mitigation bank within the MSHCP Plan Boundary (e.g., Riverpark Mitigation Bank), or (3) offsite permittee-responsible mitigation of riparian/riverine resources. If permittee-responsible mitigation will be the final mitigation strategy, a Habitat Mitigation and Monitoring Plan (HMMP) with success criteria will be drafted with review and approval by RCA and the Wildlife Agencies (i.e., California Department of Fish and Wildlife and United States Fish and Wildlife Service) obtained prior to construction to ensure selected mitigation is biologically equivalent or superior. Temporary impacts on 3.36 acres of riparian/riverine resources will be restored in place at a 1:1 ratio plus at a 0.25:1 ratio by the purchase of establishment/re-establishment credits from an approved mitigation bank within the MSHCP Plan Boundary (e.g., Riverpark Mitigation Bank) or through offsite permittee-responsible mitigation of riparian/riverine resources. Temporary impacts will be addressed in an HMMP with success criteria, which will be provided for review and approval by the RCA and Wildlife Agencies prior to ground disturbance activities. The project will complete construction in phases, and each phase area will be determined as project funding becomes available. Therefore, Riverside County Transportation Commission (RCTC) will not complete all mitigation requirements for the entire project prior to the initiation of construction of the project, but rather, will complete the mitigation requirements for each phase prior to construction of that phase. Once a phase area is defined, the required mitigation for MSHCP resources will be qualified and quantified based on the impacted riparian/riverine resources, as identified in these JPR findings, within that phase area. These details on project phases and required mitigation will be provided in a JPR addendum to the RCA and Wildlife Agencies prior to ground disturbance activities. If project impacts on MSHCP resources and mitigation strategies proposed differ from what is described in these JPR findings, an amendment to the JPR may be required.									
	JPR-3. Least Bell's Vireo Avoidance and Minimization Measure. To avoid indirect impacts, project construction and site preparation activities including but not limited to vegetation clearing and grubbing within 300 feet of least Bell's vireo habitat will be conducted outside of the least Bell's vireo breeding season (March 15 to September 30). This will require that a qualified biologist oversee the establishment of a highly visible and maintained 300-foot buffer. Maintenance of the buffer will be performed weekly, but more often if needed. If construction activities must occur during the breeding season, pre-construction surveys to determine if least Bell's vireo occurs within 300 feet of project construction will occur once a week for three consecutive weeks within the breeding season, with the last visit no more than 3 days prior to commencement of construction activities. The preconstruction survey visits will be conducted by a qualified biologist familiar	Joint Project Review, Other Plan Requirements, a) Riparian/Riverine	Yes	RCTC (Preparation), Resident Engineer, Contractor (Implementation)						No

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	with songs, whisper songs, calls, scolds, and plumage characteristics of adult and juvenile vireos. Surveys will be conducted between dawn and 11:00 am. Surveys will not be conducted during periods of excessive or abnormal cold, heat, wind, rain, or other inclement weather that individually or collectively may reduce the likelihood of detection. Surveys will not cover more than 3 linear kilometers (2 miles) or more than 50 hectares (123 acres) of habitat on any given day. Prior to performing the preconstruction surveys, a map will be created illustrating the least Bell's vireo habitat and all detections of least Bell's vireo will be mapped and tracked. Directly following the preconstruction surveys, weekly clearance surveys will be performed following the same methodology stated above for the preconstruction surveys. Again, all detections of least Bell's vireo are to be mapped with behavior tracked across detections/sightings. The qualified biologist must have experience with nesting ecology and behavior of least Bell's vireo to determine pre-nesting/nesting behavior. The MSHCP does not provide "take" of least Bell's vireo which includes negatively modifying foraging and nesting behavior. If at any time it is determined by the qualified biologist that construction activities are negatively affecting least Bell's vireo, including modification of behavior, work will be halted and CDFW and USFWS will be contacted on next steps. Daily noise monitoring will be required during the breeding season. A qualified biological monitor must be present to measure noise levels at the edge of all suitable habitat and work shall cease if, at any time, noise levels exceed 60 dB due to construction activities, or the existing ambient level if that is over 60 dB. Noise monitoring will continue throughout the breeding season or until construction activities have halted within 300 feet of least Bell's vireo habitat. CDFW and USFWS can be contacted on next steps if the project is not able to reduce the noise. For areas where preconstruction ambient noise levels exceed 60 dB, pre-construction, ambient noise measurements can be taken by a qualified entity during the full daylight period (sunrise to sunset), and subsequently determine the median average ambient noise level that can be used as the baseline in lieu of 60 dB. For projects that need to perform nighttime construction activities the same would be done as above but with measurements taken during the full nighttime period (sunset to sunrise). Although not required, for some projects it may be useful to construct a temporary noise wall between the construction area and the habitat to maximize avoidance of indirect effects to least Bell's vireo and reduce potential for project halts. The preconstruction and clearance surveys will still be required to ensure full avoidance has been met by the project during the least Bell's vireo breeding season unless USFWS and CDFW have confirmed in writing that such surveys are not necessary.									

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Other	**GHG-2** The Project will incorporate the use of energy-efficient lighting.	Section 3.3.4, EIR/EA	Yes	RCTC, Resident Engineer, Contractor						Yes
Other	**GHG-3** Bids will be solicited that include use of energy and fuel-efficient fleets in accordance with current practices.	Section 3.3.4, EIR/EA	Yes	RCTC						Yes
Other	**GHG-6** Select Project features that minimize the need for irrigation and nonnative plants.	Section 3.3.4, EIR/EA	Yes	RCTC						Yes
Other	**GHG-7** Install urban planting/vegetation, especially canopy trees, to reduce “heat island” effects.	Section 3.3.4, EIR/EA	Yes	RCTC, Resident Engineer, Contractor						Yes
Other	**GHG-8** Incorporate native plants and vegetation to the Project design. Replace more vegetation than was removed to increase carbon sequestration.	Section 3.3.4, EIR/EA	Yes	RCTC, Resident Engineer, Contractor						Yes
Other	**GHG-9** Avoid an ultimate (new trees at projected maturity) net loss of tree canopy within the Project limits through a combination of preservation and new planting.	Section 3.3.4, EIR/EA	Yes	RCTC, Resident Engineer, Contractor						Yes
Other	**GHG-10** Include landscaping components such as mulch and compost application to improve carbon sequestration rates in soils and reduce organic waste.	Section 3.3.4, EIR/EA	Yes	RCTC, Resident Engineer, Contractor						Yes
Other	**GHG-11** During final design, a Life Cycle Cost Analysis (LCCA) will be performed, which will ensure long-life pavement structures will be designed to withstand the projected increase in ambient temperatures and changes in precipitation in the Project area as much as feasible. Specifically, adjustments will be made to the pavement binder and mix design specifications to better match expected future environmental conditions. Additionally, stiffer asphalt grades and slower-aging binders will be utilized as needed to address increased temperatures and projected temperature change, along with adjustments to the pavement structural design to account for temperature and climatic changes. Incorporation of design elements, like shorter joint spacing and others, will occur to reduce damage from high temperatures. Concrete pavements will be designed to limit moisture damage and shrinkage as much as feasible.	Section 3.3.4, EIR/EA	Yes	RCTC (Preparation), Resident Engineer, Contractor (Implementation)						Yes
Air Quality	**AQ-5** To offset construction emissions from the Project, promote travel-mode shift, and reduce bus travel times, RCTC will develop a program prior to Express Lanes being open to travel that includes the establishment of the Riverside County Free Rail Pass Program and the expansion of the Riverside Transit Agency’s (RTA’s) CommuterLink Route 206. The Riverside County Free Rail Pass Program is a 2-year program that launched in March 2025 and offers temporary free Metrolink passes to Riverside County residents to reduce the cost of using public transportation in order to encourage residents to use public transportation more often on a permanent basis. This program includes public outreach efforts that maximize the participation of disadvantaged and low-income populations to encourage transit use. If additional funding becomes available, RCTC will extend this program beyond the current funding of 2 years.	Sections 2.2.1, 2.2.5, 2.2.6, 3.1.3, 3.1.8, 3.1.11, 3.1.21, and 3.3.3, EIR/EA	Yes	RCTC						Yes

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	This measure will help offset construction emissions from the Project. RCTC will work with RTA to improve and potentially expand RTA's existing CommuterLink bus service, which currently operates along I-15 between Temecula and Corona. At a minimum, RTA buses will be permitted to utilize the Express Lanes at no cost within the Project limits upon the opening of the Project.									

ROW/PURCHASING

No avoidance, minimization, or mitigation measures would be implemented during the Right of Way/Purchasing phase of the Project.

PRE-CONSTRUCTION

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
Utilities	**UT-2** Prior to grading activities, RCTC's resident engineer or designated contractor will require the designated contractor to notify Underground Service Alert (USA), at least 2 days prior to excavation, by calling 811 to require that all utility owners within the Project disturbance limit identify the locations of underground transmission lines and other utility facilities.	Section 2.2.7, EIR/EA	Yes	RCTC, Resident Engineer						No
Cultural Resources	**CR-3 Environmentally Sensitive Areas** The establishment of ESAs and barriers within and adjacent to archaeological sites P 33 000108, P-33-000630, P-33-001099, and P-33-002992 shall protect elements of these resources in place for the duration of the Project. The ESAs will be marked on plans and delineated in the field by a Caltrans archaeologist. No excavation or subsurface ground disturbance will occur within the delineated ESA. In addition, construction personnel will be informed of historic preservation laws that protect archaeological sites against any disturbance or removal of artifacts.	Section 2.2.10, EIR/EA	Yes	RCTC, Caltrans District 8 Archaeologist, Resident Engineer, Contractor	2023 SS Section: 14-1.02, 16-2.03					No
Water Quality	**WQ-4 Batch Plant.** If a batch plant or crushing plant is needed for this Project and will be located off site or within the state right-of-way, then RCTC will obtain coverage under the Industrial NPDES permit, Order No. 2014-0057-DWQ, CAS000001, to address discharges from these manufacturing facilities.	Section 2.3.2, EIR/EA	Yes	RCTC, Resident Engineer, Contractor	2023 SS Section: 13-1.01D(2)					No
Hazardous Waste	**HW-5 Construction Health and Safety Plan.** Prior to construction, RCTC's resident engineer or designated contractor will ensure the development of a Health and Safety Plan (HASP) to be implemented during	Section 2.3.5, EIR/EA	Yes	RCTC, Resident Engineer, Contractor						No

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	construction activities. A Certified Industrial Hygienist will review this plan, based on evaluations of proposed construction activities, the potential hazards identified in this report, and any future assessment prepared for the Project. This plan will contain specific procedures for encountering expected and unexpected contaminants, including silica sand associated with the Coronita Ranch Sand Deposit site. It will prescribe safe work practices, contaminant monitoring, personal protective equipment, emergency response procedures, and safety training requirements to protect construction workers and third parties. The plan will meet the requirements of 29 Code of Federal Regulations 1910 and 1926, and all other applicable federal, state, and local regulations and requirements. The designated contractor will be responsible for preparing the HASP before the start of construction.									
Hazardous Waste	**HW-6 Contaminated Media Management Plan.** Prior to construction, RCTC's resident engineer or designated contractor will ensure the preparation of a Contaminated Media Management Plan (CMMP). This plan will include procedures for contaminant monitoring and identification, temporary storage, handling, treatment, and disposal of waste and materials (including soil), in accordance with applicable federal, state, and local regulations and requirements. The designated contractor will be responsible for preparing the CMMP before the start of construction.	Section 2.3.5, EIR/EA	Yes	RCTC, Resident Engineer, Contractor	2023 SS Section: 14-11, 14-11.13					No
Hazardous Waste	**HW-7 Construction Contingency Plan.** Prior to construction, RCTC's resident engineer will ensure the preparation of a Construction Contingency Plan (CCP), in accordance with the guidance provided in Chapter 7-107 of the Caltrans Construction Manual for handling and dealing with unknown hazards (see Figure 7-1.1 of the Caltrans Construction Manual for Caltrans Unknown Hazards Procedure). This plan will include provisions for responding to events such as the discovery of unidentified underground storage tanks (UST), hazardous materials, petroleum hydrocarbons, or hazardous or solid wastes during construction. This plan will address UST decommissioning, field screening, and material testing methods; mitigation and contaminant management requirements; and health and safety requirements for construction workers. If an unexpected release of hazardous substances is found in reportable quantities, the National Response Center must be notified by calling 1-800-424-8802, and cleanup must be coordinated with environmental agencies. The designated contractor will be responsible for preparing the CCP before the start of construction.	Section 2.3.5, EIR/EA	Yes	RCTC, Resident Engineer, Contractor						No

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
Biology	**NC-1 (NES BIO-1) Vegetation Clearing Restrictions.** Clearing of natural vegetation (including sage scrub) will be performed outside of the active breeding season for birds, as defined in the MSHCP (March 1 through June 30) (MSHCP Volume I, Section 7.5.3), except for Riversidian Sage Scrub (RSS) (including disturbed) judged to be potentially suitable habitat for (and/or occupied by) coastal California gnatcatcher and within MSHCP Criteria Areas. For these areas, the habitat removal restriction is extended from June 30 to August 15. If gnatcatcher breeding season avoidance is not possible, protocol-level focused surveys for coastal California gnatcatcher, consistent with the USFWS survey guidelines, would be performed prior to any vegetation removal or other site disturbance. If the species is found, vegetation clearing will be avoided until after August 15. In addition, for riparian/riverine vegetation occupied by least Bell's vireo (LBV), vegetation removal cannot occur through September 15. Table 2.4.1 5 summarizes the locations of (1) natural vegetation communities within the LOD that have the March 1 through June 30 restriction, (2) sage scrub with the June 30 and the August 15 clearing restriction, and (3) riparian/riverine vegetation with a clearing restriction through September 15 (refer to Figure 2.4.1 2 for an illustration of these vegetation communities).	Sections 2.4.1, 2.4.2, 2.4.3, 2.4.4, and 2.4.5, EIR/EA	Yes	RCTC, Project Biologist, Resident Engineer, Contractor	2023 SS Section: 14-6.03B					No
Biology	**NC-13 (NES BIO-13) LODs and ESAs.** The LODs, including the upstream, downstream, and lateral extents on either side of any stream adjacent to the Project's LOD, will be clearly defined and marked in the field. Biological monitors will review the LODs prior to initiation of construction activities (MSHCP Volume I, Section 7.5.3, and MSHCP Volume I, Appendix C). ESA fencing will be installed during construction to ensure avoidance of jurisdictional areas and riparian habitat.	Sections 2.4.1, 2.4.4, and 2.4.5, EIR/EA	Yes	RCTC, Project Biologist, Resident Engineer, Contractor						No
Other	**Caltrans Standard Specifications Section: 7-1.02M(2) Fire Prevention** The contractor shall comply with all requirements stated in Caltrans Standard Specifications Section 7-1.02M(2). The contractor shall ensure that emergency contact information for the California Department of Forestry and Fire Protection unit headquarters, the U.S. Forest Service ranger district office, and the Bureau of Land Management field office are obtained, distributed, and posted throughout the job site as required. The contractor shall ensure that Hydrocarbon-fueled engines, both stationary and mobile, are equipped with spark arresters per Public Resources Code Section 4442, excluding exempted vehicles stated in Caltrans Standard Specification 7-1.02M(2). The contractor shall follow requirements regarding ashtrays, flammable materials, and clear and grub activities. The contractor shall have all fire equipment	Section 3.3, Wildfire EIR/EA	Yes	RCTC, Resident Engineer, Contractor	2023 SS Section: 7-1.02M(2)					No

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	listed in Caltrans Standard Specification 7-1.02M(2) readily available on the job site. The contractor must furnish a pickup truck and driver that would be available for fire control during working hours. The pickup truck and operator must patrol the construction area for at least a half-hour after job site activities have ended. In addition to being available, the truck and operator must patrol the area of construction from noon until at least a half-hour after job site activities have ended. If the fire danger rating is “very high” or “extreme” per the California Department of Forestry and Fire Protection, the U.S. Forest Service, and the Bureau of Land Management class ratings, or if a “fire weather watch” or “red flag warning” is issued, the truck and operator must patrol the construction area while work is being done and for at least a half-hour after job site activities have ended. The contractor shall follow the protocol outlined in Caltrans Standard Specifications Section: 7-1.02M(2) when the fire danger rating is "very high" or "extreme." The engineer may suspend work wholly or in part due to hazardous fire conditions. The days during this suspension would be non-working days. If field and weather conditions become such that the work is suspended, Caltrans Standard Specifications Section 7-1.02M(2) would not be enforced for the period of the suspension.									

CONSTRUCTION

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
Other	**FIRE-1** To minimize risk of fires during construction activities, RCTC’s resident engineer or designated contractor will ensure the implementation of the following minimization measures: a. Coordinate with CALFIRE and local fire departments to identify and maintain defensible spaces around active construction areas. b. Coordinate with CALFIRE and local fire departments to identify and maintain firefighting equipment (e.g., extinguishers, shovels, water tankers) in active construction areas. c. Post emergency services phone numbers (i.e., fire, emergency medical, police) in visible locations in all active construction areas.	Section 2.2.7, EIR/EA	Yes	RCTC, Resident Engineer, Contractor						No
Other	**UT-1** During construction, RCTC’s resident engineer or designated contractor will ensure that all public utility lines, pipes, and cables within the Project limits continue to meet the needs of residents and businesses in the community. In addition, arrangements must be made to avoid disruption of utility services. If interruption in service is unavoidable, notice must be given and proper arrangements will be made with residents and businesses.	Section 2.2.7, EIR/EA	Yes	RCTC, Resident Engineer, Contractor						No

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
Cultural Resources	**CR-1 Unanticipated Discoveries** If cultural materials are discovered during construction, all earthmoving activity within 60 feet of the discovery area will be diverted until a qualified archaeologist can assess the nature and significance of the find.	Section 2.2.10, EIR/EA	Yes	RCTC, Project Archaeologist, Resident Engineer, Contractor	2023 SS Section: 14-1.02, 14-2.03A					No
Cultural Resources	**CR-2 Human Remains** If human remains are discovered, State Health and Safety Code Section 7050.5 states that further disturbances and activities shall cease in any area or nearby area suspected to overlie remains, and the county coroner contacted. Pursuant to Public Resources Code Section 5097.98, if the remains are thought to be Native American, the coroner will notify the Native American Heritage Commission (NAHC), which will then notify the Most Likely Descendant (MLD). At this time, the person who discovered the remains will contact the District 8 Native American Coordinator Julie Scrivner at (909) 260-8265 so that he may work with the MLD on the respectful treatment and disposition of the remains. Further provisions of PRC Section 5097.98 are to be followed as applicable.	Section 2.2.10, EIR/EA	Yes	RCTC, Project Archaeologist, Caltrans Native American Coordinator, Resident Engineer, Contractor	2023 SS Section: 14-2.03A					No
Cultural Resources	**CR-4 The Establishment of Archaeological Monitoring Areas** Archaeological monitor(s) as assigned by Caltrans shall monitor all ground-disturbing construction-related activities within AMAs that have been established within or adjacent to archaeological sites P-33-000108, P-33-000630, P-33-001099, and P-33-00292. The Resident Engineer will notify Caltrans' Professionally Qualified Staff (PQS) Principal Investigator or equivalent PQS consultant Principal Investigator (archaeological monitor) at least two weeks in advance of construction to ensure that they will be available to monitor and review the ESA boundary protection. A construction schedule will be provided. The engineer and the archaeological monitor will conduct a field review at least 5 business days before the start of job-site activities. The archaeological monitor will monitor ground-disturbing activities within the AMA; a Native American monitor may also be present. If the ESA is breached, the archaeological monitor will have the authority to immediately: 1. Stop all work within 60 feet of the ESA boundary. 2. Secure the area. 3. Notify the engineer. Upon completion of construction, the Caltrans PQS archaeologist or equivalent PQS consultant archaeologist will remove the fencing and fill any post holes with soil removed during the installation of clean fill. An Archaeological Monitoring Report will be completed detailing the results of the monitoring efforts when the monitoring effort has been terminated.	Section 2.2.10, EIR/EA	Yes	RCTC, Caltrans Archaeologist, Project Archaeologist, Resident Engineer, Contractor	2023 SS Section: 14-2.03B, 16-2.03					No
Water Quality	**WQ-1 Comply with Construction General Permit.** During construction, the Riverside County Transportation Commission (RCTC) will ensure that the Project is in compliance with the requirements prescribed in the Caltrans NPDES Statewide Stormwater Permit (Order 2022-0033-DWQ, NPDES No. CAS000003, adopted September 22, 2022 and effective January 1, 2023), the NPDES General Permit for Stormwater Discharges of Stormwater Runoff Associated with Construction Activities (Order WQ 2022-0057-DWQ, adopted September 8, 2022 and effective September 1, 2023), and any subsequent permit in effect at the time of construction.	Section 2.3.2, EIR/EA	Yes	RCTC, Resident Engineer, Contractor	2023 SS Section: 13-1.01D(2)					No
Water Quality	**WQ-3 Water Quality Monitoring During Construction.** As a requirement of a Risk Level 2, RCTC will ensure that water quality will be monitored by including a Stormwater Annual Report and a Sampling and Analysis Plan as directed by the Construction General Permit.	Section 2.3.2, EIR/EA	Yes	RCTC, Resident Engineer, Contractor	2023 SS Section: 13-3.01C(2)(b) and 13-3.01C(2)(b)(ii)					No

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
Water Quality	**WQ-5 Dewatering.** During construction, RCTC will ensure that construction site dewatering will comply with the General Waste Discharge Requirements for Discharges to Surface Waters That Pose an Insignificant (de minimis) Threat to Water Quality (Order No. R8-2015-0004, NPDES No. CAG998001) and any subsequent updates to the permit at the time of construction. This permit addresses temporary dewatering operations during construction. Dewatering BMPs will be used to control sediment and pollutants, and the discharges will comply with the WDRs issued by the SARWQCB.	Section 2.3.2, EIR/EA	Yes	RCTC, Resident Engineer, Contractor						No
Water Quality	**WQ-6 Treatment Prevention BMPs.** Post-construction, RCTC will ensure that Caltrans approved treatment BMPs will be implemented and will operate as designed, consistent with the requirements of NPDES Permit and WDRs for Caltrans Order No. 2022-0033-DWQ, NPDES No. CAS000003, (adopted September 22, 2022 and effective January 1, 2023), and any subsequent permits in effect at the time of construction. Treatment BMPs will be limited to Caltrans-approved list of treatment BMPs and trash capturing devices, and they will treat 100 percent of the Water Quality Volume of the PCTA.	Section 2.3.2, EIR/EA	Yes	RCTC, Resident Engineer, Contractor						No
Water Quality	**WQ-7 Design Pollution Prevention BMPs.** Post-construction, RCTC will ensure that design pollution prevention BMPs are implemented. These BMPs will include, but are not limited to, preserving existing vegetation and slope/surface protection systems (benching/terracing, slope rounding, and reducing gradients [incorporate 4:1 slopes or flatter]).	Section 2.3.2, EIR/EA	Yes	RCTC, Resident Engineer, Contractor						No
Water Quality	**WQ-8 Maintenance BMPs.** Post-construction, RCTC will ensure that maintenance BMPs will be implemented. These BMPs will include, but are not limited to, drain inlet stenciling, treatment BMP marker panels, and any others identified by the Caltrans Maintenance Department and consistent with those shown in the Project Planning and Design Guide (Caltrans 2019) and Maintenance Manual (Caltrans 2017).	Section 2.3.2, EIR/EA	Yes	RCTC, Resident Engineer, Contractor						No
Hazardous Waste	**HW-2 Treated Wood Waste.** Wooden guardrail posts may contain creosote and pentachlorophenol. During construction, RCTC's resident engineer or designated contractor will ensure that treated wood objects are handled as treated wood waste and managed per Chapter 34, Title 22 California Code of Regulations Sections 67386.1 through 67386.12, "Alternative Management Standards for Treated Wood Waste," and in accordance with Caltrans Standard Specifications, Section 14-11.14 Treated Wood Waste. All treated wood waste (TWW) should be properly disposed at a landfill permitted to accept TWW.	Section 2.3.5, EIR/EA	Yes	RCTC, Resident Engineer, Contractor	2023 SS Section: 14-11.14					No
Hazardous Waste	**HW-3 Paint and Thermoplastic Striping.** Paint used for traffic striping and pavement marking may contain lead chromate. During construction, RCTC's resident engineer or designated contractor will ensure that sampling, analysis, removal, and disposal of any traffic striping and pavement materials will be completed in accordance with Construction Program Procedure Bulletin 99 2, and Caltrans Standard Specifications, Section 14-11.12. Removal of Yellow Traffic Stripe and Pavement Marking with Hazardous Waste Residue and Section 36-4 Residue Containing Lead from Paint and Thermoplastic (2018) and be consistent with the requirements within Caltrans Construction Manual, Chapter 7-107E Removing Yellow Traffic Stripe and Pavement Marking with Hazardous Waste Residue (2019). Before disposal, the contractor is required to sample the removed material for proper waste classification. Yellow traffic stripe and pavement marking that is characterized as hazardous waste requires disposal to a Department of Toxic Substances Control permitted Class I disposal facility.	Section 2.3.5, EIR/EA	Yes	RCTC, Resident Engineer, Contractor	2023 SS Section: 14-11.12, 36-4					No
Hazardous Waste	**HW-4 Construction Generated Hazardous Waste.** Construction of the proposed Project may generate hazardous waste. Hazardous wastes generated during construction of the proposed Project would require disposal and could include used oil (not hazardous), sediment from vehicle washing, petroleum materials, cleaning solvents, and paint. RCTC's resident engineer or designated contractor will ensure that all hazardous waste generated during construction will be handled, stored, and disposed of in accordance with Caltrans Standard Specifications, Section 7-107A of the Construction Manual.	Section 2.3.5, EIR/EA	Yes	RCTC, Resident Engineer, Contractor	2023 SS Section: 14-11, 14-11.13					No
Air Quality	**AQ-1** During clearing, grading, earthmoving, or excavation operations, fugitive dust emissions be controlled by regular watering or other dust preventive measures using the following procedures, as specified in South Coast Air Quality Management District (SCAQMD) Rule 403. All material excavated or graded will be sufficiently watered to prevent excessive amounts of dust. Watering will occur at least twice daily with complete coverage, preferably in the late morning and after work is done for the day. All material transported on site or off site will be either sufficiently watered or securely covered to prevent excessive amounts of dust. The areas disturbed by clearing, grading, earthmoving, or	Section 2.3.6, EIR/EA	Yes	RCTC, Resident Engineer, Contractor						No

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	excavation operations will be minimized so as to prevent excessive amounts of dust. These control techniques will be indicated in project specifications. Visible dust beyond the property line emanating from the project will be prevented to the maximum extent feasible.									
Air Quality	**AQ-2** Project grading plans will show the duration of construction. Ozone precursor emissions from construction equipment vehicles will be controlled by maintaining equipment engines in good condition and in proper tune per manufacturers' specifications.	Section 2.3.6, EIR/EA	Yes	RCTC, Resident Engineer, Contractor						No
Air Quality	**AQ-3** All trucks that are to haul excavated or graded material on site will comply with State Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2), and (e)(4), as amended, regarding the prevention of such material spilling onto public streets and roads.	Section 2.3.6, EIR/EA	Yes	RCTC, Resident Engineer, Contractor						No
Air Quality	**AQ-4** The contractor will adhere to Caltrans Standard Specifications for Construction (Section 14-9.02) that specifically requires compliance by the contractor with all applicable laws and regulations related to air quality, including air pollution control district and air quality management district regulations and local ordinances.	Section 2.3.6, EIR/EA	Yes	RCTC, Resident Engineer, Contractor	2023 SS Section: 14-9.02					No
Noise	**N-1** The contractor will implement appropriate noise reduction measures to minimize temporary noise impacts, including changing the location of stationary construction equipment, turning off idling equipment during construction activities, rescheduling construction activities as necessary to be in conformance with applicable requirements, notifying adjacent residents in advance of construction work, and installing acoustic barriers around stationary construction noise sources as necessary in conformance with applicable requirements. To further minimize construction noise impacts on adjacent sensitive land uses, the contractor will ensure that noise levels from contractor operations, between the hours of 9:00 p.m. and 6:00 a.m., do not exceed 86 dBA Lmax at a distance of 50 feet from the job site, in accordance with Caltrans Standard Specifications Section 14-8.02 and Standard Special Provision 14-8.02.	Section 2.3.7, EIR/EA	Yes	RCTC, Resident Engineer, Contractor	2023 SS Section: 14-8.02					No
Other	**EN-1** The contractor will adhere to Caltrans Standard Specifications for Solid Waste Disposal and Recycling (Section 14-10) and Disposal Documentation (Section 14-11.13B(6)).	Sections 2.2.1 and 2.3.8, EIR/EA	Yes	RCTC, Resident Engineer, Contractor	2023 SS Section: 14-10, 14-11.13B(6)					No
Other	**EN-2** Light fixtures and traffic signals will be replaced or installed with highly efficient light-emitting diodes (LEDs), including toll pricing signs.	Section 2.3.8, EIR/EA	Yes	RCTC, Resident Engineer, Contractor						No
Biology	**NC-2 (NES BIO-2) Dust Control**. Active construction areas will be watered regularly to control dust and thus minimize impacts on adjacent vegetation (MSHCP Volume I, Section 7.5.3).	Sections 2.4.1 and 2.4.6, EIR/EA	Yes	RCTC, Project Biologist, Resident Engineer, Contractor						No
Biology	**NC-3 (NES BIO-3) Fire Suppression.** When work is conducted during the fire season (as identified by the Riverside County Fire Department) adjacent to RSS (Figure 2.4.1 2), appropriate firefighting equipment (e.g., extinguishers, shovels, water tankers) will be available on the Project site during all phases of Project construction to help minimize the chance of human-caused wildfires. Shields, protective mats, and/or other fire preventative methods will be used during grinding, welding, and other spark-inducing activities. Personnel trained in fire hazards, preventative actions, and responses to fires will advise contractors regarding fire risk from all construction-related activities (MSHCP Volume I, Section 7.5.3).	Sections 2.4.1, 2.4.6, and 3.2, EIR/EA	Yes	RCTC, Project Biologist, Resident Engineer, Contractor						No
Biology	**NC-4 (NES BIO-4) Biological Training.** A qualified biologist will conduct a training session for Project and construction personnel (MSHCP Volume I, Section 7.5.3) prior to grading. The training will include a description of the species of concern and their habitats, the general provisions of the Endangered Species Acts (FESA and CESA) and the MSHCP,	Section 2.4.1, EIR/EA	Yes	RCTC, Project Biologist, Resident						No

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	the need to adhere to the provisions of the acts and the MSHCP, the penalties associated with violating the provisions of the acts, the general measures that are being implemented to conserve the species of concern as they relate to the Project, and the access routes to and Project site boundaries within which the Project activities must be accomplished (MSHCP Volume I, Appendix C). All sensitive areas will be fenced as presented in Avoidance and Minimization Measure NC-6 (NES BIO-6), Construction and Project Limits, below.			Engineer, Contractor						
Biology	**NC-5 (NES BIO-5) Biological Monitoring.** The qualified Project Biologist will monitor construction activities for the duration of the Project to ensure that practicable measures are being employed and avoid incidental disturbance of habitat and species of concern outside the LOD (MSHCP Volume I, Section 7.5.3). Special attention will be provided to ensure that the environmentally sensitive area (ESA) fencing required in Avoidance and Minimization Measure NC-6 (NES BIO-6), Construction and Project Limits, is maintained daily. Additionally, ongoing monitoring and reporting will occur for the duration of the construction activity to ensure implementation of BMPs. This will be done in concert with Avoidance and Minimization Measure NC-6 (NES BIO-6), Construction and Project Limits, below, which includes the fencing of sensitive areas.	Sections 2.4.1, and 2.4.6, EIR/EA	Yes	RCTC, Project Biologist, Resident Engineer, Contractor						No
Biology	**NC-6 (NES BIO-6) Construction and Project Limits.** Construction personnel will strictly limit their activities, vehicles, equipment, and construction materials to the proposed LOD and designated staging areas and routes of travel. The construction area(s) will be the minimal area necessary to complete the Project and will be specified in the construction plans. Construction limits adjacent to sensitive resource areas will be demarcated using ESA fencing (e.g., orange snow screen). ESA fencing will be installed where sensitive biological resources have been identified by a qualified biologist. ESA fencing will be reviewed at least weekly by the biological monitor (as indicated in Avoidance and Minimization Measure NC-5 [NES BIO-5], Biological Monitoring) until the completion of all construction activities. Employees will be instructed that their activities are restricted to the construction areas (MSHCP Volume I, Appendix C). Access to sites will be from pre-existing access routes to the greatest extent possible (MSHCP Volume I, Section 7.5.3, and MSHCP Volume I, Appendix C).	Sections 2.4.1, 2.4.4, and 2.4.5, EIR/EA	Yes	RCTC, Project Biologist, Resident Engineer, Contractor						No
Biology	**NC-7 (NES BIO-7) Exotic Species.** Exotic plant species removed during construction will be properly handled to prevent sprouting or regrowth (MSHCP Volume I, Section 7.5.3). Exotic wildlife species that prey upon or displace target species of concern should be permanently removed from the site to the extent feasible (MSHCP Volume I, Appendix C). Development adjacent to the MSHCP Conservation Area will not use the plant species listed in Table 6-2 of the MSHCP, Volume I. The applicability of this list will consider the proximity of the planting area to the MSHCP Conservation Areas, species considered in the planting plans, resources to be protected within the MSHCP Conservation Area and their relative sensitivity to invasion, and barriers to plant and seed dispersal, such as walls, topography, and other features.	Section 2.4.1, EIR/EA	Yes	RCTC, Project Biologist, Resident Engineer, Contractor						No
Biology	**NC-8 (NES BIO-8) Equipment Cleaning.** Construction equipment will be cleaned of mud or other debris that may contain invasive plants and/or seeds and inspected to reduce the potential of spreading noxious weeds before mobilizing to the site and before leaving the site during the course of construction. The cleaning of equipment will occur off site.	Sections 2.4.1, 2.4.4, and 2.4.5, EIR/EA	Yes	RCTC, Project Biologist, Resident Engineer, Contractor						No
Biology	**NC-9 (NES BIO-9) Minimizing Disturbance.** The removal of native vegetation will be avoided and minimized to the maximum extent practicable. Temporary impacts will be returned to pre-existing contours and revegetated with appropriate native species (MSHCP Volume I, Appendix C). Vegetation will be covered while being carried on trucks, and vegetation materials removed from the site will be disposed of in accordance with applicable laws and regulations.	Sections 2.4.1, 2.4.4, and 2.4.5, EIR/EA	Yes	RCTC, Project Biologist, Resident Engineer, Contractor						No
Biology	**NC-11 (NES BIO-11) Access.** The permittee (in this case, Caltrans and Riverside County Transportation Commission) will have the right to access and inspect any sites of approved projects for compliance with Project approval conditions, including BMPs (MSHCP Volume I, Appendix C).	Sections 2.4.1, 2.4.4, and 2.4.5, EIR/EA	Yes	RCTC, Project Biologist, Resident Engineer, Contractor						No

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
Biology	**NC-14 (NES BIO-14) MSHCP Covered Species Avoidance.** During construction, the placement of equipment within a stream or on adjacent banks or adjacent upland habitats occupied by MSHCP covered species that are outside of the Project's LOD will be avoided (MSHCP Volume I, Section 7.5.3, and MSHCP Volume I, Appendix C).	Sections 2.4.1, 2.4.4, 2.4.5, and 2.4.6, EIR/EA	Yes	RCTC, Project Biologist, Resident Engineer, Contractor						No
Biology	**NC-16 (NES BIO-16). Riparian/Riverine Compensation.** Compensation for permanent impacts on riparian/riverine resources (including permanent shading) will occur as a combination of re-establishment and/or establishment, and potentially a component of rehabilitation, all of which will be at an equivalent or superior value at a ratio that achieves no net loss of riparian/riverine resources and wetlands.[2] Compensation can occur through permittee-responsible mitigation and/or other approved mitigation provider (measure **NC-17 [NES BIO-17]**) having equivalent or superior riparian/riverine resources and located in the vicinity of the Project. A mitigation ratio of 3:1 is proposed for permanent impacts on riparian resources, and 2:1 is proposed for permanent impacts on riverine resources, with a ratio of a minimum of 1:1 of the 3:1(or 2:1 as appropriate) as re-establishment or establishment. These ratios, along with in-kind offsite mitigation, will ensure no net loss of these habitats. Mitigation for all riparian/riverine resources will be biologically superior or equivalent to resources that are to be altered on site. The temporary impacts on riparian/riverine resources may be replaced through restoration of the temporarily affected area to pre-Project conditions, at a ratio of 1.25:1 and through permittee-responsible mitigation or other approved mitigation program. All temporary impacts would be replaced in kind or better at their current locations following preparation of both a Restoration Plan and an HMMP that would be reviewed and approved by the RCA and wildlife agencies prior to Project implementation. During restoration of riparian/riverine resources, no plant species listed in Table 6-2 of MSHCP Volume I will be planted within or adjacent to these resources. Details of the compensation for riparian/riverine resources will be provided in the DBESP (measure **NC-13 [NES BIO-13]**). Once the offsite mitigation location has been identified, a functions and values assessment will be performed to evaluate the equivalency of the resources to ensure that the requirement of biologically equivalent or superior preservation is met. The equivalency analysis will include addressing how mitigation will replace permanently altered functions and values, potential altered connectivity to downstream MSHCP resources, temporal impacts, and onsite restoration. The equivalency analysis will be reviewed and approved by RCA and the wildlife agencies prior to construction. In addition, refer to measure **TE-3 (NES BIO-23)** below for more details on LBV compensatory mitigation.	Sections 2.4.1, 2.4.2, and 2.4.4 EIR/EA	Yes	RCTC						Yes
Biology	**NC-18 (NES BIO-20). Wildlife Undercrossings.** In portions of the MSHCP Conservation Area that are assembled to provide for wildlife movement or where there is known wildlife movement, the permittee is required to maintain functionality of wildlife crossings to comply with Section 7.5.3 of the MSHCP. The following crossings were identified as described in the MSHCP to be included in the MSHCP Conservation Area to provide wildlife movement and where direct impacts from the Project are anticipated: • Indian Truck Trail (PM 30.41): MSHCP Proposed Constrained Linkage 3 • Indian Wash, Jurisdictional Feature 30.0-1 (PM 30.09): MSHCP Proposed Linkage 1 • Horsethief Canyon Wash, Jurisdictional Feature 29.1-1 (PM 29.13): MSHCP Proposed Constrained Linkage 5 • Horsethief Canyon Road (PM 28.88): MSHCP Proposed Constrained Linkage 5 • Temescal Wash (south crossing), Jurisdictional Feature 28.1-1 (PM 28.04): Proposed Constrained Linkage 6 • Lake Street (PM 26.69): Proposed Core 1 (linking north and south I-15) • Gavilan Wash/Alberhill Creek, Jurisdictional Feature 25.5-1 (PM 25.54): Proposed Core 1 (linking east and west of I-15)	Sections 2.4.1, 2.4.4, and 2.4.5, EIR/EA	Yes	RCTC, Project Biologist, Resident Engineer, Contractor						No

[2] Mitigation ratios may differ based on the location of riparian/riverine resources within the LOD. For example, riparian habitat within Temescal Wash may be mitigated at a higher ratio due to the quality of functions and values for wildlife movement, "live-in" habitat for sensitive species (i.e., LBV), and water quality functions.

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	• Jurisdictional Features 25.3-3/25.3-4 (PM 25.38); Proposed Core 1 (linking east and west of I-15) • Jurisdictional Features 25.3-1/25.3-2 (PM 25.32): Proposed Core 1 (linking east and west of I-15) To maintain functionality at these wildlife crossings, the following will apply: Prior to construction, a Wildlife Crossing Plan to address potential modifications in wildlife movement at the above-identified wildlife crossings during construction will be prepared by a qualified biologist. The Wildlife Crossing Plan will be based on the information provided in the MSHCP Consistency Analysis (consistent with Section 6.6.2 (E [2]) of the MSHCP). The plan will evaluate and provide requirements that may be considered, such as: • Construction work windows (seasonal and daily) (consistent with **BIO-1**, Vegetation Clearing Restrictions) • Construction fencing requirements to provide movement through the wildlife crossing outside of work areas (generally single-span underpasses will maintain one large, open passage area and bridges with multiple spans will have multiple open passage areas during construction) • Size of the opening(s): o A minimum width of 10 feet of crossing opening will be maintained at all times at Indian Truck Trail and Horsethief Canyon Wash, and Horsethief Canyon Road. • Restricted work areas (consistent with **BIO-6**, Construction and Project Limits, and **BIO-9**, Minimizing Disturbance) • Noise and light requirements (consistent with **BIO-18,** Lighting and Signage, **AES-4,** Lighting and Signage**, BIO-21,** Temescal Wash – Nesting Season Noise Requirements, **BIO-22,** Temescal Wash – Biological Monitoring, and Caltrans Standard Specification Section: 14-8.02 Noise Control) o A qualified biologist will confirm that night lighting is not entering the MSHCP Conservation Areas • Noise abatement during construction, maintaining noise levels within the crossing area below 100 dBA during sensitive crossing periods and/or in sensitive crossing areas, at the discretion of the qualified biologist • Treatment of edge effects (toxics, runoff [consistent with **BIO-12**, Water Pollution and Erosion Plans], invasive species avoidance [consistent with **BIO-7**, Exotic Species, and **BIO-8**, Equipment Cleaning], night lighting [consistent with **BIO-18**, Night Lighting Management]) • If it is determined that the natural dry ledges are insufficient during periods of inundation for wildlife movement, then this will be re-evaluated and artificial ledges may be required The biological monitor (**BIO-5,** Biological Monitoring) will ensure that the requirements in the Wildlife Crossing Plan are implemented during construction. Wherever temporary disturbances occur to riparian/riverine areas, onsite restoration is proposed per **BIO-16,** Riparian/Riverine Compensation and **BIO-17,** Aquatic Resource Compensatory Mitigation). Temporary impacts are anticipated at all of the above aquatic crossings. A qualified biologist will review the Habitat Mitigation and Monitoring Plan (HMMP) required to be prepared (**BIO-16** and **BIO-17**) for the above-identified wildlife crossings in drainages and will assist in designing revegetation efforts relative to existing conditions, with designs such as using tree and shrubs around crossing entrances, compliant with jurisdiction design requirements, to support the wildlife in the crossing by efforts that may be considered, such as: • Installing vegetation to guide wildlife to the crossings • Providing protection for small mammals and cover for predatory species, such as mountain lion or bobcat, leading up to crossings • Ensuring revegetation mimics the surrounding natural wildlife crossing area using native species • Providing vegetation buffers to reduce noise effects on wildlife approaching the crossing • No artificial lighting will be added to wildlife crossing structures. • Treatment and management of edge effects such as lighting (consistent with **BIO-18**, Night Lighting Management), runoff, toxics (consistent with **BIO-12**, Water Pollution and Erosion Plans, **WQ-2**, Prepare a Storm Water Pollution Prevention Plan, **WQ-3**, Water Quality Monitoring During Construction, **WQ-6**, Treatment Prevention BMPs and **WQ-**									

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	7, Design Pollution Prevention BMPs and **WQ-8**, Maintenance BMPs), and invasive species (consistent with **BIO-7**, Exotic Species, and **BIO-8**, Equipment Cleaning), as described in the Avoidance and Minimization Measures, will apply to wildlife crossings. Shading is anticipated to be increased at several of the wildlife crossings through the widening of the dual bridges to fill the existing gaps between the bridges to support the new lanes of road. Modifying the length of the crossing by increasing the length decreases the openness ratio. During bridge modifications, the openness ratio of any of the above-identified modified wildlife crossings will not be reduced to less than 0.6. In crossings not identified above, wherever possible, open areas will be maintained for wildlife to cross during construction to serve as alternate crossings. Wildlife fencing, if determined to be required by the qualified biologist preparing the Wildlife Crossing Plan, would be designed to encourage animals to use the crossing and prevent access to the road. Wildlife jump outs (to allow wildlife to exit the road if wildlife becomes trapped in the roadway) may be preferrable to one-way access gates for wildlife due to maintenance issues. If fencing is to be installed, it would require a fine mesh at the bottom to direct small animals into the crossing and prevent wildlife from entering I-15.									
Biology	**NC-19 (NES BIO-24) Waste Management.** To avoid attracting predators of special-status species, the Project site will be kept as clean of debris as possible. All food-related trash items will be enclosed in sealed containers and regularly removed from the site(s) (MSHCP Volume I, Appendix C). Waste, dirt, rubble, or trash will not be deposited in the Conservation Area or on native habitat (MSHCP Volume I, Section 7.5.3).	Sections 2.4.1, 2.4.2, 2.4.4, and 2.4.5, EIR/EA	Yes	RCTC, Project Biologist, Resident Engineer, Contractor						No
Biology	**WET-1 (BIO-22) Temescal Wash – Biological Monitoring.** A qualified monitor will be present during all construction phase work occurring in or within surface waters that are within 300 feet of Temescal Wash and its tributaries.	Sections 2.4.2, 2.4.4, and 2.4.5, EIR/EA	Yes	RCTC, Project Biologist, Resident Engineer, Contractor						No
Biology	**AS-1 (NES BIO-18) Night Lighting Management.** Night lighting will be directed away from natural lands within potential MSHCP conservation areas in order to support potential linkage and core functions during construction. This is intended to protect species within potential MSHCP conservation areas from direct night lighting during construction if activities occur at night. The MSHCP requires that shielding be incorporated in project designs to ensure ambient lighting in MSHCP conservation areas is not increased (MSHCP Volume I, Section 6.1.4). For this Project, there are no proposed modifications to existing signals or proposed new signals.	Sections 2.4.4 and 2.4.5, EIR/EA	Yes	RCTC, Project Biologist, Resident Engineer, Contractor						No
Biology	**TE-1 (NES BIO-29) Insect Measures.** The planting of milkweed (for monarch) and nectar sources (for monarch and Crotch bumble bee) is not recommended within the LOD, as this may attract these species to an area where the potential for collision with vehicles is high. To protect monarch, Crotch bumble bee, and other pollinators, the following measures are to be implemented: • Avoid the planting of milkweed (for monarch) and nectar sources (for Crotch bumble bee). • Avoid the use of pesticides (i.e., insecticides and herbicides) wherever possible. If pesticides are to be used, conduct applications between March 16 and September 14, when possible. • Screen pesticides for pollinator risk to avoid harmful applications. Bee precaution pesticide ratings can be found here: https://www2.ipm.ucanr.edu/beeprecaution/. • Avoid the use of neonicotinoids or other systematic insecticides, including coated seeds, at any time of year, due to their toxic nature. • Avoid the use of soil fumigants. • Use non-chemical weed control techniques when possible (https://www.cal-ipc.org/resources/library/publications/non-chem/) (Cal-IPC 2020). • If possible, avoid the use of herbicide on blooming flowers. Herbicide use should be conducted on young plant phases, when plants are more responsive to treatment, and when pollinators are less likely to be nectaring on plants.	Section 2.4.5, EIR/EA	Yes	RCTC, Project Biologist, Resident Engineer, Contractor						No

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	• Use a targeted herbicide approach whenever possible, not large-scale broadcast application. Also, use precautions to limit herbicide drift from wind and discharge from surface water flows. • Do not plant nonnative tropical milkweed *Asclepias curassavica*. This plant species contributes to the spread of the monarch pathogen *Ophryocystis elektroscirrha*, which can be debilitating and/or lethal to monarchs. Remove any detected *Asclepias curassavica*.									
Biology	**TE-2 (NES BIO-21) Temescal Wash – Nesting Season Noise Requirements**. Between March 15 and September 15, all heavy equipment will install and maintain mufflers or other noise-reducing features when working within 300 feet of Temescal Wash. A biological monitor will monitor and log sound levels at the edge of the LOD with the riparian area to ensure noise levels do not result in a disruption to nesting birds (typically over 60 decibels). If construction noise is negatively affecting nesting birds, work will cease (unless authorized by the wildlife agencies) until adequate sound barriers can be constructed to reduce noise levels at the edge of the riparian corridor. It may be most effective to construct noise barriers well prior to March 15 to ensure construction delays do not occur. All noise barriers would need to be constructed within the LOD.	Sections 2.4.4 and 2.4.5, EIR/EA	Yes	RCTC, Project Biologist, Resident Engineer, Contractor						No
Biology	**TE-3 (NES BIO-23). LBV Habitat Compensation.** Because the federally and State-listed as endangered LBV occupies the riparian/riverine areas outside of the LOD at Temescal Wash and associated tributaries proposed for impact, and could potentially occupy the LOD prior to construction, compensation for occupied riparian/riverine habitat shall include approval of an equivalency analysis by RCA and wildlife agencies to ensure any occupied LBV lands affected by construction are replaced with equivalent lands (i.e., mitigation lands are occupied or restored to occupation), should the LOD become occupied prior to construction. Final mitigation ratios will be determined after consultation with RCA and wildlife agencies; however, at least 1:1 mitigation consisting of establishment or re-establishment of occupied lands will occur to ensure no net loss of occupied habitat. Any remaining mitigation may consist of enhancement or restoration. Final approval will occur prior to the start of Project construction, including any ground disturbance work and/or vegetation clearing.	Section 2.4.5, EIR/EA	Yes	RCTC, Project Biologist, Resident Engineer, Contractor						Yes
Biology	**TE-4 Stephens' Kangaroo Rat.** To avoid and minimize effects on Stephens' kangaroo rat (*Dipodomys stephensi*; SKR) and associated habitat, RCTC will implement the following: • Payment of the SKR HCP fee. • Monitor and report on compliance with the established take threshold for all SKR habitat associated with the Project. A biological monitor will track and identify SKR habitat that is subject to disturbance. Once the biological monitor has determined that permanent and temporary impacts on SKR habitat has reached 80 percent of the anticipated disturbance (225.58 acres), the biological monitor will map all potential SKR habitat disturbed with a sub-meter global positioning system weekly. • Reports, including geographic information system files, will be submitted to USFWS at the end of every week until ground disturbance has occurred in all planned areas.	Sections 2.4.1 and 2.4.5, EIR/EA	Yes	RCTC, Project Biologist, Resident Engineer, Contractor						No
Biology	**TE-5. Crotch Bumble Bee.** Crotch Bumble Bee Habitat Assessment. Prior to vegetation removal and/or grading, a Designated Biologist shall conduct a habitat assessment to determine whether Crotch bumble bee habitat is present or absent in the Project site and adjoining area. The habitat assessment shall be performed according to the 2023 CDFW Survey Considerations for Candidate Bumble Bee. If habitat for Crotch bumble bee is present, a Designated Biologist shall conduct focused surveys to determine presence/absence of Crotch bumble bee prior to vegetation removal and/or grading. Survey methodology shall follow the 2023 CDFW Survey Considerations for Candidate Bumble Bee (available at https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=213150). Surveys shall be conducted during the flying season when the species is most likely to be detected above ground, between March 1 to September 1, by an approved Designated Biologist familiar with Crotch bumble bee behavior and life history. Surveys shall be conducted within the Project site and areas adjacent to the Project site where suitable habitat exists. Survey results including negative findings shall be submitted to CDFW at least 30 days prior to Project-related vegetation removal and/or ground-disturbing activities. If the species is identified on site, Caltrans shall fully avoid the species absent take authorization. If the Project may result in take of Crotch bumble bee through either nest destruction or destruction of potential nests	Section 2.4.5, EIR/EA	Yes	RCTC, Project Biologist, Resident Engineer, Contractor						No

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	hidden in bunch grasses or other nesting habitat, or if complete avoidance of Crotch bumble bee cannot be achieved, Caltrans shall obtain appropriate CESA authorization (i.e., a finalized CESA ITP under Fish and Game Code section 2081) prior to initiation of Project activities.									
Other	**GHG-1:** The contractor must comply with SCAQMD's rules, ordinances, and regulations regarding air quality restrictions.	Section 3.4, EIR/EA	Yes	RCTC, Resident Engineer, Contractor						Yes
Other	**GHG-4:** The Project will maintain equipment in proper tune and working condition.	Section 3.4, EIR/EA	Yes	RCTC, Resident Engineer, Contractor						Yes
Other	**GHG-5:** Use water-efficient technologies for landscaping.	Section 3.4, EIR/EA	Yes	RCTC, Resident Engineer, Contractor						Yes

POST-CONSTRUCTION

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
Air Quality	**AQ-6.** RCTC provides vanpool subsidies through a component of the VanClub program (vanclub.net). Currently, these vanpool subsidies cease in 2029. For this Project, RCTC will fund and administer the vanpool subsidies with $15 million for an additional 5-year period starting in 2030 (the Project's Opening Year), which will be available to Riverside County residents. To further support vanpool adoption in Riverside County, RCTC Commuter Assistance will implement an Incremental Vanpool Subsidy Program. This initiative would supplement existing subsidies provided by the Los Angeles County Metropolitan Transportation Authority, Orange County Transit Authority, San Diego Association of Governments, and San Bernardino County Transportation Authority, further reducing costs for Riverside County residents.	Sections 2.2.1, 3.1.3, 3.1.8, 3.1.11, 3.1.21, and 3.3.3, EIR/EA	Yes	RCTC						Yes
Air Quality	**AQ-7.** RCTC will provide $12 million dollars to administer the IE Commuter, a rideshare program, over a 5-year period starting in 2030 (the Project's Opening Year), which will be available to Riverside County residents. To deliver the program, RCTC will manage contracts for administration, outreach, and technical services.	Sections 2.2.1, 3.1.3, 3.1.8, 3.1.11, 3.1.21, and 3.3.3, EIR/EA	Yes	RCTC						Yes
Air Quality	**AQ-8.** To accommodate growing commuter demand and support mode shift in the Inland Empire, RCTC Commuter	Sections 2.2.1, 3.1.3, 3.1.8,	Yes	RCTC						Yes

Category	Task and Brief Description	Source	Included in PS&E package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA?
	Assistance will extend existing park and ride leases beyond their current expiration in 2029 and expand the network. RCTC will oversee this effort, which is established by three-party lease agreements between property owners, Caltrans, and RCTC. The agency is committed to maintaining and expanding this vital infrastructure through 2035, with a total investment of $300,000. The number of additional leased spaces is subject to ongoing lease negotiations and property availability. RCTC is committing $300,000 to secure 94 additional spaces based on 2025 property valuations. The actual number of spaces secured by 2029 may vary depending on lease terms, site conditions, and market rates at the time of implementation.	3.1.11, 3.1.21, and 3.3.3, EIR/EA								
Biology	**NC-10 (NES BIO-10) Revegetation.** Post-construction, any temporarily disturbed areas remaining as bare ground will be hydro-seeded with a Caltrans-approved seed mix. This measure will comply with Avoidance and Minimization Measure **NC-7 (NES BIO-7)**, Exotic Species.	Sections 2.4.1, 2.4.5, and 2.4.6, EIR/EA	Yes	RCTC, Project Biologist, Caltrans District 8 Landscape Architect, Caltrans District 8 Biologist, Resident Engineer, Contractor						No
Biology	**AS-4 (NES BIO-27) Bat Roosting Habitat.** All structures on bridges and/or culverts supporting bat roosting habitat will be returned to original or better condition at the completion of construction, where feasible. Where this is not feasible, permanent loss of such habitat will be mitigated through creation of suitable roosting habitat at no less than a 1:1 ratio. This shall be coordinated with CDFW. If trees with the potential to provide roost sites for solitary bats are removed as determined by the qualified bat biologist (i.e., fan palms, riparian trees), trees will be replaced with equivalent or better at the completion of construction.	Section 2.4.4, EIR/EA	Yes	RCTC, Project Biologist, Resident Engineer, Contractor						No

AGENDA ITEM 8

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	December 10, 2025
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Joie Edles Yanez, Senior Capital Projects Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Mid County Parkway Ramona Expressway Construction Contract 3 Project Construction Award and Other Project Agreements

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Award Agreement No. 26-31-005-00 to Skanska USA Civil West California District Inc. (Skanska) to construct Mid County Parkway Ramona Expressway Construction Contract 3 (MCP3) in the amount of $107,382,285, plus a contingency amount of $12,885,875, for a total not to exceed amount of $120,268,160 and waive informalities and minor irregularities in the bid;
2) Approve the following Tribal Monitoring Agreement Amendments totaling $600,000:
    a) Agreement No. 19-31-104-02 with Cahuilla Band of Indians in the amount of $70,280;
    b) Agreement No. 19-31-105-02 with Gabrielino Tongva Nation in the amount of $47,650;
    c) Agreement No. 19-31-106-02 with Morongo Band of Mission in the amount of $87,080;
    d) Agreement No. 19-31-107-02 with Pechanga Band of Luiseno Indians in the amount of $60,580;
    e) Agreement No. 19-31-108-03 with Soboba Band of Luiseno Indians in the amount of $334,410;
3) Approve Cooperative Agreement No. 25-31-094-00, with the city of San Jacinto (City) for construction of the MCP3 project within City jurisdiction;
4) Approve Tri-Party Cooperative Agreement No. 26-31-001-00, with the Riverside County Transportation and Land Management Agency (County), city of San Jacinto, and the Commission for the pavement improvements east of MCP3 from Warren Road to Sanderson Avenue. This agreement will provide $8,000,000 to County, payable by the Commission for the pavement improvements;
5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the Agreements on behalf of the Commission;

6) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
7) Authorize the Executive Director to make changes between fund types within the total amount approved by the Commission to facilitate the most efficient use of funds.

BACKGROUND INFORMATION:

Project Overview

The MCP3 project (Project) will improve approximately 8.6 miles of Ramona Expressway in eastern Riverside County, running through unincorporated county land and the city of San Jacinto. This segment currently consists of one lane in each direction with limited passing lanes and has experienced a high rate of accidents and fatalities. The proposed improvements will expand the roadway to four lanes (two in each direction) with enhanced safety features including a raised median with delineators, a new bridge over the San Jacinto River, and traffic signals at key intersections.

Ultimate Mid County Parkway Project

The Mid County Parkway (MCP) is a proposed 16-mile east-west highway that will stretch from State Route 79 in the Hemet Valley to Interstate 215 at Placentia Avenue in the city of Perris. In 1998, as part of the Community and Environmental Transportation Acceptability Process (CETAP) the Commission identified new major transportation facilities to serve the current and future transportation needs of Western Riverside County while preserving critical habitat. This process represented a balanced approach to the provision of important transportation improvements, while limiting the impacts on communities and the environment. The CETAP corridors are an integral part of the County's general plan and the Multiple Species Habitat Conservation Plan (MSHCP). As part of the CETAP, the Commission approved moving forward with project level environmental studies for the MCP project on December 13, 2003.

At its April 2015 meeting, the Commission, as the lead agency under the California Environmental Quality Act (CEQA), certified the final environmental impact report, adopted findings pursuant to CEQA, adopted a mitigation monitoring and reporting program, adopted a statement of overriding considerations, and approved the MCP project. As the lead agency under the National Environmental Policy Act (NEPA), the Federal Highway Administration (FHWA) approved the final environmental impact statement on April 15, 2015, and issued a record of decision for the MCP project in August 2015.

As the Commission developed its Strategic Assessment, which was approved in January 2016, it was recognized that in order to deliver major new corridor projects such as the MCP and 79 Realignment, separate smaller construction packages would have to be developed that are fundable and buildable, and at the same time provide immediate public benefit. Staff was directed to study phasing and prioritization alternatives to determine if/how projects could be scaled or deferred, to reflect funding constraints and state and federal policy challenges.

The I-215/Placentia Avenue Interchange project was the first construction package along MCP, which was completed on December 22, 2023.

Following the completion of the I-215/Placentia Avenue Interchange project, RCTC intended to begin design and right of way (ROW) efforts for the subsequent project, MCP2, in the city of Perris and unincorporated county of Riverside. This project included constructing approximately three miles of the 16-mile MCP from Wilson Avenue to Ramona Expressway.

Mid County Parkway/Ramona Expressway Construction Contract 3 Project Development

At the February 28, 2022, Western Riverside County Programs and Projects Committee meeting, staff planned to present an item to award an agreement for preparation of plans, specifications and estimate (PS&E) for the MCP2 from Redlands Avenue to Ramona Expressway. The city of Perris objected to the project, so the Committee directed staff to meet with Perris to try to address its concerns.

After holding several meetings with the city of Perris to attempt to resolve its concerns, the Commission on May 11, 2022, adopted a decision to defer work on MCP2. Instead, staff was directed to work with the Riverside County Transportation Land Management Agency (RCTLMA) to develop a scope for an alternative construction package within the County jurisdiction, along Ramona Expressway, to address ongoing safety issues and continue progress on the overall MCP Project.

Commission and RCTLMA staff met to develop the scope for a project that would address the goals noted above, and they successfully identified a roughly 8.6-mile segment of Ramona Expressway from approximately one mile east of Rider Street to Warren Road. This segment experiences the highest occurrence of accidents and fatalities along the Ramona Expressway and would advance a significant section of the MCP.

The existing Ramona Expressway within this segment consists of one lane in each direction with passing lanes in a few locations. The proposed improvements will add two new eastbound lanes to the existing two lanes, restriping to convert the existing Ramona Expressway into two westbound lanes, a raised median with delineators to separate the eastbound and westbound travel lanes, a new bridge over the San Jacinto River, and traffic signals at several intersections. This segment is included in the original MCP, and the proposed improvements are consistent with the ultimate MCP. See Attachment 1 Exhibit Map.

On September 14, 2022, the Commission awarded Agreement No. 23-31-007-00 to Jacobs Engineering Group to prepare PS&E for the Project. The final design has been completed and was approved by the RCTLMA and City of San Jacinto.

In 2023, the California Transportation Commission (CTC) awarded RCTC a Senate Bill 1 Solutions for Congested Corridors Program (SCCP) grant for the Project. In 2024, RCTC nominated the

Project to receive SB 1 Local Partnership Program – Formula (LPP-F) funds. At the June 26, 2025, CTC meeting, the Project received its SCCP and LPP-F funding allocations. In July 2025, RCTC obtained authorization to proceed with spending federal Surface Transportation Block Grant (STBG) funding. This allowed RCTC to advertise the construction phase of the Project.

On June 11, 2025, the Commission approved the award of Agreement No. 25-31-045-00 to CHA Consulting, Inc. (formerly known as Falcon Engineering Services Inc.) for construction management, materials testing, construction surveying and environmental monitoring services for the Project and approved the award of Agreement No. 25-31-102-00 with the Center for Natural Lands Management (CNLM) and the use of Measure A funds for an endowment towards the conservation easement of the Sweeney and San Timoteo Canyon mitigation sites.

With the Commission's approval of the items presented in this staff report, RCTC anticipates construction starting early 2026 and completing late 2028.

DISCUSSION:

Construction Procurement

On July 31, 2025, the Commission advertised Invitation for Bids (IFB) No. 26-31-005-00 for construction of the Project. A public notice was advertised in the Press Enterprise, and the complete IFB package, including all contract documents, was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Electronic mail messages were sent to vendors registered in the Commission's PlanetBids database that fit the IFB qualifications. Two Hundred Two (202) firms downloaded the IFB; sixty-three (63) of those are located in Riverside County. A pre-bid conference was held on August 13, 2025.

On September 10, 2025, five (5) bids were received and publicly opened. A summary of the bids received is shown in Table 1.

Table 1 - Summary of Bids

	Firm (In order from low bid to high bid)	Bid Amount
1	Skanska USA Civil West California District Inc.	$107,382,285
2	Ames Construction, Inc.	$109,009,766
3	Griffith Company	$113,581,793
4	Granite Construction Company	$127,590,000
5	Security Paving Company, Inc.	$135,567,974
	Engineer's Estimate*	**$191,860,650**

*This is the recalculated Engineer's Estimate as certain bid items were deleted during the procurement process.

The basis of award for a public works contract is the lowest responsive and responsible bidder as defined by the Commission's procurement policy, state law, and subject to applicable federal funding source requirements. The Bid Comparison Analysis Table (Attachment 2) shows the bid

amounts of each bidder, the total price per item and percent variation from the engineer's estimate for each bid item. The bid price submitted by Skanska was 44 percent lower than the engineer's estimate. Although Skanska's bid is lower than the engineer's estimate, an analysis of the bid did not find irregularities or omissions in the bid schedule.

Bid Evaluation

Staff did identify a minor irregularity in Skanska's List of Subcontractors submitted with its bid. Skanksa listed Legacy Reinforcing Steel as the name of the subcontractor to perform work to drill, set cages and steel casings, and place concrete. However, the License Number, DIR Registration Number, and Contact listed are for a different entity, Legacy Foundations. Skanska also listed Legacy Foundations on other bid documents, including the EEOC form and CARB form. Legacy Reinforcing Steel is not listed anywhere else in Skanska's bid. Commission staff determined that, based on the foregoing information and the fact that Legacy Foundations and not Legacy Reinforcing Steel is the entity qualified to complete the identified scope of work, it was Skanska's clear intent to list Legacy Foundations on its List of Subcontractors, not Legacy Reinforcing Steel.

Commission staff reviewed this issue with legal counsel, who advised that based on an Attorney General opinion related to Public Contract Code (PCC) section 4100, et. seq., the Subletting and Subcontracting Fair Practices Act (Act), and case law related to bid irregularities, the Commission may waive the minor irregularity of listing the incorrect subcontractor name. Such a waiver would not have allowed Skanska to withdraw its bid without forfeiting its bid bond and does not give Skanska a material advantage over other bidders. Skanska must still comply with the Act and the information submitted with its bid and subcontract with Legacy Foundations, the subcontractor Skanska clearly intended to list. The Commission retains the statutorily prescribed remedies in the event Skanska violates the Act. Therefore, Commission staff recommend waiver of the error of listing the incorrect subcontractor name as a minor irregularity.

Cost Difference

Overall, there was a difference of $84,478,365 or 44 percent difference between the lowest bid and the engineer's estimate. While this may be a larger gap than usual, there is confidence that the bids received represent an accurate reflection of the overall scope and cost of the project due to the following factors:

- No discrepancies were found in the bid prices received.
- The bid prices received between the first, second and third bidders were within a difference of 1.5 percent and 5.8 percent respectively which indicates that there was no confusion/uncertainty about the overall project scope.
- The low percentage difference between the bids indicates high competition and the best price obtained for the project.
- The average bid price from the five bidders for the individual line items were in line with one another for most items, with the engineer's estimate being higher in the majority of cases.

- Bid prices received for the larger scope items were found to be comparable to prices received on previous Commission projects of similar scale.

In addition, staff analyzed the Engineers Estimate to determine the major contributing factors for the estimate being 44 percent higher than the lowest bid. Staff concluded that the Engineers Estimate was developed during a period of cost uncertainty within the construction industry and within the global markets in general. Additional considerations related to material price escalations, tariffs and rising labor costs were incorporated into the Engineers Estimate to account for these potential risks. In addition, the Engineers Estimate did not account for construction efficiencies, means and methods, material sourcing strategies and other competitive approaches all which can result in lower bid prices.

Overall, the differences highlight the dynamic nature of construction bidding, where contractors leverage efficiencies, market conditions, and strategic pricing to optimize their proposals, often resulting in lower costs than conservative engineering estimates. For the full bid analysis report, please refer to attachment 3.

Recent Changes to Disadvantaged Business Enterprise

Staff also notes that the Disadvantaged Business Enterprise (DBE) goal on this project was amended to reflect a 0 percent goal. This action was taken pursuant to the U.S. Department of Transportation (DOT) DBE Interim Final Rule (IFR) published on October 3, 2025 to amend 49 CFR Part 26, the California Department of Transportation (Caltrans) Division of Local Assistance Briefing issued on October 6, 2025, and the Caltrans Advisory on DBE Program IFR, dated October 7, 2025. Because the project is funded in part by the DOT, with the funding administered by Caltrans, the Commission must comply with the IFR and Caltrans guidance and cannot include DBE goals in new contracts. Accordingly, award will be made to the lowest responsible and responsive bidder, without consideration of the DBE Commitment Form or Good Faith Efforts (GFE) submissions. Further, the Commission will not engage in compliance monitoring of DBE participation on the project, and DBE participation on the project will not count towards overall program goals.

Conclusion

After analyzing the bids received, staff concluded that Skanska is the lowest responsible bidder submitting a responsive bid in the amount of $107,382,285 for the Project.

Staff recommends award of Agreement No. 26-31-005-00 for the construction of the Project to Skanska in the amount of $107,382,285, plus a contingency amount of $12,885,875 to cover potential change orders encountered during construction, for a total amount not to exceed $120,268,160. A contingency amount of 12 percent is recommended for this agreement to address any unforeseen conditions encountered during construction. This is the same contingency percentage seen on the SR-71 / SR-91 Project.

Tribal Monitoring Agreement Amendments

Background on Tribal Monitoring

Tribal monitoring is required under federal law and is conducted to protect Native American cultural resources and artifacts that may be encountered during ground disturbing construction activities. The requirement is from the Memorandum of Agreement entered in October 2014 among the Federal Highway Administration, the State Historic Preservation Officer, Caltrans District 8 and RCTC.

Five federally recognized Native American tribes with ancestral ties to the project area will have monitors present on-site during all excavation, grading, staging, and other ground-disturbing activities to ensure any cultural discoveries are properly identified, documented, and protected according to federal and state cultural resource protection laws. Please refer to Attachments 5 through 9 for the draft monitoring agreements with the 5 Native American tribes.

Agreement Details

The Commission entered into Tribal Monitoring Agreements with the federally recognized Native American tribes in the project area for the overall MCP Project in July of 2019. These Agreements establish procedures between the Commission and Tribes for participation in cultural resources monitoring for the ultimate MCP Project. The agreements formalize how tribal monitors will participate in all ground-disturbing activities within the Project's area of potential effects.

The Commission has entered into tribal monitoring agreements with the Cahuilla Band of Indians, the Gabrielino Tongva Nation, the Pechanga Band of Luiseno Indians, the Morongo Band of Mission Indians, and the Soboba Band of Luiseno Indians. An amendment to each agreement is required to address the level of effort required for the MCP3 project. Subsequent amendments will be required for other segments of the MCP.

The total estimated cost for the Tribal Monitoring Agreement Amendments for monitoring of the ground disturbing construction activities as part of MCP3 is Six-Hundred Thousand Dollars ($600,000). The individual tribal agreement amounts shown in Tables 2 and 3 include the contingency allocation.

City of San Jacinto MCP3 Cooperative Agreement

The Commission and the city of San Jacinto are entering into Cooperative Agreement No. 25-31-094-00. This agreement establishes the responsibilities and commitments between the Commission and the City for the timely and successful delivery of the project. The Commission will be the lead agency for Construction phase of the project.

Although the majority of the project lies within the County of Riverside, portions of the project are in the City's jurisdiction. Within the 8.6-mile MCP3 project, the southern half of the road, covering 1.7 miles to the east, lies under City jurisdiction. These improvements include roadway

widening, intersection and signal improvements, as well as drainage and utility work. Project facilities within the City will ultimately be owned, operated, and maintained by the City upon acceptance.

Tri-Party Cooperative Agreement for Improvements from Warren to Sanderson

Since the roadway east of MCP3 (from Warren Road to Sanderson Avenue) is already widened to two (2) lanes in each direction, RCTC did not originally plan to include any improvements in this segment. The approximately 1.7 miles of roadway from Warren Road to Sanderson Avenue is in both County and City jurisdiction. The 1.7-mile section between Warren and Sanderson is split between County and City jurisdiction: the first 0.6 miles has the northerly half in County jurisdiction and the southerly half in City jurisdiction, while the remaining 1.1 miles is fully within the City. The existing roadway shows noticeable deterioration with alligator cracking and potholes.

The City had expressed interest in RCTC improving the roadway east of MCP3; however, the request was not initially feasible because (1) the road already matches MCP3's four-lane configuration and (2) most of the pavement lies outside the approved environmental footprint. At the same time, the County was preparing to begin designing roadway improvements within its jurisdiction.

Through collaboration between the County, City, and RCTC, the County agreed to expand its project limits to include the City's portion. The County will manage the design and construction of the improvements, while RCTC and the City will provide funding to the County for the work within City limits as indicated in the table below. Upgrading the segment east of MCP3 will provide a smoother transition from the newly completed MCP3 and enhance safety for all users, resulting in 10.3 miles of contiguous roadway (8.6 miles for MCP3 + 1.7 miles from Warren Road to Sanderson Avenue).

Table 2 – Tri-Party Cooperative Agreement Cost Breakdown

	Jurisdiction	Total Estimated Cost	Funded By
1	County	$2,000,000	County (100% = $2M)
2	City	$10,000,000	RCTC (80% = $8M) City (20% = $2M)
	Total	**$12,000,000**	

These terms are formalized in the Tri-Party Cooperative Agreement No. 26-31-001-00 between RCTC, the County, and the City. Costs are estimated and will be adjusted based on actual expenditure. Additionally, if the broader MCP3 project and cooperative agreements are terminated, the Commission's funding obligations under this agreement will also be terminated. RCTC and City will provide funding to the County as indicated above.

FISCAL IMPACT:

The MCP3 Project Construction Agreement No. 26-31-005-00, Amendments to Tribal Monitoring Agreements (19-31-104-02, 19-31-105-02, 19-31-106-02, 19-31-107-02, and 19-31-108-03), city of San Jacinto Cooperative Agreement No. 25-31-094-00, and Tri-Party Cooperative Agreement No. 26-31-001-00, will be funded by a combination of STBG, SCCP, LPP-F, County, Transportation Uniform Mitigation Fee – Community Environmental Transportation Acceptability Process (TUMF-CETAP), and Measure A – New Corridors (MANC) as summarized in Table 3.

Any savings realized from the construction contract or unused contingency funds will be reallocated to an eligible future project or returned to their original funding sources in accordance with Commission policy and grant requirements.

Table 3 - Funding Source Breakdown

	Item	Dollar Amount	Fund Source*
1	Construction + 12% Contingency – Skanska	$120,268,160	STBG = $119,350,000 SCCP = $44,500,000 LPP-F = $18,775,000 County = $1,000,000 TUMF-CETAP/MANC = $28,513,000
2	Tribal Monitoring Agreement – Cahuilla	$70,280	
3	Tribal Monitoring Agreement – Tongva	$47,650	
4	Tribal Monitoring Agreement – Pechanga	$87,075	
5	Tribal Monitoring Agreement – Morongo	$60,585	
6	Tribal Monitoring Agreement – Soboba	$334,410	
7	RCTC San Jacinto Cooperative Agreement	$0	
8	RCTC / County / San Jacinto Tri-Party Agreement	$8,000,000	
	Total	**$128,868,160**	**$212,138,000**

*These are the obligated dollar amounts which are subject to adjustments for proportional spending, as required by CTC and Caltrans/FHWA guidelines.

Table 4 - Expenditure Schedule

	Item	FY 2025/26	FY 2026/27+	Project Accounting No.
1	Construction Contractor Skanska	$30,000,000	$90,268,160	002328
2	Tribal Monitoring Agreement – Cahuilla	$10,000	$60,280	002328
3	Tribal Monitoring Agreement – Tongva	$10,000	$37,650	002328
4	Tribal Monitoring Agreement – Pechanga	$10,000	$77,080	002328
5	Tribal Monitoring Agreement – Morongo	$10,000	$50,580	002328
6	Tribal Monitoring Agreement – Soboba	$100,000	$234,410	002328
7	RCTC San Jacinto Cooperative Agreement	$0	$0	002328
8	RCTC / County / San Jacinto Tri-Party Agreement	$3,000,000	$5,000,000	002328
	Total	**$33,140,000**	**$95,728,160**	

Financial Information					
In Fiscal Year Budget:	N/A	Year:	FY 2025/26 FY 2026/27+	Amount:	$33,140,000 $95,728,160

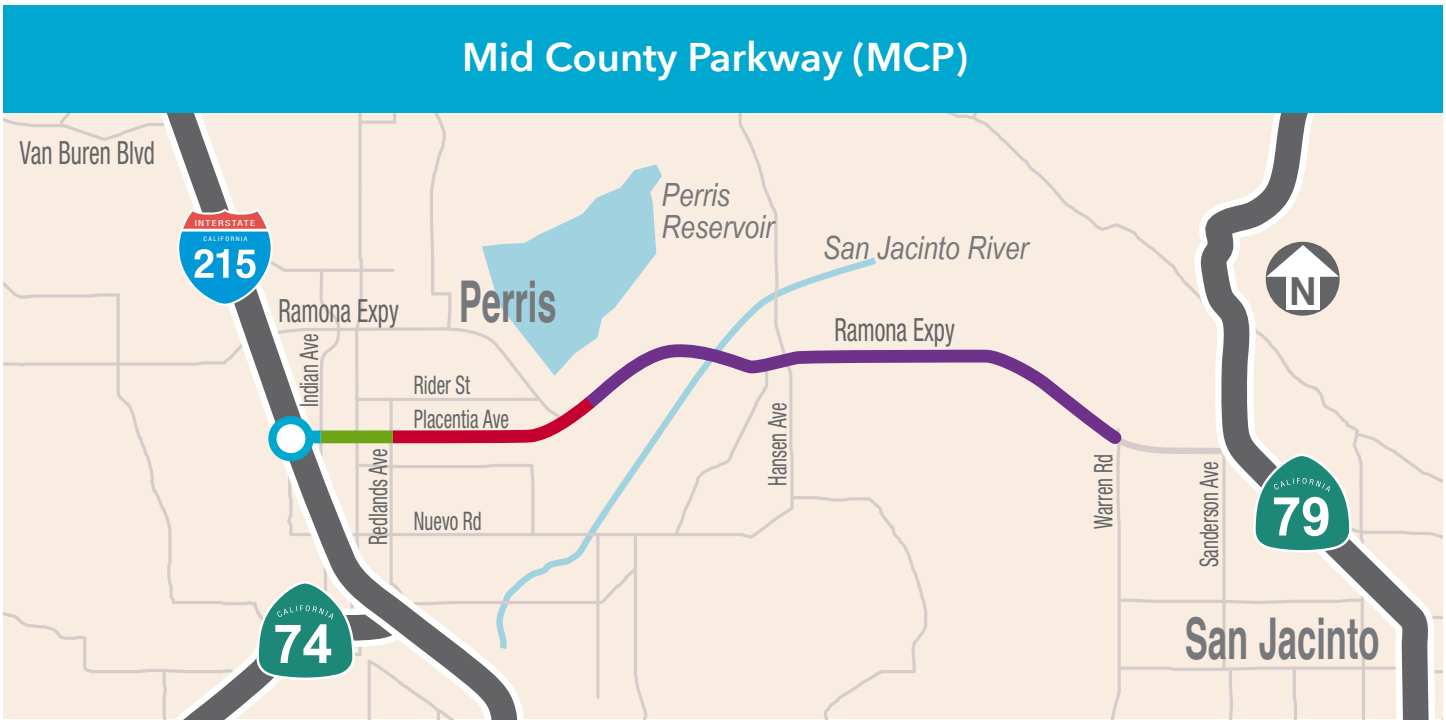
Source of Funds:	STBG, SCCP, LPP-F, County, TUMF-CETAP/MANC	Budget Adjustment:	No
Project /GL Accounting No.:	002328 81301 00000 0000 / 261 31 81301 MCP3 Construction 002328 81301 00000 0000 / 261 31 81301 Tri-Party Agreement 002328 81101 00000 0000 / 261 31 81301 Tribal Monitoring		
Fiscal Procedures Approved:		Date:	11/13/2025

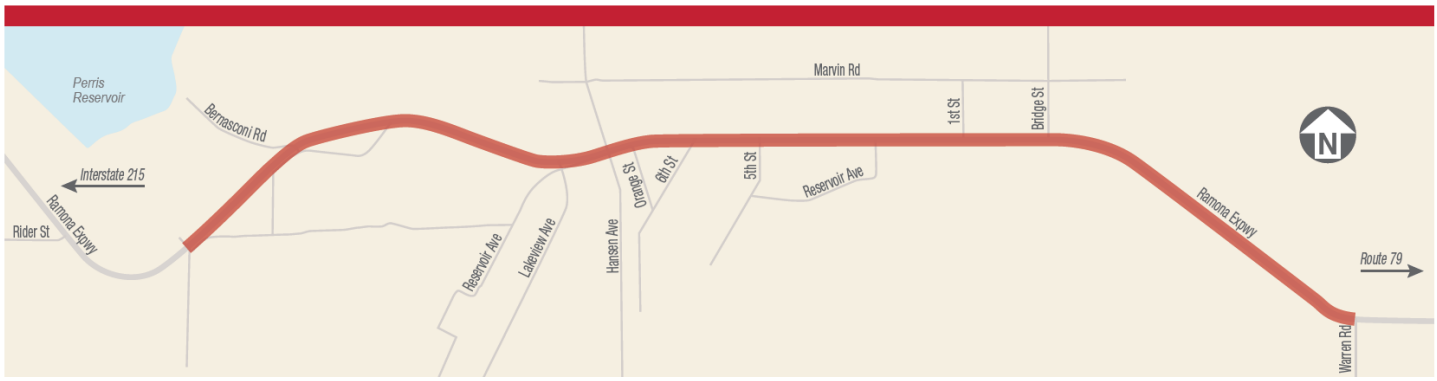
Attachments:

1) Exhibit Map - Ultimate MCP Project Overview
2) Bid Comparison Analysis
3) Bid Analysis Report
4) Draft Agreement No. 26-31-005-00 with Skanska
5) Draft Agreement No. 19-31-104-02 with Cahuilla Band of Indians
6) Draft Agreement No. 19-31-105-02 with Gabrielino Tongva Nation
7) Draft Agreement No. 19-31-106-02 with Morongo Band of Mission Indians
8) Draft Agreement No. 19-31-107-02 with Pechanga Band of Luiseno Indians
9) Draft Agreement No. 19-31-108-03 with Soboba Band of Luiseno Indians
10) Draft Agreement No. 25-31-094-00 with City of San Jacinto
11) Draft Agreement No. 26-31-001-00 with RCTLMA and City of San Jacinto

Approved by the Western Riverside County Programs and Projects Committee on November 24, 2025

In Favor: 8 Abstain: 0 No: 0


Mid County Parkway (MCP)
Van Buren Blvd
INTERSTATE
CALIFORNIA
215
Ramona Expy
Indian Ave
Perris
Perris Reservoir
San Jacinto River
Ramona Expy
Rider St
Placentia Ave
Redlands Ave
Nuevo Rd
Hansen Ave
Warren Rd
Sanderson Ave
N
CALIFORNIA
79
CALIFORNIA
74
San Jacinto
I-215/Placentia Ave Interchange - MCP Construction Contract 1 (Opening Fall 2022)
MCP Construction Contract 2
MCP Construction Contract 3
Placentia Avenue Widening (by City of Perris)


Perris Reservoir
Bernasconi Rd
Interstate 215
Ramona Expwy
Rider St
Marvin Rd
1st St
Bridge St
Orange St
6th St
5th St
Reservoir Ave
Reservoir Ave
Lakeview Ave
Hansen Ave
N
Ramona Expwy
Route 79
Warren Rd

MID-COUNTY PARKWAY/RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT

Bid Opening Date: September 15, 2025 2:00 PM (PDT)

Legend	
> $100k below ENGR EST	> Other Bids
> $200k above Average Bid Pice	< Other bids
> 50% of Engineering Estimate	
< -75% of Engineering Estimate	

ITEM NUM	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ENGINEERING ESTIMATE UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	LOW BIDDER Skanska PRICE ($)	LOW BIDDER Skanska AMOUNT ($)	LOW BIDDER Skanska % VAR ENGR EST	SECOND BIDDER Ames Construction, Inc. PRICE ($)	SECOND BIDDER Ames Construction, Inc. AMOUNT ($)	SECOND BIDDER Ames Construction, Inc. % VAR ENGR EST	THIRD BIDDER Griffith Company PRICE ($)	THIRD BIDDER Griffith Company AMOUNT ($)	THIRD BIDDER Griffith Company % VAR ENGR EST	FOURTH BIDDER Granite Construction Company PRICE ($)	FOURTH BIDDER Granite Construction Company AMOUNT ($)	FOURTH BIDDER Granite Construction Company % VAR ENGR EST	FIFTH BIDDER Security Paving Company, Inc PRICE ($)	FIFTH BIDDER Security Paving Company, Inc AMOUNT ($)	FIFTH BIDDER Security Paving Company, Inc % VAR ENGR EST	AVERAGE OF BID AMOUNTS
1	011903	GEOGRID	SQYD	$ 10	175,000	$ 1,750,000	175,000	$ 1,750,000	1%	8.00	1,400,000	-20%	10.50	1,837,500	5%	6.75	1,181,250	-33%	11.20	1,960,000	12%	7.10	1,242,500	-29%	1,524,250
2	031901	GEOGRID (WILDLIFE CROSSING)	SQYD	$ 10	13,300	$ 133,000	13,300	$ 133,000	0%	8.00	106,400	-20%	10.50	139,650	5%	6.75	89,775	-33%	11.20	148,960	12%	7.10	94,430	-29%	115,843
3	015019	ALTERNATIVE CRASH CUSHION TL-3	LS	$ 42,000	1	$ 42,000	1	$ 42,000	0%	70,000.00	70,000	67%	6,000.00	6,000	-86%	192,400.00	192,400	358%	55,674.00	55,674	33%	47,160.00	47,160	12%	74,247
4	015299	ALTERNATIVE IN-LINE TERMINAL - TL-3	EA	$ 3,900	1	$ 3,900	1	$ 3,900	0%	15,000.00	15,000	285%	6,500.00	6,500	67%	5,785.00	5,785	48%	5,248.00	5,248	35%	5,480.00	5,480	41%	7,603
5	018101	SURVEY MONUMENT (TYPE "B") (CRS 903)	EA	$ 2,000	32	$ 64,000	32	$ 64,000	0%	3,000.00	96,000	50%	1,800.00	57,600	-10%	1,565.00	50,080	-22%	825.00	26,400	-59%	1,970.00	63,040	-2%	58,624
6	070030	LEAD COMPLIANCE PLAN	LS	$ 7,000	1	$ 7,000	1	$ 7,000	0%	50,000.00	50,000	614%	2,500.00	2,500	-64%	3,000.00	3,000	-57%	2,000.00	2,000	-71%	11,780.00	11,780	68%	13,856
7	080060	LEVEL 2 CRITICAL PATH METHOD SCHEDULE	LS	$ 60,000	1	$ 60,000	1	$ 60,000	0%	150,000.00	150,000	150%	35,000.00	35,000	-42%	55,000.00	55,000	-8%	1,000.00	1,000	-98%	16,370.00	16,370	-73%	51,474
8	090100	TIME-RELATED OVERHEAD (WDAY)	WDAY	$ 5,112	570	$ 2,913,840	570	$ 2,913,840	2%	10,400.00	5,928,000	103%	9,000.00	5,130,000	76%	12,300.00	7,011,000	141%	9,000.00	5,130,000	76%	11,000.00	6,270,000	115%	5,893,800
9	100100	DEVELOP WATER SUPPLY	LS	$ 500,000	1	$ 500,000	1	$ 500,000	0%	330,000.00	330,000	-34%	620,000.00	620,000	24%	180,000.00	180,000	-64%	515,000.00	515,000	3%	350,000.00	350,000	-30%	399,000
10	120090	CONSTRUCTION AREA SIGNS	LS	$ 69,500	1	$ 69,500	1	$ 69,500	0%	100,000.00	100,000	44%	85,000.00	85,000	22%	89,160.00	89,160	28%	26,000.00	26,000	-63%	176,300.00	176,300	154%	95,292
11	120100	TRAFFIC CONTROL SYSTEM	LS	$ 4,555,000	1	$ 4,555,000	1	$ 4,555,000	2%	1,000,000.00	1,000,000	-78%	1,000,000.00	1,000,000	-78%	1,484,930.61	1,484,931	-67%	2,695,000.00	2,695,000	-41%	2,717,000.00	2,717,000	-40%	1,779,386
12	120110	FLASHING ARROW SIGNS	EA	$ 8,000	2	$ 16,000	2	$ 16,000	0%	25,000.00	50,000	213%	7,500.00	15,000	-6%	13,920.00	27,840	74%	15,000.00	30,000	88%	4,910.00	9,820	-39%	26,532
13	120116	TYPE II BARRICADE	EA	$ 270	14	$ 3,780	14	$ 3,780	0%	450.00	6,300	67%	65.00	910	-76%	149.00	2,086	-45%	120.00	1,680	-56%	61.00	854	-77%	2,366
14	120119	TRAFFIC CONE	EA	$ 40	9	$ 360	9	$ 360	0%	50.00	450	25%	35.00	315	-13%	149.00	1,341	273%	55.00	495	38%	135.00	1,215	238%	763
15	120120	TYPE III BARRICADE	EA	$ 250	140	$ 35,000	140	$ 35,000	0%	200.00	28,000	-20%	150.00	21,000	-40%	149.00	20,860	-40%	150.00	21,000	-40%	210.00	29,400	-16%	24,052
16	120165	CHANNELIZER (SURFACE MOUNTED)	EA	$ 40	40	$ 1,600	40	$ 1,600	0%	75.00	3,000	88%	30.00	1,200	-25%	214.00	8,560	435%	50.00	2,000	25%	65.00	2,600	63%	3,472
17	031201	REMOVE CHANNELIZER	EA	$ 40	880	$ 35,200	880	$ 35,200	0%	7.00	6,160	-83%	15.00	13,200	-63%	19.50	17,160	-51%	5.00	4,400	-88%	33.00	29,040	-18%	13,992
18	031202	REMOVE CHANNELIZER (WILDLIFE CROSSING)	EA	$ 40	36	$ 1,440	36	$ 1,440	0%	11.00	396	-73%	15.00	540	-63%	27.50	990	-31%	5.00	180	-88%	33.00	1,188	-18%	659
19	120320	TEMPORARY BARRIER SYSTEM	LF	$ 30	129,000	$ 3,870,000	129,000	$ 3,870,000	2%	12.50	1,612,500	-58%	21.00	2,709,000	-30%	14.50	1,870,500	-52%	22.00	2,838,000	-27%	30.00	3,870,000	0%	2,580,000
20	128651	PORTABLE CHANGEABLE MESSAGE SIGN (EA)	EA	$ 15,000	2	$ 30,000	2	$ 30,000	0%	12,500.00	25,000	-17%	10,000.00	20,000	-33%	55,140.00	110,280	268%	20,000.00	40,000	33%	44,460.00	88,920	196%	56,840
21	129100	TEMPORARY CRASH CUSHION MODULE	EA	$ 175	190	$ 33,250	190	$ 33,250	0%	365.00	69,350	109%	325.00	61,750	86%	316.00	60,040	81%	780.00	148,200	346%	4,100.00	779,000	2243%	223,668
22	129108	TEMPORARY CRASH CUSHION TL-3	EA	$ 4,800	49	$ 235,200	49	$ 235,200	0%	5,000.00	245,000	4%	4,300.00	210,700	-10%	316.00	15,484	-93%	10,500.00	514,500	119%	4,910.00	240,590	2%	245,255
23	129152	TEMPORARY RADAR SPEED FEEDBACK SIGN SYSTEM	EA	$ 15,000	2	$ 30,000	2	$ 30,000	0%	15,000.00	30,000	0%	25,200.00	50,400	68%	22,970.00	45,940	53%	36,000.00	72,000	140%	16,370.00	32,740	9%	46,216
24	130100	JOB SITE MANAGEMENT	LS	$ 113,000	1	$ 113,000	1	$ 113,000	0%	145,000.00	145,000	28%	494,000.00	494,000	337%	116,920.89	116,921	3%	173,000.00	173,000	53%	140,000.00	140,000	24%	213,784
25	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	$ 40,800	1	$ 40,800	1	$ 40,800	0%	14,000.00	14,000	-66%	7,500.00	7,500	-82%	3,200.00	3,200	-92%	1,800.00	1,800	-96%	4,910.00	4,910	-88%	6,282
26	130310	RAIN EVENT ACTION PLAN	EA	$ 500	23	$ 11,500	23	$ 11,500	0%	400.00	9,200	-20%	250.00	5,750	-50%	750.00	17,250	50%	400.00	9,200	-20%	818.00	18,814	64%	12,043
27	130320	STORM WATER SAMPLING AND ANALYSIS DAY	EA	$ 500	24	$ 12,000	24	$ 12,000	0%	900.00	21,600	80%	500.00	12,000	0%	500.00	12,000	0%	400.00	9,600	-20%	873.00	20,952	75%	15,230
28	130330	STORM WATER ANNUAL REPORT	EA	$ 2,000	3	$ 6,000	3	$ 6,000	0%	1,200.00	3,600	-40%	1,250.00	3,750	-38%	750.00	2,250	-63%	500.00	1,500	-75%	4,910.00	14,730	146%	5,166
29	130610	TEMPORARY CHECK DAM	LF	$ 5	44,900	$ 224,500	44,900	$ 224,500	0%	2.50	112,250	-50%	12.50	561,250	150%	4.65	208,785	-7%	13.00	583,700	160%	7.60	341,240	52%	361,445
30	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	$ 350	15	$ 5,250	15	$ 5,250	0%	295.00	4,425	-16%	710.00	10,650	103%	410.00	6,150	17%	455.00	6,825	30%	435.00	6,525	24%	6,915
31	130640	TEMPORARY FIBER ROLL	LF	$ 5	131,000	$ 655,000	131,000	$ 655,000	0%	4.50	589,500	-10%	5.50	720,500	10%	3.55	465,050	-29%	6.75	884,250	35%	7.60	995,600	52%	730,980
32	130680	TEMPORARY SILT FENCE	LF	$ 8	49,000	$ 392,000	49,000	$ 392,000	0%	3.50	171,500	-56%	5.00	245,000	-38%	5.00	245,000	-38%	5.90	289,100	-26%	7.60	372,400	-5%	264,600
33	130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	$ 6,000	10	$ 60,000	10	$ 60,000	0%	7,000.00	70,000	17%	10,000.00	100,000	67%	8,695.00	86,950	45%	13,000.00	130,000	117%	9,270.00	92,700	55%	95,930
34	130730	STREET SWEEPING	LS	$ 60,000	1	$ 60,000	1	$ 60,000	0%	500,000.00	500,000	733%	559,000.00	559,000	832%	100,000.00	100,000	67%	1,130,000.00	1,130,000	1783%	655,970.00	655,970	993%	588,994
35	130900	TEMPORARY CONCRETE WASHOUT	LS	$ 25,000	1	$ 25,000	1	$ 25,000	0%	65,000.00	65,000	160%	146,000.00	146,000	484%	245,000.00	245,000	880%	100,000.00	100,000	300%	191,000.00	191,000	664%	149,400
36	141001	HEALTH AND SAFETY PLAN	LS	$ 8,000	1	$ 8,000	1	$ 8,000	0%	2,500.00	2,500	-69%	600,000.00	600,000	7400%	3,000.00	3,000	-63%	600,000.00	600,000	7400%	10,370.00	10,370	30%	243,174
37	141103	REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	$ 1	89,200	$ 89,200	89,200	$ 89,200	0%	1.50	133,800	50%	0.70	62,440	-30%	0.75	66,900	-25%	1.50	133,800	50%	1.40	124,880	40%	104,364
38	141120	TREATED WOOD WASTE	LB	$ 5	620	$ 2,945	620	$ 2,945	0%	3.00	1,860	-37%	10.00	6,200	111%	10.00	6,200	111%	0.50	310	-89%	2.20	1,364	-54%	3,187

MID-COUNTY PARKWAY/RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT

Bid Opening Date: September 15, 2025 2:00 PM (PDT)

Legend	
> $100k below ENGR EST	> Other Bids
> $200k above Average Bid Pice	< Other bids
> 50% of Engineering Estimate	
< -75% of Engineering Estimate	

					ENGINEERING ESTIMATE						LOW BIDDER Skanska			SECOND BIDDER Ames Construction, Inc.			THIRD BIDDER Griffith Company			FOURTH BIDDER Granite Construction Company			FIFTH BIDDER Security Paving Company, Inc			
ITEM NUM		ITEM CODE		ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	AVERAGE OF BID AMOUNTS
39		146002		CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	$ 83,500	1	$ 83,500	1	$ 83,500	0%	300,000.00	300,000	259%	180,000.00	180,000	116%	275,000.00	275,000	229%	100,000.00	100,000	20%	398,000.00	398,000	377%	250,600
40		146003		NATURAL RESOURCE PROTECTION PLAN	LS	$ 5,000	1	$ 5,000	1	$ 5,000	0%	5,000.00	5,000	0%	6,000.00	6,000	20%	8,500.00	8,500	70%	5,000.00	5,000	0%	49,100.00	49,100	882%	14,720
41		146007		INVASIVE SPECIES CONTROL	LS	$ 15,000	1	$ 15,000	1	$ 15,000	0%	9,000.00	9,000	-40%	80,000.00	80,000	433%	40,000.00	40,000	167%	5,000.00	5,000	-67%	81,840.00	81,840	446%	43,168
42		160110		TEMPORARY HIGH-VISIBILITY FENCE	LF	$ 10	8,610	$ 86,100	8,610	$ 86,100	0%	3.50	30,135	-65%	6.25	53,813	-38%	5.70	49,077	-43%	6.80	58,548	-32%	71.00	611,310	610%	160,577
43		170103		CLEARING AND GRUBBING (LS)	LS	$ 4,556,453	1	$ 4,556,453	1	$ 4,556,453	2%	500,000.00	500,000	-89%	300,000.00	300,000	-93%	515,000.00	515,000	-89%	1,498,728.00	1,498,728	-67%	503,250.00	503,250	-89%	663,396
44		031701		CLEARING AND GRUBBING (LS) (WILDLIFE CROSSING)	LS	$ 550,000	1	$ 550,000	1	$ 550,000	0%	25,000.00	25,000	-95%	50,000.00	50,000	-91%	25,000.00	25,000	-95%	100,000.00	100,000	-82%	28,150.00	28,150	-95%	45,630
45		180106		DUST PALLIATIVE	LS		1	$ -	1	$ -	0%	50,000.00	50,000	#DIV/0!	55,000.00	55,000	#DIV/0!	47,000.00	47,000	#DIV/0!	35,000.00	35,000	#DIV/0!	507,600.00	507,600	#DIV/0!	138,920
46		190101	F	ROADWAY EXCAVATION	CY	$ 90	98,200	$ 8,838,000	98,200	$ 8,838,000	5%	17.00	1,669,400	-81%	20.00	1,964,000	-78%	14.50	1,423,900	-84%	34.00	3,338,800	-62%	46.50	4,566,300	-48%	2,592,480
47		031902	F	ROADWAY EXCAVATION (WILDLIFE CROSSING)	CY	$ 90	1,290	$ 116,100	1,290	$ 116,100	0%	30.00	38,700	-67%	60.00	77,400	-33%	14.50	18,705	-84%	34.00	43,860	-62%	72.50	93,525	-19%	54,438
48		198010	F	IMPORTED BORROW (CY)	CY	$ 75	257,000	$ 19,146,500	257,000	$ 19,146,500	10%	29.00	7,453,000	-61%	17.00	4,369,000	-77%	17.00	4,369,000	-77%	22.00	5,654,000	-70%	46.50	11,950,500	-38%	6,759,100
49		031905	F	IMPORTED BORROW (CY) (WILDLIFE CROSSING)	CY	$ 75	30,300	$ 2,257,350	30,300	$ 2,257,350	1%	29.00	878,700	-61%	21.00	636,300	-72%	17.00	515,100	-77%	22.00	666,600	-70%	47.00	1,424,100	-37%	824,160
50		200111		DECORATIVE BOULDERS	EA	$ 750	95.0	$ 71,250	95.0	$ 71,250	0%	3,500.00	332,500	367%	790.00	75,050	5%	750.00	71,250	0%	400.00	38,000	-47%	487.00	46,265	-35%	112,613
51		032001		LOGS	EA	$ 775	45	$ 34,875	45	$ 34,875	0%	165.00	7,425	-79%	185.00	8,325	-76%	450.00	20,250	-42%	460.00	20,700	-41%	556.00	25,020	-28%	16,344
52		204099		PLANT ESTABLISHMENT WORK	LS	$ 93,744	1	$ 93,744	1	$ 93,744	0%	20,000.00	20,000	-79%	20,000.00	20,000	-79%	30,000.00	30,000	-68%	31,020.00	31,020	-67%	39,210.00	39,210	-58%	28,046
53		210252		BONDED FIBER MATRIX (SQFT)	SQFT	$ 1	1,541,000	$ 770,500	1,541,000	$ 770,500	0%	0.15	231,150	-70%	0.15	231,150	-70%	0.30	462,300	-40%	0.23	354,430	-54%	0.28	431,480	-44%	342,102
54		210610		COMPOST (CY)	CY	$ 60	4,620	$ 277,200	4,620	$ 277,200	0%	70.00	323,400	17%	66.00	304,920	10%	67.00	309,540	12%	24.20	111,804	-60%	29.50	136,290	-51%	237,191
55		210630		INCORPORATE MATERIALS	SQFT	$ 0	1,541,000	$ 462,300	1,541,000	$ 462,300	0%	0.05	77,050	-83%	0.04	61,640	-87%	0.14	215,740	-53%	0.08	123,280	-73%	0.11	169,510	-63%	129,444
56		260203		CLASS 2 AGGREGATE BASE (CY)	CY	$ 108	56,500	$ 6,102,000	56,500	$ 6,102,000	3%	60.00	3,390,000	-44%	80.00	4,520,000	-26%	85.00	4,802,500	-21%	72.00	4,068,000	-33%	56.00	3,164,000	-48%	3,988,900
57		032601		CLASS 2 AGGREGATE BASE (CY) (WILDLIFE CROSSING)	CY	$ 108	4,100	$ 442,800	4,100	$ 442,800	0%	60.00	246,000	-44%	70.00	287,000	-35%	85.00	348,500	-21%	72.00	295,200	-33%	56.00	229,600	-48%	281,260
58		390132		HOT MIX ASPHALT (TYPE A)	TON	$ 190	52,800	$ 10,032,000	52,800	$ 10,032,000	5%	115.00	6,072,000	-39%	114.00	6,019,200	-40%	153.00	8,078,400	-19%	114.00	6,019,200	-40%	139.00	7,339,200	-27%	6,705,600
59		033901		HOT MIX ASPHALT (TYPE A) (WILDLIFE CROSSING)	TON	$ 190	3,470	$ 659,300	3,470	$ 659,300	0%	115.00	399,050	-39%	114.00	395,580	-40%	134.00	464,980	-29%	114.00	395,580	-40%	139.00	482,330	-27%	427,504
60		390136		MINOR HOT MIX ASPHALT	TON	$ 190	120	$ 22,800	120	$ 22,800	0%	460.00	55,200	142%	325.00	39,000	71%	172.00	20,640	-9%	134.00	16,080	-29%	470.00	56,400	147%	37,464
61		390137		RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	$ 200	31,100	$ 6,220,000	31,100	$ 6,220,000	3%	135.00	4,198,500	-33%	131.00	4,074,100	-35%	144.00	4,478,400	-28%	140.00	4,354,000	-30%	163.00	5,069,300	-19%	4,434,860
62		033902		RUBBERIZED HOT MIX ASPHALT (GAP GRADED) (WILDLIFE CROSSING)	TON	$ 200	1,740	$ 348,000	1,740	$ 348,000	0%	135.00	234,900	-33%	131.00	227,940	-35%	140.00	243,600	-30%	140.00	243,600	-30%	173.00	301,020	-14%	250,212
63		394074		PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	$ 50	150	$ 7,500	150	$ 7,500	0%	3.00	450	-94%	25.00	3,750	-50%	32.50	4,875	-35%	12.00	1,800	-76%	8.70	1,305	-83%	2,436
64		033903		PLACE 6" HOT MIX ASPHALT DIKE PER COUNTY STANDARD 212	LF	$ 28	1,010	$ 28,280	1,010	$ 28,280	0%	3.00	3,030	-89%	20.00	20,200	-29%	34.00	34,340	21%	12.00	12,120	-57%	8.70	8,787	-69%	15,695
65		394090		PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	$ 130	10	$ 1,300	10	$ 1,300	0%	600.00	6,000	362%	650.00	6,500	400%	920.00	9,200	608%	100.00	1,000	-23%	802.00	8,020	517%	6,144
66		397005		TACK COAT	TON	$ 1,240	68	$ 84,320	68	$ 84,320	0%	700.00	47,600	-44%	1,300.00	88,400	5%	1,600.00	108,800	29%	1,000.00	68,000	-19%	1,310.00	89,080	6%	80,376
67		033904		TACK COAT (WILDLIFE CROSSING)	TON	$ 1,240	4	$ 4,960	4	$ 4,960	0%	700.00	2,800	-44%	1,300.00	5,200	5%	1,575.00	6,300	27%	1,000.00	4,000	-19%	1,310.00	5,240	6%	4,708
68		398001		REMOVE ASPHALT CONCRETE PAVEMENT (SF)	SQFT	$ 6	717,000	$ 4,302,000	717,000	$ 4,302,000	2%	1.00	717,000	-83%	0.90	645,300	-85%	1.50	1,075,500	-75%	1.50	1,075,500	-75%	2.40	1,720,800	-60%	1,046,820
69		033905		REMOVE ASPHALT CONCRETE PAVEMENT (SF) (WILDLIFE CROSSING)	SQFT	$ 6	97,800	$ 586,800	97,800	$ 586,800	0%	0.20	19,560	-97%	1.00	97,800	-83%	1.15	112,470	-81%	1.50	146,700	-75%	1.70	166,260	-72%	108,558
70		398100		REMOVE ASPHALT CONCRETE DIKE	LF	$ 10	1,840	$ 18,400	1,840	$ 18,400	0%	1.25	2,300	-88%	6.00	11,040	-40%	0.65	1,196	-94%	1.50	2,760	-85%	16.50	30,360	65%	9,531
71		398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	$ 5	71,800	$ 359,000	71,800	$ 359,000	0%	1.20	86,160	-76%	5.50	394,900	10%	6.75	484,650	35%	5.50	394,900	10%	7.60	545,680	52%	381,258
72		398300		REMOVE BASE AND SURFACING	CY	$ 50	11,400	$ 570,000	11,400	$ 570,000	0%	28.00	319,200	-44%	10.00	114,000	-80%	10.50	119,700	-79%	15.00	171,000	-70%	66.00	752,400	32%	295,260
73		033906		REMOVE BASE AND SURFACING (WILDLIFE CROSSING)	CY	$ 50	1,820	$ 91,000	1,820	$ 91,000	0%	10.00	18,200	-80%	10.00	18,200	-80%	10.50	19,110	-79%	15.00	27,300	-70%	63.50	115,570	27%	39,676
74		510092	F	STRUCTURAL CONCRETE, HEADWALL	CY	$ 2,500	190.0	$ 475,000	190.0	$ 475,000	0%	2,300.00	437,000	-8%	4,000.00	760,000	60%	6,650.00	1,263,500	166%	2,800.00	532,000	12%	3,490.00	663,100	40%	731,120
75		510094	F	STRUCTURAL CONCRETE, DRAINAGE INLET	CY	$ 3,500	42	$ 147,000	42	$ 147,000	0%	5,500.00	231,000	57%	7,500.00	315,000	114%	6,350.00	266,700	81%	4,500.00	189,000	29%	4,470.00	187,740	28%	237,888
76		510502	F	MINOR CONCRETE (MINOR STRUCTURE)	CY	$ 2,300	1,350	$ 3,105,000	1,350	$ 3,105,000	2%	1,200.00	1,620,000	-48%	950.00	1,282,500	-59%	1,045.00	1,410,750	-55%	930.00	1,255,500	-60%	1,060.00	1,431,000	-54%	1,399,950
77		035401		POLYPROPYLENE-24 LINERS	SQYD	$ 50	41	$ 2,050	41	$ 2,050	0%	55.00	2,255	10%	159.00	6,519	218%	336.00	13,776	572%	300.00	12,300	500%	1,640.00	67,240	3180%	20,418
78		575005	F	TIMBER RETAINING WALL	SQFT	$ 150	1,590	$ 238,500	1,590	$ 238,500	0%	20.00	31,800	-87%	180.00	286,200	20%	191.00	303,690	27%	135.00	214,650	-10%	551.00	876,090	267%	342,486

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ITEM NUM		ITEM CODE		ITEM DESCRIPTION	UNIT OF MEASURE	ENGINEERING ESTIMATE UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	LOW BIDDER Skanska PRICE ($)	LOW BIDDER Skanska AMOUNT ($)	LOW BIDDER Skanska % VAR ENGR EST	SECOND BIDDER Ames Construction, Inc. PRICE ($)	SECOND BIDDER Ames Construction, Inc. AMOUNT ($)	SECOND BIDDER Ames Construction, Inc. % VAR ENGR EST	THIRD BIDDER Griffith Company PRICE ($)	THIRD BIDDER Griffith Company AMOUNT ($)	THIRD BIDDER Griffith Company % VAR ENGR EST	FOURTH BIDDER Granite Construction Company PRICE ($)	FOURTH BIDDER Granite Construction Company AMOUNT ($)	FOURTH BIDDER Granite Construction Company % VAR ENGR EST	FIFTH BIDDER Security Paving Company, Inc PRICE ($)	FIFTH BIDDER Security Paving Company, Inc AMOUNT ($)	FIFTH BIDDER Security Paving Company, Inc % VAR ENGR EST	AVERAGE OF BID AMOUNTS
79		035701		TIMBER RETAINING WALL (WILDLIFE CROSSING)	SQFT	$ 150	1,590	$ 238,500	1,590	$ 238,500	0%	120.00	190,800	-20%	190.00	302,100	27%	191.00	303,690	27%	135.00	214,650	-10%	551.00	876,090	267%	377,466
80		650211		18" REINFORCED CONCRETE PIPE (CLASS II)	LF	$ 335	550	$ 184,250	550	$ 184,250	0%	120.00	66,000	-64%	210.00	115,500	-37%	205.00	112,750	-39%	355.00	195,250	6%	270.00	148,500	-19%	127,600
81		650216		24" REINFORCED CONCRETE PIPE (CLASS II)	LF	$ 235	1,040	$ 244,400	1,040	$ 244,400	0%	135.00	140,400	-43%	220.00	228,800	-6%	246.00	255,840	5%	500.00	520,000	113%	319.00	331,760	36%	295,360
82		650220		30" REINFORCED CONCRETE PIPE (CLASS II)	LF	$ 500	150	$ 75,000	150	$ 75,000	0%	200.00	30,000	-60%	266.00	39,900	-47%	297.00	44,550	-41%	460.00	69,000	-8%	518.00	77,700	4%	52,230
83		650224		36" REINFORCED CONCRETE PIPE (CLASS II)	LF	$ 500	93	$ 46,500	93	$ 46,500	0%	300.00	27,900	-40%	302.00	28,086	-40%	358.00	33,294	-28%	700.00	65,100	40%	523.00	48,639	5%	40,604
84		036501		68" X 43" OVAL SHAPED REINFORCED CONCRETE PIPE	LF	$ 650	140	$ 91,000	140	$ 91,000	0%	800.00	112,000	23%	720.00	100,800	11%	1,435.00	200,900	121%	1,270.00	177,800	95%	790.00	110,600	22%	140,420
85		036502		28" X 20" OVAL SHAPED REINFORCED CONCRETE PIPE	LF	$ 430	21	$ 9,030	21	$ 9,030	0%	700.00	14,700	63%	923.00	19,383	115%	266.00	5,586	-38%	1,900.00	39,900	342%	709.00	14,889	65%	18,892
86		665023		24" CORRUGATED STEEL PIPE (.079" THICK)	LF	$ 370	560	$ 207,200	560	$ 207,200	0%	130.00	72,800	-65%	154.00	86,240	-58%	297.00	166,320	-20%	325.00	182,000	-12%	416.00	232,960	12%	148,064
87		667013		28" X 20" CORRUGATED STEEL PIPE ARCH (.079" THICK)	LF	$ 250	100	$ 25,000	100	$ 25,000	0%	170.00	17,000	-32%	209.00	20,900	-16%	297.00	29,700	19%	350.00	35,000	40%	425.00	42,500	70%	29,020
88		705204		18" CONCRETE FLARED END SECTION	EA	$ 3,350	11	$ 36,850	11	$ 36,850	0%	3,500.00	38,500	4%	3,232.00	35,552	-4%	4,740.00	52,140	41%	3,700.00	40,700	10%	3,760.00	41,360	12%	41,650
89		705206		24" CONCRETE FLARED END SECTION	EA	$ 3,500	16	$ 56,000	16	$ 56,000	0%	2,800.00	44,800	-20%	3,566.00	57,056	2%	4,740.00	75,840	35%	4,425.00	70,800	26%	4,360.00	69,760	25%	63,651
90		705208		30" CONCRETE FLARED END SECTION	EA	$ 5,840	1	$ 5,840	1	$ 5,840	0%	3,500.00	3,500	-40%	5,606.00	5,606	-4%	4,740.00	4,740	-19%	7,500.00	7,500	28%	5,340.00	5,340	-9%	5,337
91		705210		36" CONCRETE FLARED END SECTION	EA	$ 5,800	2	$ 11,600	2	$ 11,600	0%	4,000.00	8,000	-31%	5,756.00	11,512	-1%	4,740.00	9,480	-18%	8,200.00	16,400	41%	6,920.00	13,840	19%	11,846
92		705300		ALTERNATIVE FLARED END SECTION	EA	$ 4,800	2	$ 9,600	2	$ 9,600	0%	8,500.00	17,000	77%	6,000.00	12,000	25%	3,585.00	7,170	-25%	5,300.00	10,600	10%	6,920.00	13,840	44%	12,122
93		710120		REMOVE DRAINAGE FACILITY (EA)	EA	$ 4,015	2	$ 8,030	2	$ 8,030	0%	650.00	1,300	-84%	3,000.00	6,000	-25%	1,170.00	2,340	-71%	10,100.00	20,200	152%	8,180.00	16,360	104%	9,240
94		710132		REMOVE CULVERT	LF	$ 60	960	$ 57,600	960	$ 57,600	0%	35.00	33,600	-42%	75.00	72,000	25%	155.00	148,800	158%	150.00	144,000	150%	111.00	106,560	85%	100,992
95		710152		REMOVE HEADWALL	EA	$ 3,900	3	$ 11,700	3	$ 11,700	0%	65,000.00	195,000	1567%	2,000.00	6,000	-49%	7,680.00	23,040	97%	9,300.00	27,900	138%	5,450.00	16,350	40%	53,658
96		710167		REMOVE FLARED END SECTION (EA)	EA	$ 815	2	$ 1,630	2	$ 1,630	0%	65,000.00	130,000	7875%	2,000.00	4,000	145%	1,535.00	3,070	88%	1,800.00	3,600	121%	818.00	1,636	0%	28,461
97		710262		CAP INLET	EA	$ 3,500	4	$ 14,000	4	$ 14,000	0%	4,000.00	16,000	14%	4,500.00	18,000	29%	9,320.00	37,280	166%	10,300.00	41,200	194%	5,450.00	21,800	56%	26,856
98		720110	F	SMALL-ROCK SLOPE PROTECTION	CY	$ 285	820	$ 233,700	820	$ 233,700	0%	170.00	139,400	-40%	160.00	131,200	-44%	242.00	198,440	-15%	132.00	108,240	-54%	146.00	119,720	-49%	139,400
99		723095		ROCK SLOPE PROTECTION (20 lb, CLASS I, METHOD B) (CY)	CY	$ 235	1,800	$ 423,000	1,800	$ 423,000	0%	115.00	207,000	-51%	205.00	369,000	-13%	126.00	226,800	-46%	116.00	208,800	-51%	128.00	230,400	-46%	248,400
100		723080		ROCK SLOPE PROTECTION (60 lb, CLASS II, METHOD B) (CY)	CY	$ 296	550	$ 162,800	550	$ 162,800	0%	245.00	134,750	-17%	375.00	206,250	27%	289.00	158,950	-2%	204.50	112,475	-31%	226.00	124,300	-24%	147,345
101		723050		ROCK SLOPE PROTECTION (1/4 T, CLASS V, METHOD B) (CY)	CY	$ 300	8,300	$ 2,490,000	8,300	$ 2,490,000	1%	95.00	788,500	-68%	125.00	1,037,500	-58%	123.00	1,020,900	-59%	114.00	946,200	-62%	127.00	1,054,100	-58%	969,440
102		729011		ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	$ 10	10,500	$ 105,000	10,500	$ 105,000	0%	3.00	31,500	-70%	5.00	52,500	-50%	5.35	56,175	-47%	4.00	42,000	-60%	4.40	46,200	-56%	45,675
103		037201		CONCRETE MATTRESS	SQFT	$ 18	8,560	$ 154,080	8,560	$ 154,080	0%	25.00	214,000	39%	55.00	470,800	206%	29.00	248,240	61%	28.80	246,528	60%	33.50	286,760	86%	293,266
104		730045		MINOR CONCRETE (GUTTER) (CY)	CY	$ 573	120	$ 68,760	120	$ 68,760	0%	700.00	84,000	22%	2,175.00	261,000	280%	1,520.00	182,400	165%	1,760.00	211,200	207%	944.00	113,280	65%	170,376
105		730070		DETECTABLE WARNING SURFACE	SQFT	$ 85	150	$ 12,750	150	$ 12,750	0%	60.00	9,000	-29%	61.00	9,150	-28%	78.00	11,700	-8%	52.00	7,800	-39%	56.50	8,475	-34%	9,225
106		731504		MINOR CONCRETE (CURB AND GUTTER)	CY	$ 1,100	440	$ 484,000	440	$ 484,000	0%	1,100.00	484,000	0%	900.00	396,000	-18%	1,375.00	605,000	25%	1,800.00	792,000	64%	980.00	431,200	-11%	541,640
107		731507		MINOR CONCRETE (GUTTER DEPRESSION)	CY	$ 1,500	6	$ 9,000	6	$ 9,000	0%	1,500.00	9,000	0%	1,400.00	8,400	-7%	2,135.00	12,810	42%	1,620.00	9,720	8%	982.00	5,892	-35%	9,164
108		731519		MINOR CONCRETE (STAMPED CONCRETE)	SQFT	$ 22	283,000	$ 6,226,000	283,000	$ 6,226,000	3%	14.00	3,962,000	-36%	11.30	3,197,900	-49%	7.10	2,009,300	-68%	18.00	5,094,000	-18%	12.25	3,466,750	-44%	3,545,990
109		035108		MINOR CONCRETE (STAMPED CONCRETE)[CONCRETE BANDING]	CY	$ 4,500	15	$ 67,500	15	$ 67,500	0%	600.00	9,000	-87%	4,750.00	71,250	6%	8,470.00	127,050	88%	1,650.00	24,750	-63%	1,420.00	21,300	-68%	50,670
110		731550		MINOR CONCRETE (COLORED CONCRETE)	SQFT	$ 20	2,990	$ 59,800	2,990	$ 59,800	0%	10.00	29,900	-50%	12.50	37,375	-38%	23.50	70,265	18%	30.00	89,700	50%	11.50	34,385	-43%	52,325
111		731627		MINOR CONCRETE (CURB, SIDEWALK AND CURB RAMP)	CY	$ 1,100	2,450	$ 2,695,000	2,450	$ 2,695,000	1%	900.00	2,205,000	-18%	900.00	2,205,000	-18%	781.00	1,913,450	-29%	1,030.00	2,523,500	-6%	790.00	1,935,500	-28%	2,156,490
112		731710		REMOVE CONCRETE CURB (LF)	LF	$ 33	200	$ 6,600	200	$ 6,600	0%	14.00	2,800	-58%	25.00	5,000	-24%	22.00	4,400	-33%	12.00	2,400	-64%	44.00	8,800	33%	4,680
113		731780		REMOVE CONCRETE SIDEWALK (SQYD)	SQYD	$ 80	320	$ 25,600	320	$ 25,600	0%	10.00	3,200	-88%	34.00	10,880	-58%	28.00	8,960	-65%	40.00	12,800	-50%	58.00	18,560	-28%	10,880
114		731790		REMOVE CONCRETE ISLAND (PORTIONS) (SQYD)	SQYD	$ 91	7,980	$ 726,180	7,980	$ 726,180	0%	7.00	55,860	-92%	22.00	175,560	-76%	68.50	546,630	-25%	92.00	734,160	1%	45.00	359,100	-51%	374,262
115		731840		REMOVE CONCRETE (CURB AND GUTTER)	LF	$ 41	700	$ 28,700	700	$ 28,700	0%	8.00	5,600	-80%	9.00	6,300	-78%	13.50	9,450	-67%	23.00	16,100	-44%	29.50	20,650	-28%	11,620
116		731850		REMOVE CONCRETE (CURB, GUTTER, AND SIDEWALK) (CY)	CY	$ 1,100	13	$ 14,300	13	$ 14,300	0%	230.00	2,990	-79%	360.00	4,680	-67%	229.00	2,977	-79%	360.00	4,680	-67%	676.00	8,788	-39%	4,823
117		733000		PRE/POST CONSTRUCTION SURVEYS	EA	$ 10,000	12	$ 120,000	12	$ 120,000	0%	2,000.00	24,000	-80%	2,500.00	30,000	-75%	4,005.00	48,060	-60%	1,500.00	18,000	-85%	1,960.00	23,520	-80%	28,716
118		750001	F	MISCELLANEOUS IRON AND STEEL	LB	$ 40	200	$ 8,000	200	$ 8,000	0%	22.00	4,400	-45%	50.00	10,000	25%	77.00	15,400	93%	200.00	40,000	400%	188.00	37,600	370%	21,480
119		780254		ADJUST ACCESS BOX FRAME AND COVER (UTILITY)	EA	$ 1,000	22	$ 22,000	22	$ 22,000	0%	2,000.00	44,000	100%	2,500.00	55,000	150%	758.00	16,676	-24%	515.00	11,330	-49%	3,820.00	84,040	282%	42,209
120		780258		ADJUST MANHOLE FRAME AND COVER (UTILITY)	EA	$ 2,500	3	$ 7,500	3	$ 7,500	0%	2,000.00	6,000	-20%	10,000.00	30,000	300%	2,225.00	6,675	-11%	7,000.00	21,000	180%	4,360.00	13,080	74%	15,351
121		780433		PAINT CURB (2-COAT)	SQFT	$ 5	94	$ 470	94	$ 470	0%	10.00	940	100%	3.00	282	-40%	3.20	301	-36%	3.00	282	-40%	54.50	5,123	990%	1,386
122		800360		CHAIN LINK FENCE (TYPE CL-6)	LF	$ 40	20,200	$ 808,000	20,200	$ 808,000	0%	40.00	808,000	0%	31.00	626,200	-23%	31.50	636,300	-21%	37.92	765,984	-5%	34.00	686,800	-15%	704,657
123		038001		WILDLIFE FENCING	LF	$ 110	18,200	$ 2,002,000	18,200	$ 2,002,000	1%	85.00	1,547,000	-23%	80.00	1,456,000	-27%	81.20	1,477,840	-26%	76.00	1,383,200	-31%	88.00	1,601,600	-20%	1,493,128
124		038002		WILDLIFE FENCING (WILDLIFE CROSSING)	LF	$ 110	4,450	$ 489,500	4,450	$ 489,500	0%	85.00	378,250	-23%	82.00	364,900	-25%	83.25	370,463	-24%	76.00	338,200	-31%	90.50	402,725	-18%	370,908
125		038003		WILDLIFE GATE	EA	$ 1,000	4	$ 4,000	4	$ 4,000	0%	6,000.00	24,000	500%	6,400.00	25,600	540%	6,500.00	26,000	550%	5,277.00	21,108	428%	7,050.00	28,200	605%	24,982

MID-COUNTY PARKWAY/RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT

Bid Opening Date: September 15, 2025 2:00 PM (PDT)

Legend	
> $100k below ENGR EST	> Other Bids
> $200k above Average Bid Pice	< Other bids
> 50% of Engineering Estimate	
< -75% of Engineering Estimate	

ITEM NUM	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ENGINEERING ESTIMATE UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	LOW BIDDER Skanska PRICE ($)	LOW BIDDER Skanska AMOUNT ($)	LOW BIDDER Skanska % VAR ENGR EST	SECOND BIDDER Ames Construction, Inc. PRICE ($)	SECOND BIDDER Ames Construction, Inc. AMOUNT ($)	SECOND BIDDER Ames Construction, Inc. % VAR ENGR EST	THIRD BIDDER Griffith Company PRICE ($)	THIRD BIDDER Griffith Company AMOUNT ($)	THIRD BIDDER Griffith Company % VAR ENGR EST	FOURTH BIDDER Granite Construction Company PRICE ($)	FOURTH BIDDER Granite Construction Company AMOUNT ($)	FOURTH BIDDER Granite Construction Company % VAR ENGR EST	FIFTH BIDDER Security Paving Company, Inc PRICE ($)	FIFTH BIDDER Security Paving Company, Inc AMOUNT ($)	FIFTH BIDDER Security Paving Company, Inc % VAR ENGR EST	AVERAGE OF BID AMOUNTS
126	038004	WILDLIFE GATE (WILDLIFE CROSSING)	EA	$ 1,000	4	$ 4,000	4	$ 4,000	0%	6,000.00	24,000	500%	6,400.00	25,600	540%	6,500.00	26,000	550%	5,277.00	21,108	428%	7,050.00	28,200	605%	24,982
127	038005	DRIFT FENCE	LF	$ 43	13	$ 553	13	$ 553	0%	700.00	9,100	1547%	320.00	4,160	653%	325.00	4,225	665%	629.00	8,177	1380%	352.00	4,576	728%	6,048
128	038006	DRIFT FENCE (WILDLIFE CROSSING)	LF	$ 43	38	$ 1,615	38	$ 1,615	0%	700.00	26,600	1547%	320.00	12,160	653%	325.00	12,350	665%	629.00	23,902	1380%	352.00	13,376	728%	17,678
129	038007	FENCE (3-STRAND, METAL POST) (WILDLIFE CROSSING)	LF	$ 25	520	$ 13,000	520	$ 13,000	0%	30.00	15,600	20%	17.00	8,840	-32%	17.25	8,970	-31%	27.50	14,300	10%	18.50	9,620	-26%	11,466
130	802580	12' CHAIN LINK GATE (TYPE CL-6)	EA	$ 3,000	8	$ 24,000	8	$ 24,000	0%	6,000.00	48,000	100%	2,800.00	22,400	-7%	2,840.00	22,720	-5%	5,277.00	42,216	76%	3,080.00	24,640	3%	31,995
131	803020	REMOVE FENCE	LF	$ 22	22,000	$ 484,000	22,000	$ 484,000	0%	2.50	55,000	-89%	4.50	99,000	-80%	1.30	28,600	-94%	2.40	52,800	-89%	4.80	105,600	-78%	68,200
132	038008	REMOVE FENCE (WILDLIFE CROSSING)	LF	$ 22	3,690	$ 81,180	3,690	$ 81,180	0%	2.50	9,225	-89%	4.00	14,760	-82%	1.30	4,797	-94%	2.40	8,856	-89%	4.40	16,236	-80%	10,775
133	810120	REMOVE PAVEMENT MARKER	EA	$ 1	8,080	$ 8,080	8,080	$ 8,080	0%	1.50	12,120	50%	1.00	8,080	0%	5.30	42,824	430%	1.00	8,080	0%	1.60	12,928	60%	16,806
134	810190	GUARD RAILING DELINEATOR	EA	$ 60	5	$ 300	5	$ 300	0%	20.00	100	-67%	65.00	325	8%	66.00	330	10%	57.00	285	-5%	437.00	2,185	628%	645
135	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	$ 6	3,770	$ 20,735	3,770	$ 20,735	0%	3.00	11,310	-45%	4.00	15,080	-27%	4.25	16,023	-23%	4.00	15,080	-27%	6.50	24,505	18%	16,400
136	820220	REMOVE MARKER	EA	$ 75	9	$ 675	9	$ 675	0%	2.00	18	-97%	20.00	180	-73%	90.00	810	20%	5.00	45	-93%	218.00	1,962	191%	603
137	820270	REMOVE ROADSIDE SIGN (WOOD POST)	EA	$ 200	4	$ 800	4	$ 800	0%	300.00	1,200	50%	360.00	1,440	80%	350.00	1,400	75%	350.00	1,400	75%	491.00	1,964	146%	1,481
138	820280	REMOVE ROADSIDE SIGN (METAL POST)	EA	$ 200	130	$ 26,000	130	$ 26,000	0%	100.00	13,000	-50%	77.00	10,010	-62%	75.00	9,750	-63%	75.00	9,750	-63%	491.00	63,830	146%	21,268
139	820480	RESET OBJECT MARKER	EA	$ 200	5	$ 1,000	5	$ 1,000	0%	50.00	250	-75%	250.00	1,250	25%	250.00	1,250	25%	25.00	125	-88%	546.00	2,730	173%	1,121
140	820620	RELOCATE ROADSIDE SIGN (METAL POST)	EA	$ 200	7	$ 1,400	7	$ 1,400	0%	200.00	1,400	0%	255.00	1,785	28%	250.00	1,750	25%	250.00	1,750	25%	655.00	4,585	228%	2,254
141	820760	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED)	SQFT	$ 20	1,180	$ 23,600	1,180	$ 23,600	0%	25.00	29,500	25%	22.50	26,550	13%	22.00	25,960	10%	22.00	25,960	10%	6.60	7,788	-67%	23,152
142	820810	METAL (ROADSIDE SIGN)	LB	$ 10	4,120	$ 41,200	4,120	$ 41,200	0%	14.00	57,680	40%	12.50	51,500	25%	12.00	49,440	20%	12.00	49,440	20%	6.60	27,192	-34%	47,050
143	832006	MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	$ 56	3,060	$ 171,360	3,060	$ 171,360	0%	50.00	153,000	-11%	43.00	131,580	-23%	43.50	133,110	-22%	46.70	142,902	-17%	47.50	145,350	-15%	141,188
144	038301	MIDWEST GUARDRAIL SYSTEM (STEEL POST) (WILDLIFE CROSSING)	LF	$ 56	440	$ 24,640	440	$ 24,640	0%	50.00	22,000	-11%	43.00	18,920	-23%	43.50	19,140	-22%	46.70	20,548	-17%	47.50	20,900	-15%	20,302
145	832070	VEGETATION CONTROL (MINOR CONCRETE)	SQYD	$ 112	400	$ 44,800	400	$ 44,800	0%	90.00	36,000	-20%	115.00	46,000	3%	152.00	60,800	36%	210.00	84,000	88%	74.50	29,800	-33%	51,320
146	839219	DOUBLE MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	$ 100	100	$ 10,000	100	$ 10,000	0%	135.00	13,500	35%	69.00	6,900	-31%	70.00	7,000	-30%	120.00	12,000	20%	76.50	7,650	-24%	9,410
147	038302	TRANSITION RAILING (TYPE AGT)	EA	$ 7,500	4	$ 30,000	4	$ 30,000	0%	6,000.00	24,000	-20%	5,300.00	21,200	-29%	5,380.00	21,520	-28%	5,056.00	20,224	-33%	5,870.00	23,480	-22%	22,085
148	038303	TRANSITION RAILING (TYPE AGT) (WILDLIFE CROSSING)	EA	$ 7,500	4	$ 30,000	4	$ 30,000	0%	6,000.00	24,000	-20%	5,300.00	21,200	-29%	5,380.00	21,520	-28%	5,056.00	20,224	-33%	5,870.00	23,480	-22%	22,085
149	839561	RAIL TENSIONING ASSEMBLY	EA	$ 1,500	1	$ 1,500	1	$ 1,500	0%	1,500.00	1,500	0%	1,350.00	1,350	-10%	1,370.00	1,370	-9%	1,534.00	1,534	2%	1,500.00	1,500	0%	1,451
150	038304	END CAP (TYPE TC-M)	EA	$ 250	4	$ 1,000	4	$ 1,000	0%	600.00	2,400	140%	450.00	1,800	80%	457.00	1,828	83%	554.00	2,216	122%	5,870.00	23,480	2248%	6,345
151	038305	END CAP (TYPE TC-M) (WILDLIFE CROSSING)	EA	$ 250	4	$ 1,000	4	$ 1,000	0%	600.00	2,400	140%	450.00	1,800	80%	457.00	1,828	83%	554.00	2,216	122%	5,870.00	23,480	2248%	6,345
152	839580	END ANCHOR ASSEMBLY (TYPE SFT-M)	EA	$ 2,250	3	$ 6,750	3	$ 6,750	0%	3,500.00	10,500	56%	2,200.00	6,600	-2%	2,235.00	6,705	-1%	3,128.00	9,384	39%	2,440.00	7,320	8%	8,102
153	038306	END ANCHOR ASSEMBLY (TYPE SFT-M) (WILDLIFE CROSSING)	EA	$ 2,250	2	$ 4,500	2	$ 4,500	0%	3,500.00	7,000	56%	2,200.00	4,400	-2%	2,235.00	4,470	-1%	3,128.00	6,256	39%	2,440.00	4,880	8%	5,401
154	839584	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	$ 6,250	1	$ 6,250	1	$ 6,250	0%	6,000.00	6,000	-4%	5,700.00	5,700	-9%	5,785.00	5,785	-7%	5,248.00	5,248	-16%	6,320.00	6,320	1%	5,811
155	038307	ALTERNATIVE IN-LINE TERMINAL SYSTEM (WILDLIFE CROSSING)	EA	$ 6,250	2	$ 12,500	2	$ 12,500	0%	6,000.00	12,000	-4%	5,700.00	11,400	-9%	5,785.00	11,570	-7%	5,248.00	10,496	-16%	6,320.00	12,640	1%	11,621
156	839752	REMOVE GUARDRAIL	LF	$ 34	360	$ 12,240	360	$ 12,240	0%	30.00	10,800	-12%	12.00	4,320	-65%	12.00	4,320	-65%	26.30	9,468	-23%	13.50	4,860	-60%	6,754
157	840516	THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)	SQFT	$ 7	2,530	$ 17,710	2,530	$ 17,710	0%	10.00	25,300	43%	6.60	16,698	-6%	6.90	17,457	-1%	5.75	14,548	-18%	17.50	44,275	150%	23,656
158	840615	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 18-12)	LF	$ 1	87,500	$ 87,500	87,500	$ 87,500	0%	2.00	175,000	100%	0.85	74,375	-15%	0.85	74,375	-15%	1.00	87,500	0%	1.10	96,250	10%	101,500
159	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	$ 1	245,000	$ 196,000	245,000	$ 196,000	0%	1.00	245,000	25%	0.40	98,000	-50%	0.38	93,100	-53%	0.25	61,250	-69%	0.50	122,500	-38%	123,970
160	840666	PAINT PAVEMENT MARKING (2-COAT)	SQFT	$ 6	920	$ 5,520	920	$ 5,520	0%	3.00	2,760	-50%	2.00	1,840	-67%	2.12	1,950	-65%	4.75	4,370	-21%	6.50	5,980	8%	3,380
161	846007	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	$ 1	254,000	$ 330,200	254,000	$ 330,200	0%	1.25	317,500	-4%	1.00	254,000	-23%	1.10	279,400	-15%	1.25	317,500	-4%	1.40	355,600	8%	304,800
162	846008	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 8-4)	LF	$ 2	7,380	$ 14,760	7,380	$ 14,760	0%	2.50	18,450	25%	0.80	5,904	-60%	0.85	6,273	-58%	1.00	7,380	-50%	2.70	19,926	35%	11,587
163	846009	8" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	$ 2	6,570	$ 13,140	6,570	$ 13,140	0%	3.00	19,710	50%	1.75	11,498	-13%	1.80	11,826	-10%	2.00	13,140	0%	4.60	30,222	130%	17,279
164	846013	12" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	$ 4	2,190	$ 8,760	2,190	$ 8,760	0%	10.00	21,900	150%	2.50	5,475	-38%	2.55	5,585	-36%	3.50	7,665	-13%	7.60	16,644	90%	11,454
165	846020	REMOVE PAINTED TRAFFIC STRIPE	LF	$ 1	145,000	$ 87,000	145,000	$ 87,000	0%	1.00	145,000	67%	0.40	58,000	-33%	0.38	55,100	-37%	0.25	36,250	-58%	0.82	118,900	37%	82,650
166	846025	REMOVE PAINTED PAVEMENT MARKING	SQFT	$ 4	920	$ 3,680	920	$ 3,680	0%	1.00	920	-75%	2.00	1,840	-50%	2.15	1,978	-46%	2.75	2,530	-31%	5.50	5,060	38%	2,466
167	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	$ 1	111,000	$ 77,700	111,000	$ 77,700	0%	2.00	222,000	186%	0.40	44,400	-43%	0.45	49,950	-36%	0.25	27,750	-64%	0.99	109,890	41%	90,798
168	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	$ 5	1,700	$ 8,500	1,700	$ 8,500	0%	2.00	3,400	-60%	2.00	3,400	-60%	2.10	3,570	-58%	2.75	4,675	-45%	7.60	12,920	52%	5,593
169	846051	12" RUMBLE STRIP (ASPHALT CONCRETE PAVEMENT)	STA	$ 65	810	$ 52,650	810	$ 52,650	0%	75.00	60,750	15%	135.00	109,350	108%	49.50	40,095	-24%	56.75	45,968	-13%	8.70	7,047	-87%	52,642
170	847148	METHYL METHACRYLATE PAINT TRAFFIC STRIPE CROSSWALK AND PAVEMENT MARKING	SQFT	$ 15	1,620	$ 24,300	1,620	$ 24,300	0%	10.00	16,200	-33%	15.25	24,705	2%	15.85	25,677	6%	10.00	16,200	-33%	19.50	31,590	30%	22,874
171	870200	LIGHTING SYSTEM	LS	$ 588,571	1	$ 588,571	1	$ 588,571	0%	360,000.00	360,000	-39%	357,000.00	357,000	-39%	375,000.00	375,000	-36%	357,000.00	357,000	-39%	409,400.00	409,400	-30%	371,680
172	038701	TEMPORARY SIGNAL SYSTEMS (RAMONA EXPY AT LAKEVIEW AVE)	LS	$ 952,868	1	$ 952,868	1	$ 952,868	0%	330,000.00	330,000	-65%	324,000.00	324,000	-66%	406,000.00	406,000	-57%	324,000.00	324,000	-66%	371,500.00	371,500	-61%	351,100

MID-COUNTY PARKWAY/RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT

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Legend	
> $100k below ENGR EST	> Other Bids
> $200k above Average Bid Pice	< Other bids
> 50% of Engineering Estimate	
< -75% of Engineering Estimate	

ITEM NUM		ITEM CODE		ITEM DESCRIPTION	UNIT OF MEASURE	ENGINEERING ESTIMATE UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	LOW BIDDER Skanska PRICE ($)	LOW BIDDER Skanska AMOUNT ($)	LOW BIDDER Skanska % VAR ENGR EST	SECOND BIDDER Ames Construction, Inc. PRICE ($)	SECOND BIDDER Ames Construction, Inc. AMOUNT ($)	SECOND BIDDER Ames Construction, Inc. % VAR ENGR EST	THIRD BIDDER Griffith Company PRICE ($)	THIRD BIDDER Griffith Company AMOUNT ($)	THIRD BIDDER Griffith Company % VAR ENGR EST	FOURTH BIDDER Granite Construction Company PRICE ($)	FOURTH BIDDER Granite Construction Company AMOUNT ($)	FOURTH BIDDER Granite Construction Company % VAR ENGR EST	FIFTH BIDDER Security Paving Company, Inc PRICE ($)	FIFTH BIDDER Security Paving Company, Inc AMOUNT ($)	FIFTH BIDDER Security Paving Company, Inc % VAR ENGR EST	AVERAGE OF BID AMOUNTS
173		038702		TEMPORARY SIGNAL SYSTEMS (RAMONA EXPY AT DAVIS RD/HANSEN AVE)	LS	$ 751,890	1	$ 751,890	1	$ 751,890	0%	435,000.00	435,000	-42%	428,000.00	428,000	-43%	490,000.00	490,000	-35%	428,000.00	428,000	-43%	490,800.00	490,800	-35%	454,360
174		038703		TEMPORARY SIGNAL SYSTEMS (RAMONA EXPY AT BRIDGE ST)	LS	$ 856,348	1	$ 856,348	1	$ 856,348	0%	315,000.00	315,000	-63%	312,000.00	312,000	-64%	412,000.00	412,000	-52%	312,000.00	312,000	-64%	357,800.00	357,800	-58%	341,760
175		038704		MODIFYING SIGNAL AND LIGHTING SYSTEMS (RAMONA EXPY AT LAKEVIEW AVE)	LS	$ 392,341	1	$ 392,341	1	$ 392,341	0%	225,000.00	225,000	-43%	219,000.00	219,000	-44%	219,000.00	219,000	-44%	219,000.00	219,000	-44%	251,100.00	251,100	-36%	226,620
176		038705		MODIFYING SIGNAL AND LIGHTING SYSTEMS (RAMONA EXPY AT DAVIS RD/HANSEN AVE)	LS	$ 421,228	1	$ 421,228	1	$ 421,228	0%	335,000.00	335,000	-20%	331,000.00	331,000	-21%	321,000.00	321,000	-24%	331,000.00	331,000	-21%	379,600.00	379,600	-10%	339,520
177		038706		MODIFYING SIGNAL AND LIGHTING SYSTEMS (RAMONA EXPY AT BRIDGE ST)	LS	$ 351,353	1	$ 351,353	1	$ 351,353	0%	250,000.00	250,000	-29%	251,000.00	251,000	-29%	254,000.00	254,000	-28%	251,000.00	251,000	-29%	287,800.00	287,800	-18%	258,760
178		038707		SIGNAL AND LIGHTING SYSTEM (RAMONA EXPY AT 5TH ST)	LS	$ 549,221	1	$ 549,221	1	$ 549,221	0%	500,000.00	500,000	-9%	491,121.00	491,121	-11%	504,000.00	504,000	-8%	491,121.00	491,121	-11%	563,200.00	563,200	3%	509,888
179		999990		MOBILIZATION (10%)	LS	$ 12,782,800	1	$ 12,782,800	1	$ 12,782,800	7%	10,738,228.07	10,738,228	-16%	10,900,000.00	10,900,000	-15%	11,000,000.00	11,000,000	-14%	14,000,000.00	14,000,000	10%	13,000,000.00	13,000,000	2%	11,927,646
180		192003	F	STRUCTURE EXCAVATION (BRIDGE)	CY	$ 330	1,334	$ 440,220	1,334	$ 440,220	0%	35.00	46,690	-89%	52.00	69,368	-84%	27.00	36,018	-92%	55.00	73,370	-83%	157.00	209,438	-52%	86,977
181		031903	F	STRUCTURE EXCAVATION (BRIDGE) (WILDLIFE CROSSING)	CY	$ 330	363	$ 119,790	363	$ 119,790	0%	50.00	18,150	-85%	145.00	52,635	-56%	60.00	21,780	-82%	80.00	29,040	-76%	189.00	68,607	-43%	38,042
182		193003	F	STRUCTURE BACKFILL (BRIDGE)	CY	$ 265	969	$ 256,785	969	$ 256,785	0%	110.00	106,590	-58%	325.00	314,925	23%	78.00	75,582	-71%	145.00	140,505	-45%	286.00	277,134	8%	182,947
183		031904	F	STRUCTURE BACKFILL (BRIDGE) (WILDLIFE CROSSING)	CY	$ 265	363	$ 96,195	363	$ 96,195	0%	55.00	19,965	-79%	225.00	81,675	-15%	110.00	39,930	-58%	210.00	76,230	-21%	227.00	82,401	-14%	60,040
184		034901		132" PERMANENT STEEL CASING	LF	$ 5,200	266	$ 1,383,200	266	$ 1,383,200	1%	850.00	226,100	-84%	750.00	199,500	-86%	840.00	223,440	-84%	1,750.00	465,500	-66%	1,050.00	279,300	-80%	278,768
185		034902		144" PERMANENT STEEL CASING	LF	$ 6,800	114	$ 775,200	114	$ 775,200	0%	1,000.00	114,000	-85%	825.00	94,050	-88%	938.00	106,932	-86%	2,000.00	228,000	-71%	1,220.00	139,080	-82%	136,412
186		490603		24" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	$ 550	3,356	$ 1,845,800	3,356	$ 1,845,800	1%	250.00	839,000	-55%	125.00	419,500	-77%	124.00	416,144	-77%	355.00	1,191,380	-35%	205.00	687,980	-63%	710,801
187		490622		120" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	$ 5,300	1,304	$ 6,911,200	1,304	$ 6,911,200	4%	3,200.00	4,172,800	-40%	2,800.00	3,651,200	-47%	3,070.00	4,003,280	-42%	3,000.00	3,912,000	-43%	3,180.00	4,146,720	-40%	3,977,200
188		496062		132" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	$ 6,200	550	$ 3,410,000	550	$ 3,410,000	2%	3,100.00	1,705,000	-50%	3,250.00	1,787,500	-48%	3,140.00	1,727,000	-49%	3,300.00	1,815,000	-47%	3,440.00	1,892,000	-45%	1,785,300
189		500001		PRESTRESSING CAST-IN-PLACE CONCRETE	LS	$ 4,150,000	1	$ 4,150,000	1	$ 4,150,000	2%	1,700,000.00	1,700,000	-59%	1,405,000.00	1,405,000	-66%	1,415,900.00	1,415,900	-66%	1,400,000.00	1,400,000	-66%	1,533,100.00	1,533,100	-63%	1,490,800
190		510051	F	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	$ 1,200	240	$ 288,000	240	$ 288,000	0%	500.00	120,000	-58%	750.00	180,000	-38%	499.00	119,760	-58%	975.00	234,000	-19%	890.00	213,600	-26%	173,472
191		035101	F	STRUCTURAL CONCRETE, BRIDGE FOOTING (WILDLIFE CROSSING)	CY	$ 1,200	85	$ 102,000	85	$ 102,000	0%	765.00	65,025	-36%	1,250.00	106,250	4%	786.00	66,810	-35%	1,200.00	102,000	0%	1,390.00	118,150	16%	91,647
192		510053	F	STRUCTURAL CONCRETE, BRIDGE	CY	$ 2,335	8,905	$ 20,793,175	8,905	$ 20,793,175	11%	1,298.00	11,558,690	-44%	1,400.00	12,467,000	-40%	1,845.00	16,429,725	-21%	1,650.00	14,693,250	-29%	1,450.00	12,912,250	-38%	13,612,183
193		510054	F	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	CY	$ 1,450	4,007	$ 5,810,150	4,007	$ 5,810,150	3%	850.00	3,405,950	-41%	1,000.00	4,007,000	-31%	344.00	1,378,408	-76%	1,310.00	5,249,170	-10%	997.00	3,994,979	-31%	3,607,101
194		035102	F	STRUCTURAL CONCRETE, BRIDGE (WILDLIFE CROSSING)	CY	$ 2,150	167	$ 359,050	167	$ 359,050	0%	1,500.00	250,500	-30%	2,100.00	350,700	-2%	2,730.00	455,910	27%	2,100.00	350,700	-2%	2,450.00	409,150	14%	363,392
195		035103	F	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER) (WILDLIFE CROSSING)	CY	$ 1,700	108	$ 183,600	108	$ 183,600	0%	1,800.00	194,400	6%	2,400.00	259,200	41%	578.00	62,424	-66%	2,800.00	302,400	65%	1,760.00	190,080	4%	201,701
196		510086	F	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	CY	$ 1,560	178	$ 277,680	178	$ 277,680	0%	900.00	160,200	-42%	1,150.00	204,700	-26%	1,080.00	192,240	-31%	1,400.00	249,200	-10%	1,630.00	290,140	4%	219,296
197		035104	F	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N) (WILDLIFE CROSSING)	CY	$ 1,560	221	$ 344,760	221	$ 344,760	0%	900.00	198,900	-42%	1,000.00	221,000	-36%	990.00	218,790	-37%	1,300.00	287,300	-17%	1,530.00	338,130	-2%	252,824
198		035105		CONCRETE SURFACE TEXTURE (FLUTED FIN)	SQFT	$ 40	8,528	$ 341,120	8,528	$ 341,120	0%	0.60	5,117	-99%	6.50	55,432	-84%	5.55	47,330	-86%	7.00	59,696	-83%	11.00	93,808	-73%	52,277
199		035106		CONCRETE SURFACE TEXTURE (FLUTED FIN) (WILDLIFE CROSSING)	SQFT	$ 40	403	$ 16,120	403	$ 16,120	0%	2.46	991	-94%	13.50	5,441	-66%	70.50	28,412	76%	22.00	8,866	-45%	11.00	4,433	-73%	9,628
200		518008		HINGE TRANSVERSE SHEAR KEY	LB	$ 9	47,423	$ 426,807	47,423	$ 426,807	0%	12.00	569,076	33%	6.00	284,538	-33%	7.75	367,528	-14%	14.00	663,922	56%	4.90	232,373	-46%	423,487
201		518051		PTFE SPHERICAL BEARING	EA	$ 28,700	25	$ 717,500	25	$ 717,500	0%	20,000.00	500,000	-30%	20,000.00	500,000	-30%	18,160.00	454,000	-37%	30,000.00	750,000	5%	24,550.00	613,750	-14%	563,550
202		035107		JOINT SEAL (MR 1/2") (WILDLIFE CROSSING)	LF	$ 110	159	$ 17,490	159	$ 17,490	0%	100.00	15,900	-9%	75.00	11,925	-32%	167.00	26,553	52%	80.00	12,720	-27%	110.00	17,490	0%	16,918
203		519094		JOINT SEAL ASSEMBLY (MR 3 1/2")	LF	$ 690	125	$ 86,250	125	$ 86,250	0%	650.00	81,250	-6%	850.00	106,250	23%	391.00	48,875	-43%	675.00	84,375	-2%	621.00	77,625	-10%	79,675
204		519104		JOINT SEAL ASSEMBLY (MR 8 1/2")	LF	$ 3,000	61	$ 183,000	61	$ 183,000	0%	2,700.00	164,700	-10%	3,700.00	225,700	23%	2,430.00	148,230	-19%	3,100.00	189,100	3%	3,010.00	183,610	0%	182,268
205		519105		JOINT SEAL ASSEMBLY (MR 7")	LF	$ 2,550	125	$ 318,750	125	$ 318,750	0%	2,700.00	337,500	6%	3,000.00	375,000	18%	1,630.00	203,750	-36%	3,300.00	412,500	29%	2,990.00	373,750	17%	340,500
206		520102	F	BAR REINFORCING STEEL (BRIDGE)	LB	$ 2	5,475,825	$ 10,951,650	5,475,825	$ 10,951,650	6%	1.15	6,297,199	-43%	1.20	6,570,990	-40%	1.25	6,844,781	-38%	1.20	6,570,990	-40%	1.30	7,118,573	-35%	6,680,507
207		035201	F	BAR REINFORCING STEEL (BRIDGE) (WILDLIFE CROSSING)	LB	$ 2	60,124	$ 120,248	60,124	$ 120,248	0%	1.75	105,217	-13%	1.50	90,186	-25%	1.45	87,180	-28%	1.50	90,186	-25%	1.60	96,198	-20%	93,793
208		520120	F	HEADED BAR REINFORCEMENT	EA	$ 62	13,343	$ 827,266	13,343	$ 827,266	0%	25.00	333,575	-60%	36.00	480,348	-42%	36.00	480,348	-42%	20.00	266,860	-68%	41.50	553,735	-33%	422,973
209		035501	F	FURNISH STRUCTURAL STEEL (BRIDGE) (WILDLIFE CROSSING)	EA	$ 500,000	1	$ 500,000	1	$ 500,000	0%	650,000.00	650,000	30%	600,000.00	600,000	20%	509,750.00	509,750	2%	450,000.00	450,000	-10%	439,900.00	439,900	-12%	529,930
210		035502	F	ERECT STRUCTURAL STEEL (BRIDGE) (WILDLIFE CROSSING)	EA	$ 100,000	1	$ 100,000	1	$ 100,000	0%	7,500.00	7,500	-93%	50,000.00	50,000	-50%	244,600.00	244,600	145%	115,000.00	115,000	15%	210,600.00	210,600	111%	125,540
211		600091		ACCESS OPENING, SOFFIT	EA	$ 3,700	33	$ 122,100	33	$ 122,100	0%	500.00	16,500	-86%	2,250.00	74,250	-39%	428.00	14,124	-88%	525.00	17,325	-86%	1,810.00	59,730	-51%	36,386
212		703460		24" WELDED STEEL PIPE CASING (BRIDGE)	LF	$ 450	80	$ 36,000	80	$ 36,000	0%	200.00	16,000	-56%	550.00	44,000	22%	463.00	37,040	3%	300.00	24,000	-33%	333.00	26,640	-26%	29,536
213		037301		MINOR CONCRETE (CURB) (WILDLIFE CROSSING)	LF	$ 33	220	$ 7,260	220	$ 7,260	0%	35.00	7,700	6%	56.00	12,320	70%	88.00	19,360	167%	8.00	1,760	-76%	54.50	11,990	65%	10,626
214		037302		MINOR CONCRETE (STAMPED CONCRETE) (WILDLIFE CROSSING)	SQFT	$ 20	935	$ 18,700	935	$ 18,700	0%	25.00	23,375	25%	13.00	12,155	-35%	23.00	21,505	15%	20.00	18,700	0%	24.00	22,440	20%	19,635
215		750501	F	MISCELLANEOUS METAL (BRIDGE)	LB	$ 40	2,042	$ 81,680	2,042	$ 81,680	0%	14.00	28,588	-65%	20.00	40,840	-50%	4.30	8,781	-89%	8.00	16,336	-80%	13.00	26,546	-68%	24,218
216		750505	F	BRIDGE DECK DRAINAGE SYSTEM	LB	$ 20	19,050	$ 381,000	19,050	$ 381,000	0%	15.00	285,750	-25%	20.00	381,000	0%	14.50	276,225	-28%	20.00	381,000	0%	11.00	209,550	-45%	306,705
217		038002	F	WILDLIFE FENCING @ TYPE 836 BARRIER (WILDLIFE CROSSING)	LF	$ 35	220	$ 7,700	220	$ 7,700	0%	80.00	17,600	129%	57.00	12,540	63%	58.00	12,760	66%	76.00	16,720	117%	63.00	13,860	80%	14,696
218		833088	F	TUBULAR HANDRAILING	LF	$ 190	2,188	$ 415,720	2,188	$ 415,720	0%	115.00	251,620	-39%	96.06	210,179	-49%	96.50	211,142	-49%	108.00	236,304	-43%	105.00	229,740	-45%	227,797
219		839744	F	CONCRETE BARRIER (TYPE 836 MODIFIED)	LF	$ 325	4,376	$ 1,422,200	4,376	$ 1,422,200	1%	200.00	875,200	-38%	180.00	787,680	-45%	198.00	866,448	-39%	170.00	743,920	-48%	183.00	800,808	-44%	814,811

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	> Other Bids
	< Other bids

ITEM NUM	ITEM CODE		ITEM DESCRIPTION	UNIT OF MEASURE	ENGINEERING ESTIMATE UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	LOW BIDDER Skanska PRICE ($)	LOW BIDDER Skanska AMOUNT ($)	LOW BIDDER Skanska % VAR ENGR EST	SECOND BIDDER Ames Construction, Inc. PRICE ($)	SECOND BIDDER Ames Construction, Inc. AMOUNT ($)	SECOND BIDDER Ames Construction, Inc. % VAR ENGR EST	THIRD BIDDER Griffith Company PRICE ($)	THIRD BIDDER Griffith Company AMOUNT ($)	THIRD BIDDER Griffith Company % VAR ENGR EST	FOURTH BIDDER Granite Construction Company PRICE ($)	FOURTH BIDDER Granite Construction Company AMOUNT ($)	FOURTH BIDDER Granite Construction Company % VAR ENGR EST	FIFTH BIDDER Security Paving Company, Inc PRICE ($)	FIFTH BIDDER Security Paving Company, Inc AMOUNT ($)	FIFTH BIDDER Security Paving Company, Inc % VAR ENGR EST	AVERAGE OF BID AMOUNTS
220	038308	F	CONCRETE BARRIER (TYPE 836 MODIFIED) (WILDLIFE CROSSING)	LF	$ 325	220	$ 71,500	220	$ 71,500	0%	200.00	44,000	-38%	350.00	77,000	8%	315.00	69,300	-3%	465.00	102,300	43%	177.00	38,940	-46%	66,308
221	000003C		36" RELOCATION	LS	$ 985,700	1	$ 985,700	1	$ 985,700	1%	500,000.00	500,000	-49%	950,000.00	950,000	-4%	1,720,000.00	1,720,000	74%	1,275,000.00	1,275,000	29%	1,308,300.00	1,308,300	33%	1,150,660
222	000003A		12" ABANDONMENT & RELOCATION	LS	$ 61,000	1	$ 61,000	1	$ 61,000	0%	100,000.00	100,000	64%	50,000.00	50,000	-18%	385,000.00	385,000	531%	150,000.00	150,000	146%	141,700.00	141,700	132%	165,340
223	000003B		18" RAW WATER RELOCATION	LS	$ 339,250	1	$ 339,250	1	$ 339,250	0%	215,000.00	215,000	-37%	150,000.00	150,000	-56%	550,000.00	550,000	62%	500,000.00	500,000	47%	294,400.00	294,400	-13%	341,880
						Total	$ 191,860,650		$ 191,860,650	100%		107,382,285	-44.03%		109,009,766	-43.18%		113,581,793	-40.80%		127,590,000	-33.50%		135,567,974	-29.34%	

Bid Analysis Report

MID-COUNTY PARKWAY/RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT

Five (5) sealed bids for the project were received and opened on September 15, 2025.

Our analysis follows Section 15.6, Contract Award, of the Caltrans Local Assistance Procedures Manual and utilizes the recommended bid analysis procedures in the FHWA document "Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation". Our review of each bid includes the following:

1. Assessing competition of bids received.
2. A checklist used to review bid documents for responsiveness.
3. A tabulation of bid items for each bidder that were compared to the Engineer's Estimate.
4. A review of Bid Items for unbalanced bids.
5. Contractor licenses for bidders and proposed subcontractors were researched on the Contractor's State License Board web site for validity.

Competition Assessment:

Results of the five (5) bids received indicate that the difference between the first, second and third bidders is 1.5% and 5.8% respectively. The low percentage difference between the bids indicates high competition and best price obtained for the Mid-County Parkway/Ramona Expressway Construction Contract 3 Project.

Commented [DD1]: Revise base on BI 131 Qty - Joie o confirm

Bidder	Bid Amount	Variance From Engineering Estimate		Variance From Lower Bid	
Engineering Estimate	191,860,650	Amount	%	Amount	%
Skanska USA Civil West California District Inc.	107,382,285	(84,478,365)	44.0%		
Ames Construction, Inc.	109,009,766	(82,850,884)	43.2%	1,627,481	1.5%
Griffith Company	113,581,793	(78,278,857)	40.8%	6,199,508	5.8%
Granite Construction Company	127,590,000	(64,270,650)	33.5%	20,207,715	18.8%
Security Paving Company, Inc	135,567,974	(56,292,676)	29.3%	28,185,689	26.2%

Bidder Responsiveness:

Skanska acknowledged addenda 1, 2, 3, 4 & 5 and signed the bid letter. This bidder also provided all other forms required to be submitted as part of the bid package, including signatures by a notary public.

Bid Item Tabulation and Unbalanced Bid Check

- All bidders used the estimated engineering quantities therefore there is no discrepancy in bid quantities. All cost variances are a direct result from the unit prices proposed by the bidders.
- All comparisons (Engineering Estimate, Bid Total, Average, 71/91 Rates) are based on same applicable quantities which makes % of Bid item total equal to % of Bid Item Unit Price.
- Skanska's bid items were analyzed and considered as potentially materially unbalanced if the bid items

varied outside of a range of either less than -75% or greater than 50% of the bid items from the Engineer's Estimate. Skanska's bid had seventy-seven (77) items that fell outside of this range. However, all bidders' proposals are significantly below engineering estimate and therefore this review item was not considered as materially unbalanced.

- The lowest bidder is 44.0% less than engineering estimate and 1.5% less than second bid.

- The highest bid is 26.2% higher than the lower bid and 29.3% lower than engineering estimate.

- Skanska's bid had three (3) bid items with a variance greater than (>$7,000,000) the Engineer's Estimate. These items compared with the average bid price from all bidders. The total effect of these items is less than 58% of engineering estimate and 10% less than the average.

							Skanska			Ames Construction, Inc.		Griffith Company		Granite Construction		Security Paving	
ITEM NUM	ITEM DESCRIPTION	UOM	BID QTY	EE ESTIMATE ($)	%OF ENGR EST	Average	AMOUNT ($)	% VAR ENGR EST	% VAR AVERAGE	AMOUNT ($)	% VAR ENGR EST	AMOUNT ($)	% VAR ENGR EST	AMOUNT ($)	% VAR ENGR EST	AMOUNT ($)	% VAR ENGR EST
48	IMPORTED BORROW (CY)	CY	257,000	19,146,500	10%	6,759,100	7,453,000	-61%	10%	4,369,000	-77%	4,369,000	-77%	5,654,000	-70%	11,950,500	-38%
192	STRUCTURAL CONCRETE, BRIDGE	CY	8,905	20,793,175	11%	13,612,183	11,558,690	-44%	-15%	12,467,000	-40%	16,429,725	-21%	14,693,250	-29%	12,912,250	-38%
46	ROADWAY EXCAVATION	CY	98,200	8,838,000	5%	2,592,480	1,669,400	-81%	-36%	1,964,000	-78%	1,423,900	-84%	3,338,800	-62%	4,566,300	-48%
				48,777,675		22,963,763	20,681,090	-58%	-10%	18,800,000		22,222,625		23,686,050		29,429,050	

- Skanska's bid had a total of twenty-three (23) bid items with a variance greater than (>$1,000,000) the Engineer's Estimate. These items represent 75% of the bid total price. The total effect of these items is less than 47% of engineering estimate and 8% less than the average. Time Related Overhead is 1% higher than average rate from all bidders.

									Skanska			Ames	Griffith	Granite	Security
ITEM NUM	ITEM DESCRIPTION	UOM	BID QTY	EE ESTIMATE ($)	%OF ENGR EST	ABSOLUTE VARIANCE	Average	AMOUNT ($)	% VAR ENGR EST	% VAR AVERAGE	AMOUNT ($)	AMOUNT ($)	AMOUNT ($)	AMOUNT ($)
8	TIME-RELATED OVERHEAD (WDAY)	WDAY	570	2,913,840	2%	3,014,160	5,893,800	5,928,000	103%	1%	5,130,000	7,011,000	5,130,000	6,270,000
48	IMPORTED BORROW (CY)	CY	257,000	19,146,500	10%	11,693,500	6,759,100	7,453,000	-61%	10%	4,369,000	4,369,000	5,654,000	11,950,500
192	STRUCTURAL CONCRETE, BRIDGE	CY	8,905	20,793,175	11%	9,234,485	13,612,183	11,558,690	-44%	-15%	12,467,000	16,429,725	14,693,250	12,912,250
46	ROADWAY EXCAVATION	CY	98,200	8,838,000	5%	7,168,600	2,592,480	1,669,400	-81%	-36%	1,964,000	1,423,900	3,338,800	4,566,300
206	BAR REINFORCING STEEL (BRIDGE)	LB	5,475,825	10,951,650	6%	4,654,451	6,680,507	6,297,199	-43%	-6%	6,570,990	6,844,781	6,570,990	7,118,573
43	CLEARING AND GRUBBING (LS)	LS	1	4,556,453	2%	4,056,453	663,396	500,000	-89%	-25%	300,000	515,000	1,498,728	503,250
58	HOT MIX ASPHALT (TYPE A)	TON	52,800	10,032,000	5%	3,960,000	6,705,600	6,072,000	-39%	-9%	6,019,200	8,078,400	6,019,200	7,339,200
68	REMOVE ASPHALT CONCRETE PAVEMENT (SF	SQFT	717,000	4,302,000	2%	3,585,000	1,046,820	717,000	-83%	-32%	645,300	1,075,500	1,075,500	1,720,800
11	TRAFFIC CONTROL SYSTEM	LS	1	4,555,000	2%	3,555,000	1,779,386	1,000,000	-78%	-44%	1,000,000	1,484,931	2,695,000	2,717,000
187	120" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	1,304	6,911,200	4%	2,738,400	3,977,200	4,172,800	-40%	5%	3,651,200	4,003,280	3,912,000	4,146,720
56	CLASS 2 AGGREGATE BASE (CY)	CY	56,500	6,102,000	3%	2,712,000	3,988,900	3,390,000	-44%	-15%	4,520,000	4,802,500	4,068,000	3,164,000
189	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1	4,150,000	2%	2,450,000	1,490,800	1,700,000	-59%	14%	1,405,000	1,415,900	1,400,000	1,533,100
193	STRUCTURAL CONCRETE, BRIDGE (POLYMER (	CY	4,007	5,810,150	3%	2,404,200	3,607,101	3,405,950	-41%	-6%	4,007,000	1,378,408	5,249,170	3,994,979
108	MINOR CONCRETE (STAMPED CONCRETE)	SQFT	283,000	6,226,000	3%	2,264,000	3,545,990	3,962,000	-36%	12%	3,197,900	2,009,300	5,094,000	3,466,750
19	TEMPORARY BARRIER SYSTEM	LF	129,000	3,870,000	2%	2,257,500	2,580,000	1,612,500	-58%	-38%	2,709,000	1,870,500	2,838,000	3,870,000
179	MOBILIZATION (10%)	LS	1	12,782,800	7%	2,044,572	11,927,646	10,738,228	-16%	-10%	10,900,000	11,000,000	14,000,000	13,000,000
61	RUBBERIZED HOT MIX ASPHALT (GAP GRADED	TON	31,100	6,220,000	3%	2,021,500	4,434,860	4,198,500	-33%	-5%	4,074,100	4,478,400	4,354,000	5,069,300
188	132" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	550	3,410,000	2%	1,705,000	1,785,300	1,705,000	-50%	-4%	1,787,500	1,727,000	1,815,000	1,892,000
101	ROCK SLOPE PROTECTION (1/4 T, CLASS V, MI	CY	8,300	2,490,000	1%	1,701,500	969,440	788,500	-68%	-19%	1,037,500	1,020,900	946,200	1,054,100
76	MINOR CONCRETE (MINOR STRUCTURE)	CY	1,350	3,105,000	2%	1,485,000	1,399,950	1,620,000	-48%	16%	1,282,500	1,410,750	1,255,500	1,431,000
49	IMPORTED BORROW (CY) (WILDLIFE CROSSIN(	CY	30,300	2,257,350	1%	1,378,650	824,160	878,700	-61%	7%	636,300	515,100	666,600	1,424,100
184	132" PERMANENT STEEL CASING	LF	266	1,383,200	1%	1,157,100	278,768	226,100	-84%	-19%	199,500	223,440	465,500	279,300
186	24" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	3,356	1,845,800	1%	1,006,800	710,801	839,000	-55%	18%	419,500	416,144	1,191,380	687,980
				152,652,118			87,254,187	80,432,567	-47%	-8%	78,292,490	83,503,859	93,930,818	100,111,202
	Total Bid							107,382,285			109,009,766	113,581,793	127,590,000	135,567,974
	Percent of the Bid							75%			72%	74%	74%	74%

- The twenty-three (23) were further compared to the average and with 71/91 project rates which were completed by Skanska. Bid Item 48 Imported Borrow is 10% higher than average rate. Both Ames Construction, Inc. and Griffith Company submitted exact price of $4,369,000 versus $7,453,000 which indicate cheaper/or closer backfill material available, this item could return future value engineering item and may save the project portion of the variance. Another four (4) Bid Items (Bid Item 108, 76, 189 and 187) are within 5-12% higher than the average price but they are less than 71/91 bid items price which indicate fair and reasonable price was submitted by Skanska.

								Skanska				Ames	Griffith	Granite	Security	
ITEM NUM	ITEM DESCRIPTION	UOM	BID QTY	EE ESTIMATE ($)	%OF ENGR EST	AVERAGE	VARIANCE FROM AVERAGE	AMOUNT ($)	% VAR ENGR EST	% VAR AVERAGE	% VAR 71/91 PROJECT	AMOUNT ($)	AMOUNT ($)	AMOUNT ($)	AMOUNT ($)	71/91 Project Total
48	IMPORTED BORROW (CY)	CY	257,000	19,146,500	10%	6,759,100	693,900	7,453,000	-61%	10%		4,369,000	4,369,000	5,654,000	11,950,500	
108	MINOR CONCRETE (STAMPED CONCRETE)	SQFT	283,000	6,226,000	3%	3,545,990	416,010	3,962,000	-36%	12%	-7%	3,197,900	2,009,300	5,094,000	3,466,750	4,245,000
76	MINOR CONCRETE (MINOR STRUCTURE)	CY	1,350	3,105,000	2%	1,399,950	220,050	1,620,000	-48%	16%	-66%	1,282,500	1,410,750	1,255,500	1,431,000	4,725,000
189	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1	4,150,000	2%	1,490,800	209,200	1,700,000	-59%	14%	-51%	1,405,000	1,415,900	1,400,000	1,533,100	3,500,000
187	120" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	1,304	6,911,200	4%	3,977,200	195,600	4,172,800	-40%	5%	7%	3,651,200	4,003,280	3,912,000	4,146,720	3,912,000
186	24" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	3,356	1,845,800	1%	710,801	128,199	839,000	-55%	18%	-48%	419,500	416,144	1,191,380	687,980	1,610,880
49	IMPORTED BORROW (CY) (WILDLIFE CROSSIN	CY	30,300	2,257,350	1%	824,160	54,540	878,700	-61%	7%		636,300	515,100	666,600	1,424,100	
8	TIME-RELATED OVERHEAD (WDAY)	WDAY	570	2,913,840	2%	5,893,800	34,200	5,928,000	103%	1%	4%	5,130,000	7,011,000	5,130,000	6,270,000	5,700,000
184	132" PERMANENT STEEL CASING	LF	266	1,383,200	1%	278,768	(52,668)	226,100	-84%	-19%	-91%	199,500	223,440	465,500	279,300	2,527,000
188	132" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	550	3,410,000	2%	1,785,300	(80,300)	1,705,000	-50%	-4%	-17%	1,787,500	1,727,000	1,815,000	1,892,000	2,062,500
43	CLEARING AND GRUBBING (LS)	LS	1	4,556,453	2%	663,396	(163,396)	500,000	-89%	-25%	300%	300,000	515,000	1,498,728	503,250	125,000
101	ROCK SLOPE PROTECTION (1/4 T, CLASS V, MI	CY	8,300	2,490,000	1%	969,440	(180,940)	788,500	-68%	-19%	-27%	1,037,500	1,020,900	946,200	1,054,100	1,079,000
193	STRUCTURAL CONCRETE, BRIDGE (POLYMER	CY	4,007	5,810,150	3%	3,607,101	(201,151)	3,405,950	-41%	-6%	55%	4,007,000	1,378,408	5,248,170	3,994,979	2,203,850
61	RUBBERIZED HOT MIX ASPHALT (GAP GRADED	TON	31,100	6,220,000	3%	4,434,860	(236,360)	4,198,500	-33%	-5%	-23%	4,074,100	4,478,400	4,354,000	5,069,300	5,442,500
68	REMOVE ASPHALT CONCRETE PAVEMENT (SP	SQFT	717,000	4,302,000	2%	1,046,820	(329,820)	717,000	-83%	-32%		645,300	1,075,500	1,075,500	1,720,800	
206	BAR REINFORCING STEEL (BRIDGE)	LB	5,475,825	10,951,650	6%	6,680,507	(383,308)	6,297,199	-43%	-6%	-15%	6,570,990	6,844,781	6,570,990	7,118,573	7,447,122
56	CLASS 2 AGGREGATE BASE (CY)	CY	56,500	6,102,000	3%	3,988,900	(598,900)	3,390,000	-44%	-15%	-33%	4,520,000	4,802,500	4,068,000	3,164,000	5,085,000
58	HOT MIX ASPHALT (TYPE A)	TON	52,800	10,032,000	5%	6,705,600	(633,600)	6,072,000	-39%	-9%	-26%	6,019,200	8,078,400	6,019,200	7,339,200	8,184,000
11	TRAFFIC CONTROL SYSTEM	LS	1	4,555,000	2%	1,779,386	(779,386)	1,000,000	-78%	-44%	-50%	1,000,000	1,484,931	2,695,000	2,717,000	2,000,000
46	ROADWAY EXCAVATION	CY	98,200	8,838,000	5%	2,592,480	(923,080)	1,669,400	-81%	-36%	84%	1,964,000	1,423,900	3,338,800	4,566,300	938,350
19	TEMPORARY BARRIER SYSTEM	LF	129,000	3,870,000	2%	2,580,000	(967,500)	1,612,500	-58%	-38%	79%	2,709,000	1,870,500	2,838,000	3,870,000	903,000
179	MOBILIZATION (10%)	LS	1	12,782,800	7%	11,927,646	(1,189,418)	10,738,228	-16%	-10%	-7%	10,900,000	11,000,000	14,000,000	13,000,000	11,584,918
192	STRUCTURAL CONCRETE, BRIDGE	CY	8,905	20,793,175	11%	13,612,183	(2,053,493)	11,558,690	-44%	-15%	8%	12,467,000	16,429,725	14,693,250	12,912,250	10,686,000
				152,652,118		87,254,187		80,432,567	-47%	-100%	-4%	78,292,490	83,503,859	93,930,818	100,111,202	83,931,120
	Total Bid							107,382,285				109,009,766	113,581,793	127,590,000	135,567,974	120,500,000
	Percent of the Bid							75%				72%	74%	74%	74%	70%

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

****

CONTRACT

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CONSTRUCTION SERVICES FOR THE MID-COUNTY PARKWAY/RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT

RCTC Agreement No. 26-31-005-00

July 31, 2025

BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION

AND

SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT INC.

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CONSTRUCTION SERVICES FOR THE MID-COUNTY PARKWAY/RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT

RCTC AGREEMENT NO. 26-31-005-00

1. PARTIES AND DATE.

This Contract is made and entered into this ____ day of _____, 2025 by and between the Riverside County Transportation Commission (hereinafter called the "Commission") and Skanska USA Civil West California District, Inc. (hereinafter called the "Contractor"). This Contract is for that Work described in the Contract Documents entitled CONSTRUCTION SERVICES FOR THE MID-COUNTY PARKWAY/RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT.

2. RECITALS.

2.1 The Commission is a County Transportation Commission organized under the provisions of Sections 130000, et seq. of the Public Utilities Code of the State of California, with power to contract for services necessary to achieving its purpose;

2.2 Contractor, in response to a Notice Inviting Bids issued by Commission on July 31, 2025, has submitted a bid proposal for the MID-COUNTY PARKWAY/RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT;

2.3 Commission has duly opened and considered the Contractor's bid proposal and duly awarded the bid to Contractor in accordance with the Notice Inviting Bids and other Bid Documents.

2.4 Contractor has obtained, and delivers concurrently herewith, Performance and Payment Bonds and evidences of insurance coverage as required by the Contract Documents.

3. TERMS.

3.1 Incorporation of Documents.

This Contract includes and hereby incorporates in full by reference this Contract and the following Contract Documents provided with the above referenced Notice Inviting Bids, including all exhibits, drawings, specifications and documents therein, and attachments thereto, all of which, including all addendum thereto, are by this reference incorporated herein and made a part of this Contract:

a. NOTICE INVITING BIDS

b. INSTRUCTIONS TO BIDDERS

c. CONTRACT BID FORMS

d. FORM OF CONTRACT

e. PAYMENT AND PERFORMANCE BOND FORMS

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f. ESCROW AGREEMENT FOR SECURITY DEPOSITS

g. CONTRACT APPENDIX

PART "A" – Regulatory Requirements and Permits

PART "B" – Standard Provisions

PART "C" – Special Provisions

PART "D" – Contract Drawings

PART "E" – Contract Compliance Provisions/DBE Requirements (Not used)

PART "F" – Federal Minimum Wage Requirements

PART "G" – Federal Requirements for Federal Aid Construction Contracts

PART "H" – Supplemental Materials

h. ADDENDUM NO.(S) (1 -5)

In addition to the above:

1) The Federal Minimum Wage Rates from Part "F" are attached to this Contract as Exhibit "B" and incorporated herein by reference; and

2) The Federal Requirements for Federal Aid Construction Contracts, from Part "G" are attached to this Contract as Exhibit "C" and incorporated herein by reference.

3.2 Contractor's Basic Obligation.

Contractor promises and agrees, at his own cost and expense, to furnish to the Commission all labor, materials, tools, equipment, services, and incidental and customary work for the construction of the Mid-County Parkway/Ramona Expressway Construction Contract 3 Project. The Project is in Riverside County along the Ramona Expressway, from 1.0 mile east of Rider Street to Warren Road in the Communities of Nuevo and Lakeview. Notwithstanding anything else in the Contract Documents, the Contractor shall complete the Work for a total of One Hundred Seven Million, Three Hundred Eighty-Two Thousand, Two-Hundred Eighty-Five Dollars ($107,382,285), as specified in the bid proposal and pricing schedules submitted by the Contractor in response to the above referenced Notice Inviting Bids. Such amount shall be subject to adjustment in accordance with the applicable terms of this Contract. All Work shall be subject to, and performed in accordance with the above referenced Contract Documents.

3.3 Beginning of Work, Time of Completion and Liquidate Damages.

The Contractor shall begin work within 55 calendar days after the issuance of the Notice to Proceed. This Work shall be diligently prosecuted to completion before the expiration of (excluding plant establishment work) **570 working days** beginning on the fifty-fifth calendar day after the date

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shown on the Notice to Proceed. Contractor agrees that if such Work is not completed within the aforementioned periods, liquidated damages will apply as provided by the applicable provisions of the Standard Provisions, found in Part "B" of the Contract Appendix.

3.4 Commission's Basic Obligation.

Commission agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract Documents, the Commission shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of services and obligation required by this Contract, the above referenced compensation in accordance with Compensation Provisions set forth in the Contract Documents.

3.5 California Prevailing Wages; Conflicts.

The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith. In addition, since the project is federally funded, federal prevailing wage rates also apply. If there is a difference between the minimum wage rate predetermined by the U.S. Secretary of Labor, and attached to this Contract, and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and its subcontractors shall pay not less than the higher wage rate.

3.6 Contractor's Labor Certification.

Contractor maintains that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose is attached to this Contract as Exhibit "A" and incorporated herein by reference, and shall be executed simultaneously with this Contract.

3.7 Successors.

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract. Contractor may not either voluntarily or by action of law, assign any obligation assumed by Contractor hereunder without the prior written consent of Commission.

3.8 Notices.

All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

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Contractor:	Commission:
Skanska USA Civil West California District, Inc. 1995 Agua Mansa Road Riverside, CA 92509 Attn: James Bailey	Riverside County Transportation Commission P.O. Box 12008 Riverside, California 92502-2208 Attn: Executive Director

Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail, first class postage prepaid, addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

CONTRACTOR
SKANSKA USA CIVIL WEST

CALIFORNIA DISTRICT, INC.

By:_____

Name:_____

Title:_____

Tax I.D. Number:_____

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By:_____

Name:_____

Riverside County Transportation Commission

APPROVED AS TO FORM:

By:_____

Best Best & Krieger LLP
Counsel, RCTC

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EXHIBIT "A"

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code. I agree to and will comply with such provisions before commencing the Work governed by this Contract.

CONTRACTOR
SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT, INC.

By:

_____
Signature

Name:_____

Title:_____

Date:_____

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EXHIBIT "B"

FEDERAL MINIMUM WAGE RATES

[attached behind this page]

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"General Decision Number: CA20250025 08/22/2025

Superseded General Decision Number: CA20240025

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Riverside County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

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Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	01/24/2025
3	02/07/2025
4	02/21/2025
5	02/28/2025
6	03/28/2025
7	06/06/2025
8	08/01/2025
9	08/08/2025
10	08/15/2025
11	08/22/2025

ASBE0005-002 09/01/2024

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 56.32	26.52
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 39.94	20.65

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)	$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER	$ 51.98	42.11

* BRCA0004-011 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	$ 45.53	20.29

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2024

	Rates	Fringes
MARBLE FINISHER	$ 43.38	15.36
TILE FINISHER	$ 37.96	13.77
TILE LAYER	$ 51.82	19.32

BRCA0018-010 09/01/2024

	Rates	Fringes
TERRAZZO FINISHER	$ 42.11	14.67
TERRAZZO WORKER/SETTER	$ 49.62	15.26

CARP0213-001 01/01/2024

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer	$ 48.86	22.88
(2) Millwright	$ 49.36	22.88
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)	$ 48.99	22.88
(4) Pneumatic Nailer, Power Stapler	$ 51.85	16.28
(5) Sawfiler	$ 51.69	16.28
(6) Scaffold Builder	$ 40.77	22.38
(7) Table Power Saw Operator	$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet	$ 834.40	16.28
(2) Standby	$ 445.84	16.28
(3) Tender	$ 437.84	16.28
(4) Assistant Tender	$ 413.84	16.28

Amounts in ""Rates' column are per day

CARP0213-004 01/01/2024

	Rates	Fringes
Drywall		

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DRYWALL INSTALLER/LATHER....$ 48.86 22.88
STOCKER/SCRAPPER.....$ 20.80 9.97

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....$	21.85	7.15

ELEC0440-001 12/30/2024

	Rates	Fringes
ELECTRICIAN		
INSIDE ELECTRICIAN.....$	56.26	3%+28.48
INTELLIGENT TRANSPORTATION SYSTEMS		
Electrician.....$	36.99	3%+23.18
Technician.....$	27.75	3%+23.18

ZONE PAY: Zone A: Free travel zone for all contractors performing work in Zone A.
Zone B:Any work performed in Zone (B) shall add $12.00 per hour to the current wage scale. Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south begininng at Little Morongo Canyon (San Bernardino/Riverside County Line), Southeast along the Coachella Tunnels, Colorado River Aqueduct and Mecca Tunnels to Pinkham Wash then South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 86 to Riverside/Imperial County Line.

ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..$	70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....$	53.30	22.26
(3) Groundman.....$	40.76	21.76
(4) Powderman.....$	51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....$	69.43	38.435+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

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b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman	$ 64.10	38.75
(2) Dredge dozer	$ 58.13	38.75
(3) Deckmate	$ 58.02	38.75
(4) Winch operator (stern winch on dredge)	$ 57.47	38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 56.93	38.75
(6) Barge Mate	$ 57.54	38.75

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1	$ 53.90	32.80
GROUP 2	$ 54.68	32.80
GROUP 3	$ 54.97	32.80
GROUP 4	$ 56.46	32.80
GROUP 6	$ 56.68	32.80
GROUP 8	$ 56.79	32.80
GROUP 10	$ 56.91	32.80
GROUP 12	$ 57.08	32.80
GROUP 13	$ 57.18	32.80
GROUP 14	$ 57.21	32.80
GROUP 15	$ 57.29	32.80
GROUP 16	$ 57.41	32.80
GROUP 17	$ 57.58	32.80
GROUP 18	$ 57.68	32.80
GROUP 19	$ 57.79	32.80
GROUP 20	$ 57.91	32.80
GROUP 21	$ 58.08	32.80
GROUP 22	$ 58.18	32.80
GROUP 23	$ 58.29	32.80
GROUP 24	$ 58.41	32.80
GROUP 25	$ 58.58	32.80
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1	$ 55.25	32.80
GROUP 2	$ 56.03	32.80
GROUP 3	$ 56.32	32.80
GROUP 4	$ 56.46	32.80
GROUP 5	$ 56.68	32.80
GROUP 6	$ 56.79	32.80
GROUP 7	$ 56.91	32.80
GROUP 8	$ 57.08	32.80
GROUP 9	$ 57.25	32.80
GROUP 10	$ 58.25	32.80
GROUP 11	$ 59.25	32.80
GROUP 12	$ 60.25	32.80
GROUP 13	$ 61.25	32.80

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OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1	$ 55.75	32.80
GROUP 2	$ 56.53	32.80
GROUP 3	$ 56.82	32.80
GROUP 4	$ 56.96	32.80
GROUP 5	$ 57.18	32.80
GROUP 6	$ 57.29	32.80
GROUP 7	$ 57.41	32.80

PREMIUM PAY:
$10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator

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(asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John

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Deere, 1040 and similar single unit); Self- propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, Caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

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GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds.

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struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

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GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32,

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T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the

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intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 45.78	26.51
Ornamental, Reinforcing and Structural	$ 50.70	35.15

PREMIUM PAY:

$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-005 07/01/2025

	Rates	Fringes
Asbestos Removal Laborer	$ 46.48	25.93

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LABO0345-001 07/01/2025

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1	$ 55.88	23.77
GROUP 2	$ 54.93	23.77
GROUP 3	$ 51.39	23.77

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2025

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer	$ 47.94	20.86
(2) Vehicle Operator/Hauler	$ 48.11	20.86
(3) Horizontal Directional Drill Operator	$ 49.96	20.86
(4) Electronic Tracking Locator	$ 51.96	20.86
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1	$ 49.30	23.97
GROUP 2	$ 50.60	23.97
GROUP 3	$ 52.61	23.97
GROUP 4	$ 54.35	23.97

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and

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preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1184-002 07/01/2025

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	$ 53.60	25.74
GROUP 2	$ 53.92	25.74
GROUP 3	$ 54.38	25.74
GROUP 4	$ 55.07	25.74
LABORER		
GROUP 1	$ 46.48	25.95
GROUP 2	$ 47.03	25.95
GROUP 3	$ 47.58	25.95
GROUP 4	$ 49.13	25.95
GROUP 5	$ 49.48	25.95

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs,

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gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

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GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO1184-004 07/01/2024

	Rates	Fringes
Brick Tender	$ 41.53	22.54

LABO1414-001 08/06/2025

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER	$ 46.17	25.97
PLASTER TENDER	$ 48.72	25.97

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County)	$ 29.59	17.12
(2) All Other Work	$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 49.33	26.82

PAIN0036-015 01/01/2025

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	Rates	Fringes
GLAZIER	$ 53.05	30.64

FOOTNOTE: Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER	$ 47.37	19.64

PLAS0500-002 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 44.00	27.11

PLUM0016-001 09/01/2024

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space	$ 57.67	25.63
Work ONLY on strip malls, light commercial, tenant improvement and remodel work	$ 44.24	23.96
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work	$ 59.48	26.61

PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 40.20	25.90
Sewer & Storm Drain Work	$ 44.29	23.28

ROOF0036-002 08/01/2024

	Rates	Fringes
ROOFER	$ 49.43	20.58

FOOTNOTE: Pitch premium: Work on which employees are exposed

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to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour ""pitch premium"" pay.

SFCA0669-002 01/01/2025

	Rates	Fringes
SPRINKLER FITTER	$ 47.45	28.50

SHEE0105-003 01/01/2025

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work	$ 59.31	30.43
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort	$ 56.95	30.04

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* TEAM0011-002 07/01/2025

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 41.59	35.69
GROUP 2	$ 41.74	35.69
GROUP 3	$ 41.87	35.69
GROUP 4	$ 42.06	35.69
GROUP 5	$ 42.09	35.69
GROUP 6	$ 42.12	35.69
GROUP 7	$ 42.37	35.69
GROUP 8	$ 42.62	35.69
GROUP 9	$ 42.82	35.69
GROUP 10	$ 43.12	35.69
GROUP 11	$ 43.62	35.69
GROUP 12	$ 44.05	35.69

WORK ON ALL MILITARY BASES:
PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

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GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

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on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may

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include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

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"General Decision Number: CA20250017 08/22/2025

Superseded General Decision Number: CA20240017

State: California

Construction Type: Residential

Counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties in California.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

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Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	01/24/2025
3	02/07/2025
4	02/21/2025
5	02/28/2025
6	03/07/2025
7	03/28/2025
8	04/18/2025
9	06/06/2025
10	07/04/2025
11	07/18/2025
12	08/01/2025
13	08/08/2025
14	08/15/2025
15	08/22/2025

ASBE0005-002 09/01/2024

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 56.32	26.52
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 39.94	20.65

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)	$ 23.52	13.37

* BRCA0004-001 05/01/2024

	Rates	Fringes
Bricklayer; Marble Setter		
Los Angeles County	$ 50.07	20.29
Orange County	$ 50.07	20.29
Riverside & San Bernardino Counties	$ 50.07	20.29
Ventura County	$ 50.07	20.29

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the

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standard San Bernardino/Riverside County hourly wage rate

BRCA0004-004 11/01/2024

IMPERIAL

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	$ 58.81	19.14

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* BRCA0004-009 05/01/2024

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	$ 50.07	20.29

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-001 06/01/2024

	Rates	Fringes
MARBLE FINISHER	$ 43.38	15.36
TILE FINISHER	$ 37.96	13.77

BRCA0018-002 06/01/2024

SAN LUIS OBISPO AND SANTA BARBARA

	Rates	Fringes
TILE LAYER	$ 51.82	19.32

BRCA0018-003 06/01/2024

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO & VENTURA

	Rates	Fringes
TILE LAYER	$ 51.82	19.32

BRCA0018-010 09/01/2024

	Rates	Fringes
TERRAZZO FINISHER	$ 42.11	14.67
TERRAZZO WORKER/SETTER	$ 49.62	15.26

CARP0213-005 01/01/2022

Work on wood frame single family homes and apartments up to and including 4 stories:

	Rates	Fringes

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CARPENTER

Cabinet installer	$ 40.46	16.28
Fence builder	$ 39.91	15.37
Framer & finish carpenter	$ 40.75	16.28
Insulation installer	$ 25.66	15.96
Roof loader of shingles	$ 30.08	16.28
Shingler	$ 39.90	16.28
Subterranean garage concrete construction and carpenters performing on grade slab concrete construction	$ 39.38	16.28

CARP0213-006 07/01/2021

	Rates	Fringes
Drywall		
(1) Work on Wood-Framed Single Family Homes, and Wood-Framed Apartment Buildings up to and including 4 Stories		
Drywall Installer/Lather	$ 32.14	16.28
Stocker/Scrapper	$ 22.16	8.62
(2) All other Work		
Drywall Installer/Lather	$ 51.60	16.28
Stocker/Scrapper	$ 22.16	8.62

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer	$ 21.85	7.15

ELEC0011-003 06/26/2023

LOS ANGELES

	Rates	Fringes
ELECTRICIAN (does not include fire alarm, hold-up alarm, burglar alarm and surveillance systems)	$ 34.88	3%+8.21

ELEC0011-008 01/01/2024

COMMUNICATIONS AND SYSTEMS WORK

LOS ANGELES COUNTY

	Rates	Fringes
Communications System Installer	$ 46.47	3%+17.08

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call

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systems, radio page, burglar alarms and fire alarms.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

ELEC0413-002 12/01/2024

SANTA BARBARA COUNTY

	Rates	Fringes
Electricians	$ 41.00	3%+3.50

WORK AT VANDENBERG AFB: $3.75 additional per hour.

ELEC0413-004 12/31/2024

COMMUNICATIONS AND SYSTEMS WORK

SANTA BARBARA COUNTY

	Rates	Fringes
Communications System Installer	$ 48.13	3%+16.05

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEC0440-002 12/30/2024

RIVERSIDE

	Rates	Fringes
ELECTRICIAN	$ 56.26	3%+28.48

ELEC0440-005 12/31/2024

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COMMUNICATIONS AND SYSTEMS WORK

RIVERSIDE AND SAN BERNARDINO COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 45.23	3%+19.11
Technician	$ 33.09	15.89

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarms.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

ELEC0441-002 12/30/2024

ORANGE

	Rates	Fringes
ELECTRICIAN	$ 36.13	11.08

ELEC0477-003 05/26/2025

SAN BERNARDINO

	Rates	Fringes
ELECTRICIAN	$ 37.63	3%+8.28

ELEC0569-003 06/01/2024

IMPERIAL

	Rates	Fringes
ELECTRICIAN		
1 to 3 Stories	$ 40.50	8.18

ELEC0639-002 06/01/2025

SAN LUIS OBISPO

	Rates	Fringes
ELECTRICIAN	$ 55.50	24.42

ELEC0639-003 06/30/2025

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COMMUNICATIONS AND SYSTEMS WORK

SAN LUIS OBISPO COUNTY

	Rates	Fringes
Communications System		
Installer	$ 49.73	17.54
Technician	$ 30.89	11.66

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEC0952-002 06/30/2025

VENTURA

	Rates	Fringes
CABLE SPLICER		
All work within 32 road miles or less from the nearest base point	$ 58.40	31.72
ELECTRICIAN		
All work within 32 road miles or less from the nearest base point	$ 53.09	31.56

ALL WORK MORE THAN 32 ROAD MILES FROM NEAREST BASE POINT: Add $5.00 to the basic hourly rate. BASE POINTS: the main Post Office in the cities of Camarillo, Oak View, Oxnard, Santa Paula and Ventura.

ELEC0952-006 12/31/2024

COMMUNICATIONS AND SYSTEMS WORK

VENTURA COUNTY ONLY

	Rates	Fringes
Communications System		
Installer	$ 46.47	19.22

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SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEV0008-004 01/01/2025

SAN LUIS OBISPO

	Rates	Fringes
ELEVATOR MECHANIC	$ 84.05	38.435+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ELEV0018-004 01/01/2025

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA AND VENTURA

	Rates	Fringes
ELEVATOR MECHANIC	$ 69.43	38.435+a+b

FOOTNOTE:
PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-001 07/01/2018

	Rates	Fringes
OPERATOR: Power Equipment		

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(Cranes, Piledriving & Hoisting)

GROUP 1	$ 46.65	25.25
GROUP 2	$ 47.43	25.25
GROUP 3	$ 47.72	25.25
GROUP 4	$ 47.86	25.25
GROUP 5	$ 48.08	25.25
GROUP 6	$ 48.19	25.25
GROUP 7	$ 48.31	25.25
GROUP 8	$ 48.48	25.25
GROUP 9	$ 48.65	25.25
GROUP 10	$ 49.65	25.25
GROUP 11	$ 50.65	25.25
GROUP 12	$ 51.65	25.25
GROUP 13	$ 52.65	25.25

OPERATOR: Power Equipment

GROUP 1	$ 45.30	25.25
GROUP 2	$ 46.08	25.25
GROUP 3	$ 46.37	25.25
GROUP 4	$ 47.86	25.25
GROUP 5	$ 48.96	25.25
GROUP 6	$ 48.08	25.25
GROUP 7	$ 49.18	25.25
GROUP 8	$ 48.19	25.25
GROUP 9	$ 49.29	25.25
GROUP 10	$ 48.31	25.25
GROUP 11	$ 49.41	25.25
GROUP 12	$ 49.48	25.25
GROUP 13	$ 48.58	25.25
GROUP 14	$ 48.61	25.25
GROUP 15	$ 48.69	25.25
GROUP 16	$ 48.81	25.25
GROUP 17	$ 48.98	25.25
GROUP 18	$ 49.08	25.25
GROUP 19	$ 49.19	25.25
GROUP 20	$ 49.31	25.25
GROUP 21	$ 49.48	25.25
GROUP 22	$ 49.58	25.25
GROUP 23	$ 49.69	25.25
GROUP 24	$ 49.81	25.25
GROUP 25	$ 49.98	25.25

PREMIUM PAY:

$10.00 per hour shall be paid on all Power Equipment Operator work on the followjng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator;

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Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc); Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons;

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Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine oeprator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (side steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator (including water wells); Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

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GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel

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type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

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GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 45.78	26.51
Ornamental, Reinforcing and Structural	$ 50.70	35.15

PREMIUM PAY:

$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps

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Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0220-003 07/01/2019

Residential, 4 Stories

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 35.24	20.09
GROUP 2	$ 35.79	20.09
GROUP 3	$ 36.34	20.09
GROUP 4	$ 37.89	20.09
GROUP 5	$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual);Railroad maintenance, repair track person and road beds;Streetcar and railroad construction track laborers; Rigging andsignaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

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GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in theditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic,conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting,Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

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LABO0220-006 07/01/2024

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
Brick Tender	$ 41.53	22.54

LABO0300-002 07/01/2024

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LOS ANGELES COUNTY

	Rates	Fringes
Brick Tender	$ 41.53	22.54

LABO0300-004 07/01/2022

Residential, 4 Stories

LOS ANGELES COUNTY

	Rates	Fringes
LABORER		
GROUP 1	$ 39.23	23.30
GROUP 2	$ 39.78	23.30
GROUP 3	$ 40.33	23.30
GROUP 4	$ 41.88	23.30
GROUP 5	$ 42.23	23.30

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual);Railroad maintenance, repair track person and road beds;Streetcar and railroad construction track laborers; Rigging andsignaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush

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shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in theditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic,conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting,Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

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LABO0300-006 07/01/2025

	Rates	Fringes
Asbestos Removal Laborer	$ 46.48	25.93

SCOPE OF WORK: Includes site mobilization, initial site

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cleanup, site preparation, removal of asbestos containing material and toxic waste (including lead abatement and any other toxic material), encapsulation, enclosure and disposal of asbestos containing materials and toxic waste(including lead abatement and any other toxic materials) by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0300-007 07/01/2025

Residential, 3 Stories and under

	Rates	Fringes
Laborers		
(1) Cleanup, Fencing (Chain Link or Wood), Landscaping	$ 45.00	22.70
(2) All Other Work	$ 46.00	22.70

LABO0585-002 07/01/2019

Residential, 4 Stories

VENTURA COUNTY

	Rates	Fringes
LABORER		
GROUP 1	$ 35.24	20.09
GROUP 2	$ 35.79	20.09
GROUP 3	$ 36.34	20.09
GROUP 4	$ 37.89	20.09
GROUP 5	$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual);Railroad maintenance, repair track person and road beds;Streetcar and railroad construction track laborers; Rigging andsignaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix

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trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in theditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic,conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting,Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type,

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regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

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LABO0585-004 07/01/2024

VENTURA COUNTY

	Rates	Fringes
Brick Tender	$ 41.53	22.54

LABO0652-002 07/01/2019

Residential, 4 Stories

ORANGE COUNTY

	Rates	Fringes
LABORER		
GROUP 1	$ 35.24	20.09
GROUP 2	$ 35.79	20.09
GROUP 3	$ 36.34	20.09
GROUP 4	$ 37.89	20.09
GROUP 5	$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, timber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual);Railroad maintenance, repair track person and road beds;Streetcar and railroad construction track laborers; Rigging andsignaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form

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person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in theditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic,conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting,Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

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LABO0652-004 07/01/2024

ORANGE COUNTY

	Rates	Fringes
Brick Tender	$ 41.53	22.54

LABO0783-003 07/01/2019

Residential, 4 Stories

SAN BERNARDINO COUNTY

	Rates	Fringes
LABORER		
GROUP 1	$ 35.24	20.09
GROUP 2	$ 35.79	20.09
GROUP 3	$ 36.34	20.09
GROUP 4	$ 37.89	20.09
GROUP 5	$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual);Railroad maintenance, repair track person and road beds;Streetcar and railroad construction track laborers; Rigging andsignaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot

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tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in theditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic,conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting,Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

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LABO0783-006 07/01/2024

SAN BERNARDINO COUNTY

DRAFT

	Rates	Fringes
Brick Tender	$ 41.53	22.54

LABO1184-001 07/01/2025

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer	$ 47.94	20.86
(2) Vehicle Operator/Hauler	$ 48.11	20.86
(3) Horizontal Directional Drill Operator	$ 49.96	20.86
(4) Electronic Tracking Locator	$ 51.96	20.86
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1	$ 49.30	23.97
GROUP 2	$ 50.60	23.97
GROUP 3	$ 52.61	23.97
GROUP 4	$ 54.35	23.97

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1184-003 07/01/2019

Residential, 4 Stories

IMPERIAL AND RIVERSIDE COUNTIES

	Rates	Fringes

DRAFT

LABORER

GROUP 1	$ 35.24	20.09
GROUP 2	$ 35.79	20.09
GROUP 3	$ 36.34	20.09
GROUP 4	$ 37.89	20.09
GROUP 5	$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual);Railroad maintenance, repair track person and road beds;Streetcar and railroad construction track laborers; Rigging andsignaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and

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similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in theditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic,conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting,Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

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LABO1184-005 07/01/2024

IMPERIAL AND RIVERSIDE COUNTIES

	Rates	Fringes
Brick Tender	$ 41.53	22.54

LABO1414-002 08/03/2022

	Rates	Fringes
Laborers: (1 to 3 Stories)		
Plaster Clean-Up Laborer	$ 36.92	23.32
Plaster Tender	$ 39.47	23.32
Laborers: (4 Stories)		
Plaster Clean-up Laborer	$ 36.92	23.32
Plaster Tender	$ 39.47	23.32

Work on a swing stage scaffold: $1.00 per hour additional.

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Work at Military Bases - $3.00 additional per hour:
Coronado Naval Amphibious Base, Fort Irwin, George AFB, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-005 07/01/2019

	Rates	Fringes
PAINTER (including lead abatement)		
Imperial, Los Angeles, Orange, Riverside & San Bernardino		
(1) Repaint	$ 28.59	15.97
(2) All other work	$ 32.12	16.09
(3) Journeyman & Industrial	$ 34.02	16.49
San Luis Obispo, Santa Barbara & Ventura		
(1) Repaint	$ 25.40	15.87
(2) All other work	$ 30.04	16.03
(3) Journeyman & Industrial	$ 34.02	16.49

PAIN0036-011 10/01/2021

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 32.27	14.70

PAIN0036-014 10/01/2024

IMPERIAL

	Rates	Fringes
GLAZIER	$ 52.90	22.16

PAIN0036-018 01/01/2025

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA AND VENTURA

	Rates	Fringes
GLAZIER	$ 53.05	30.64

FOOTNOTE: Additional $1.25 per hour for work in a condo, from the third (3rd) floor and up. Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up.

PAIN0036-020 01/01/2025

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IMPERIAL

	Rates	Fringes
SOFT FLOOR LAYER	$ 40.77	19.37

PAIN0169-007 01/01/2025

SAN LUIS OBISPO

	Rates	Fringes
GLAZIER	$ 49.22	30.47

PAIN1247-003 01/01/2025

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
SOFT FLOOR LAYER	$ 45.15	19.43

PLAS0200-002 08/03/2022

IMPERIAL, KERN, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
PLASTERER		
1 - 3 stories	$ 44.34	19.64
4-stories	$ 47.37	19.64

PLAS0500-003 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 44.00	27.11

PLUM0016-011 09/01/2024

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential	$ 47.05	22.53

PLUM0250-001 09/04/2017

LOS ANGELES AND ORANGE

	Rates	Fringes
REFRIGERATION MECHANIC		
Refrigeration Fitter	$ 45.50	21.65

PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 40.20	25.90
Sewer & Storm Drain Work	$ 44.29	23.28

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ROOF0036-001 09/15/2020

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
Roofer	$ 38.74	17.42

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour ""pitch premium"" pay.

ROOF0045-003 07/01/2024

IMPERIAL

	Rates	Fringes
Roofer	$ 42.80	12.64

SFCA0669-005 01/01/2024

AREA 1: IMPERIAL COUNTY; LOS ANGELES COUNTY (does not include the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city limits of Los Angeles); ORANGE COUNTY (does not include Catalina Island; San Clemente Island; City of Santa Ana; and remainder of Orange County within 25 miles of the city limits of Los Angeles); RIVERSIDE COUNTY; AND SAN BERNARDINO COUNTY (does not include the northern part of City of Chino, or the cities of Montclair and Ontario)

AREA 2: SAN LUIS OBISPO, SANTA BARBARA COUNTIES, VENTURA (does not include Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles) COUNTIES

	Rates	Fringes
SPRINKLER FITTER		
Area 1	$ 45.31	27.91
Area 2	$ 44.32	27.83

SFCA0709-002 09/01/2023

LOS ANGELES COUNTY (the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city limits of Los Angeles); ORANGE COUNTY (San Clemente Island, the city of Santa Ana, and that part of Orange County within 25 miles of the city limits of Los Angeles); SAN BERNARDINO COUNTY (the northern part of the city of Chino, and the cities of Montclair and Ontario); VENTURA COUNTY (Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles)

	Rates	Fringes

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SPRINKLER FITTER.....$ 54.29 32.00

SHEE0105-001 07/01/2023

AREA 1: LOS ANGELES COUNTY (South of a straight line drawn between gorman and Big Pines, excluding the area South of Imperial Highway East of the Los Angeles River, excluding the cities of Long Beach, Claremont, and Pomona, excluding Catalina Island)

AREA 2: LOS ANGELES (Remainder), ORANGE, RIVERSIDE & SAN BERNARDINO COUNTIES

Work on general sheet metal and heating and air conditioning on single family dwellings, multiple family dwellings, track homes and apartment buildings individually conditioned by separate and independent units or systems

	Rates	Fringes
SHEET METAL WORKER		
AREA 1	$ 33.10	10.81
AREA 2	$ 29.54	19.09

SHEE0206-003 07/01/2023

IMPERIAL

	Rates	Fringes
Sheet Metal (TECHNICIAN)	$ 36.21	10.24
SHEET METAL WORKER	$ 48.20	30.80

SHEET METAL TECHNICIAN - SCOPE:
a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under $1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

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SHEE0273-001 08/01/2020

SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
SHEET METAL WORKER	$ 46.87	31.15

HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Indepdendence Day, Labor Day, Veterans Day,Thankisgiving Day & Friday after, Christmas Day

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* TEAM0011-001 07/01/2025

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 41.59	35.69
GROUP 2	$ 41.74	35.69
GROUP 3	$ 41.87	35.69
GROUP 4	$ 42.06	35.69
GROUP 5	$ 42.09	35.69
GROUP 6	$ 42.12	35.69
GROUP 7	$ 42.37	35.69
GROUP 8	$ 42.62	35.69
GROUP 9	$ 42.82	35.69
GROUP 10	$ 43.12	35.69
GROUP 11	$ 43.62	35.69
GROUP 12	$ 44.05	35.69

WORK ON ALL MILITARY BASES - $3.00 PER HOUR ADDITIONAL:
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, George AFB, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

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GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes

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over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination

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b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

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EXHIBIT "C"

FEDERAL REQUIREMENTS FOR FEDERAL AID CONSTRUCTION CONTRACTS

[attached behind this page]

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REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

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within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

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(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

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2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

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(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

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the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

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mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

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(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

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IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

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excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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.

b. 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 Form to Report Lobbying," in accordance with its instructions.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize 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 this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 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 paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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PART G: FEDERAL-AID CONTRACT LANGUAGE

The following is in addition to applicable provisions in the Standard Specifications, as modified by the Standard Provisions. As used herein, "Agency" refers to the Riverside County Transportation Commission.

1. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or $2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
   2.1 Polyvinylchloride
   2.2 Composite Building Materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

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Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

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

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and

• Subsidiaries or affiliates of the above-mentioned companies. In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

3. PROMPT PAYMENT

A. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

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B. Prompt Payment of Withheld Funds to Subcontractors

The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

4. TERMINATION AND REPLACEMENT OF DBE SUBCONTRACTORS

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

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

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business

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days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
    - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

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

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

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
    a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
    b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
        - Quote for bid item work and description of work to be performed
        - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
        - Revised Subcontracting Request form
        - Revised Construction Contract DBE Commitment

2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
    - Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
    - Solicitations of DBEs for performance of work identified
    - Correspondence with interested DBEs that may have included contract details and requirements
    - Negotiation efforts with DBEs that reflect why an agreement was not reached
    - If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
    - Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
    - Additional documentation that supports the GFE

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The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

5. DBE Commitment and Utilization

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

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

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

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

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

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

6. DBE - Running Tally of Attainments

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

7. DBE- Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of

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normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

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

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

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

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

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

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

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

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

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

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

8. TITLE VI ASSURANCES During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

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

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

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

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

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

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

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

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Agreement No. 19-31-104-02

WORK ORDER
FOR
MID COUNTY PARKWAY – CONSTRUCTION CONTRACT 3 (MCP3) PROJECT

ISSUED PURSUANT TO
TRIBAL MONITORING AGREEMENT
WITH
CAHUILLA BAND OF INDIANS
MID COUNTY PARKWAY PROJECT

1. PARTIES AND DATE

This Work Order for MCP3 Project issues pursuant to the Tribal Monitoring Agreement ("Work Order") is made and entered into as of _____, 2025 by and between the RIVERSIDE COUNTY TRANSPORTATION COMISSION ("RCTC") and the CAHUILLLA BAND OF INDIANS.

2. RECITALS

2.1 RCTC and the Cahuilla Band of Indians have entered into a Tribal Monitoring Agreement dated July 17, 2019, for the Mid-County Parkway (MCP) Project ("Tribal Monitoring Agreement").

2.2 The Tribal Monitoring Agreement recognizes that the MCP Project will be constructed in multiple packages with separate construction contracts for each package and provides for work orders to be executed for each such construction package.

2.3 RCTC now intends to construct the MCP3 Project, which is subject to the MCP Environmental Impact Report (EIR), and is considered part of the MCP Project. The parties hereto acknowledge that the MCP3 Project is subject to the Tribal Monitoring Agreement.

2.4 The MCP3 Project will include the following project improvements: Improve 8.6 miles of Ramona Expressway from 1 mile east of Rider Street to Warren Road, provide two lanes in each direction, add a raised median to separate eastbound and westbound lanes, add a Class II bike lane in each direction, build a bridge over the San Jacinto River, modify three existing signalized intersections, install a new signalized intersection, and construction of a wildlife crossing.

3. TERMS

3.1 The MCP3 Project shall be implemented in accordance with the procedures for tribal monitoring for cultural resources and significant sites in accordance with the terms of the Tribal Monitoring Agreement.

3.2 *Compensation for Tribal Monitoring*

a. Compensation under this Work Order for tribal monitors shall be based on the rates set forth in the Tribal Monitoring Agreement. The estimated not to

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exceed cost for tribal monitoring under this work Order is **$70,280** ("NTE Sum").

b. The parties hereto acknowledge that the NTE Sum is an estimate, and reimbursement shall be based on the actual costs incurred for tribal monitoring provided in accordance with the Tribal Monitoring Agreement. The Cahuilla Band of Indians shall inform RCTC if it is anticipated that the NTE Sum will be insufficient to cover tribal monitoring costs for the MCP3 Project. An increase to the NTE Sum shall require an amendment to this Work Order.

c. Submission of Invoices, and remittance of payment shall be in accordance with, and to the address provided in the Tribal Monitoring Agreement, unless otherwise specified in writing.

3.3 All provisions of the Tribal Monitoring Agreement shall remain in full force and effect and shall govern the actions of the parties under this Work Order.

3.4 A manually signed copy of this Work Order 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 Work Order for all purposes. This Work Oder may be signed using an electronic signature.

3.5 This Work Order may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

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SIGNATURE PAGE
TO
WORK ORDER FOR
MID COUNTY PARKWAY - CONSTRUCTION CONTRACT 3 PROJECT

ISSUED PURSUANT TO
TRIBAL MONITORING AGREEMENT
WITH
CAHUILLA BAND OF INDIANS
MID COUNTY PARKWAY PROJECT

APPROVALS

TRIBE: CAHUILLA BAND OF INDIANS

Date: _____

Name: _____

Signature: _____

Title: _____

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Date: _____

By: _____
Aaron Hake
Executive Director

Approved as to Form:

Date: _____

By: _____
Best Best & Krieger, LLP
General Counsel

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Agreement No. 19-31-105-02

WORK ORDER
FOR
MID COUNTY PARKWAY – CONSTRUCTION CONTRACT 3 (MCP3) PROJECT

ISSUED PURSUANT TO
TRIBAL MONITORING AGREEMENT
WITH
GABRIELINO TONGVA NATION
MID COUNTY PARKWAY PROJECT

1. PARTIES AND DATE

This Work Order for MCP3 Project issues pursuant to the Tribal Monitoring Agreement ("Work Order") is made and entered into as of _____, 2025 by and between the RIVERSIDE COUNTY TRANSPORTATION COMISSION ("RCTC") and the GABRIELINO TONGVA NATION.

2. RECITALS

2.1 RCTC and the Gabrielino Tongva Nation have entered into a Tribal Monitoring Agreement dated July 15, 2019, for the Mid-County Parkway (MCP) Project ("Tribal Monitoring Agreement").

2.2 The Tribal Monitoring Agreement recognizes that the MCP Project will be constructed in multiple packages with separate construction contracts for each package and provides for work orders to be executed for each such construction package.

2.3 RCTC now intends to construct the MCP3 Project, which is subject to the MCP Environmental Impact Report (EIR), and is considered part of the MCP Project. The parties hereto acknowledge that the MCP3 Project is subject to the Tribal Monitoring Agreement.

2.4 The MCP3 Project will include the following project improvements: Improve 8.6 miles of Ramona Expressway from 1 mile east of Rider Street to Warren Road, provide two lanes in each direction, add a raised median to separate eastbound and westbound lanes, add a Class II bike lane in each direction, build a bridge over the San Jacinto River, modify three existing signalized intersections, install a new signalized intersection, and construction of a wildlife crossing.

3. TERMS

3.1 The MCP3 Project shall be implemented in accordance with the procedures for tribal monitoring for cultural resources and significant sites in accordance with the terms of the Tribal Monitoring Agreement.

3.2 *Compensation for Tribal Monitoring*

a. Compensation under this Work Order for tribal monitors shall be based on the rates set forth in the Tribal Monitoring Agreement. The estimated not to

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exceed cost for tribal monitoring under this work Order is **$47,650** ("NTE Sum").

b. The parties hereto acknowledge that the NTE Sum is an estimate, and reimbursement shall be based on the actual costs incurred for tribal monitoring provided in accordance with the Tribal Monitoring Agreement. The Gabrielino Tongva Nation shall inform RCTC if it is anticipated that the NTE Sum will be insufficient to cover tribal monitoring costs for the MCP3 Project. An increase to the NTE Sum shall require an amendment to this Work Order.

c. Submission of Invoices, and remittance of payment shall be in accordance with, and to the address provided in the Tribal Monitoring Agreement, unless otherwise specified in writing.

3.3 All provisions of the Tribal Monitoring Agreement shall remain in full force and effect and shall govern the actions of the parties under this Work Order.

3.4 A manually signed copy of this Work Order 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 Work Order for all purposes. This Work Oder may be signed using an electronic signature.

3.5 This Work Order may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

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SIGNATURE PAGE
TO
WORK ORDER FOR
MID COUNTY PARKWAY - CONSTRUCTION CONTRACT 3 PROJECT

ISSUED PURSUANT TO
TRIBAL MONITORING AGREEMENT
WITH
GABRIELINO TONGVA NATION
MID COUNTY PARKWAY PROJECT

APPROVALS

TRIBE: GABRIELINO TONGVA NATION

Date: _____

Name: _____

Signature: _____

Title: _____

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Date: _____

By: _____
Aaron Hake
Executive Director

Approved as to Form:

Date: _____

By: _____
Best Best & Krieger, LLP
General Counsel

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Agreement No. 19-31-106-02

WORK ORDER
FOR
MID COUNTY PARKWAY – CONSTRUCTION CONTRACT 3 (MCP3) PROJECT

ISSUED PURSUANT TO
TRIBAL MONITORING AGREEMENT
WITH
THE MORONGO BAND OF MISSION INDIANS
MID COUNTY PARKWAY PROJECT

1. PARTIES AND DATE

This Work Order for MCP3 Project issues pursuant to the Tribal Monitoring Agreement ("Work Order") is made and entered into as of _____, 2025 by and between the RIVERSIDE COUNTY TRANSPORTATION COMISSION ("RCTC") and the MORONGO BAND OF MISSION INDIANS.

2. RECITALS

2.1 RCTC and the Morongo Band of Mission Indians have entered into a Tribal Monitoring Agreement dated August 20, 2019, for the Mid-County Parkway (MCP) Project ("Tribal Monitoring Agreement").

2.2 The Tribal Monitoring Agreement recognizes that the MCP Project will be constructed in multiple packages with separate construction contracts for each package and provides for work orders to be executed for each such construction package.

2.3 RCTC now intends to construct the MCP3 Project, which is subject to the MCP Environmental Impact Report (EIR), and is considered part of the MCP Project. The parties hereto acknowledge that the MCP3 Project is subject to the Tribal Monitoring Agreement.

2.4 The MCP3 Project will include the following project improvements: Improve 8.6 miles of Ramona Expressway from 1 mile east of Rider Street to Warren Road, provide two lanes in each direction, add a raised median to separate eastbound and westbound lanes, add a Class II bike lane in each direction, build a bridge over the San Jacinto River, modify three existing signalized intersections, install a new signalized intersection, and construction of a wildlife crossing.

3. TERMS

3.1 The MCP3 Project shall be implemented in accordance with the procedures for tribal monitoring for cultural resources and significant sites in accordance with the terms of the Tribal Monitoring Agreement.

3.2 *Compensation for Tribal Monitoring*

a. Compensation under this Work Order for tribal monitors shall be based on the rates set forth in the Tribal Monitoring Agreement. The estimated not to

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exceed cost for tribal monitoring under this work Order is **$87,080** ("NTE Sum").

b. The parties hereto acknowledge that the NTE Sum is an estimate, and reimbursement shall be based on the actual costs incurred for tribal monitoring provided in accordance with the Tribal Monitoring Agreement. The Morongo Band of Mission Indians shall inform RCTC if it is anticipated that the NTE Sum will be insufficient to cover tribal monitoring costs for the MCP3 Project. An increase to the NTE Sum shall require an amendment to this Work Order.

c. Submission of Invoices, and remittance of payment shall be in accordance with, and to the address provided in the Tribal Monitoring Agreement, unless otherwise specified in writing.

3.3 All provisions of the Tribal Monitoring Agreement shall remain in full force and effect and shall govern the actions of the parties under this Work Order.

3.4 A manually signed copy of this Work Order 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 Work Order for all purposes. This Work Oder may be signed using an electronic signature.

3.5 This Work Order may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

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SIGNATURE PAGE
TO
WORK ORDER FOR
MID COUNTY PARKWAY - CONSTRUCTION CONTRACT 3 PROJECT

ISSUED PURSUANT TO
TRIBAL MONITORING AGREEMENT
WITH
THE MORONGO BAND OF MISSION INDIANS
MID COUNTY PARKWAY PROJECT

APPROVALS

TRIBE: THE MORONGO BAND OF MISSION INDIANS

Date: _____

Name: _____

Signature: _____

Title: _____

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Date: _____

By: _____
Aaron Hake
Executive Director

Approved as to Form:

Date: _____

By: _____
Best Best & Krieger, LLP
General Counsel

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Agreement No. 19-31-107-02

WORK ORDER
FOR
MID COUNTY PARKWAY – CONSTRUCTION CONTRACT 3 (MCP3) PROJECT

ISSUED PURSUANT TO
TRIBAL MONITORING AGREEMENT
WITH
THE PECHANGA BAND OF LUISENO INDIANS
MID COUNTY PARKWAY PROJECT

1. PARTIES AND DATE

This Work Order for MCP3 Project issues pursuant to the Tribal Monitoring Agreement ("Work Order") is made and entered into as of _____, 2025 by and between the RIVERSIDE COUNTY TRANSPORTATION COMISSION ("RCTC") and the PECHANGA BAND OF LUISENO INDIANS.

2. RECITALS

2.1 RCTC and the Pechanga Band of Luiseno Indians have entered into a Tribal Monitoring Agreement dated July 31, 2019, for the Mid-County Parkway (MCP) Project ("Tribal Monitoring Agreement").

2.2 The Tribal Monitoring Agreement recognizes that the MCP Project will be constructed in multiple packages with separate construction contracts for each package and provides for work orders to be executed for each such construction package.

2.3 RCTC now intends to construct the MCP3 Project, which is subject to the MCP Environmental Impact Report (EIR), and is considered part of the MCP Project. The parties hereto acknowledge that the MCP3 Project is subject to the Tribal Monitoring Agreement.

2.4 The MCP3 Project will include the following project improvements: Improve 8.6 miles of Ramona Expressway from 1 mile east of Rider Street to Warren Road, provide two lanes in each direction, add a raised median to separate eastbound and westbound lanes, add a Class II bike lane in each direction, build a bridge over the San Jacinto River, modify three existing signalized intersections, install a new signalized intersection, and construction of a wildlife crossing.

3. TERMS

3.1 The MCP3 Project shall be implemented in accordance with the procedures for tribal monitoring for cultural resources and significant sites in accordance with the terms of the Tribal Monitoring Agreement.

3.2 *Compensation for Tribal Monitoring*

a. Compensation under this Work Order for tribal monitors shall be based on the rates set forth in the Tribal Monitoring Agreement. The estimated not to

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exceed cost for tribal monitoring under this work Order is **$60,580** ("NTE Sum").

b. The parties hereto acknowledge that the NTE Sum is an estimate, and reimbursement shall be based on the actual costs incurred for tribal monitoring provided in accordance with the Tribal Monitoring Agreement. The Pechanga Band of Luiseno Indians shall inform RCTC if it is anticipated that the NTE Sum will be insufficient to cover tribal monitoring costs for the MCP3 Project. An increase to the NTE Sum shall require an amendment to this Work Order.

c. Submission of Invoices, and remittance of payment shall be in accordance with, and to the address provided in the Tribal Monitoring Agreement, unless otherwise specified in writing.

3.3 All provisions of the Tribal Monitoring Agreement shall remain in full force and effect and shall govern the actions of the parties under this Work Order.

3.4 A manually signed copy of this Work Order 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 Work Order for all purposes. This Work Oder may be signed using an electronic signature.

3.5 This Work Order may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

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SIGNATURE PAGE
TO
WORK ORDER FOR
MID COUNTY PARKWAY - CONSTRUCTION CONTRACT 3 PROJECT

ISSUED PURSUANT TO
TRIBAL MONITORING AGREEMENT
WITH
THE PECHANGA BAND OF LUISENO INDIANS
MID COUNTY PARKWAY PROJECT

APPROVALS

TRIBE: THE PECHANGA BAND OF LUISENO INDIANS

Date: _____

Name: _____

Signature: _____

Title: _____

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Date: _____

By: _____
Aaron Hake
Executive Director

Approved as to Form:

Date: _____

By: _____
Best Best & Krieger, LLP
General Counsel

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Agreement No. 19-31-108-03

WORK ORDER
FOR
MID COUNTY PARKWAY – CONSTRUCTION CONTRACT 3 (MCP3) PROJECT

ISSUED PURSUANT TO
TRIBAL MONITORING AGREEMENT
WITH
THE SOBOBA BAND OF LUISENO INDIANS
MID COUNTY PARKWAY PROJECT

1. PARTIES AND DATE

This Work Order for MCP3 Project issues pursuant to the Tribal Monitoring Agreement ("Work Order") is made and entered into as of _____, 2025 by and between the RIVERSIDE COUNTY TRANSPORTATION COMISSION ("RCTC") and the SOBOBA BAND OF LUISENO INDIANS.

2. RECITALS

2.1 RCTC and the Soboba Band of Luiseno Indians have entered into a Tribal Monitoring Agreement dated August 15, 2019, for the Mid-County Parkway (MCP) Project ("Tribal Monitoring Agreement").

2.2 RCTC and the Soboba Band of Luiseno Indians have entered into a Tribal Monitoring Agreement Amendment 2 dated March 17, 2022, for the Moreno Valley/March Field Station Project.

2.3 The Tribal Monitoring Agreement recognizes that the MCP Project will be constructed in multiple packages with separate construction contracts for each package and provides for work orders to be executed for each such construction package.

2.4 RCTC now intends to construct the MCP3 Project, which is subject to the MCP Environmental Impact Report (EIR), and is considered part of the MCP Project. The parties hereto acknowledge that the MCP3 Project is subject to the Tribal Monitoring Agreement.

2.5 The MCP3 Project will include the following project improvements: Improve 8.6 miles of Ramona Expressway from 1 mile east of Rider Street to Warren Road, provide two lanes in each direction, add a raised median to separate eastbound and westbound lanes, add a Class II bike lane in each direction, build a bridge over the San Jacinto River, modify three existing signalized intersections, install a new signalized intersection, and construction of a wildlife crossing.

3. TERMS

3.1 The MCP3 Project shall be implemented in accordance with the procedures for tribal monitoring for cultural resources and significant sites in accordance with the terms of the Tribal Monitoring Agreement.

3.2 *Compensation for Tribal Monitoring*

a. Compensation under this Work Order for tribal monitors shall be based on the rates set forth in the Tribal Monitoring Agreement. The estimated not to exceed cost for tribal monitoring under this work Order is **$334,410** ("NTE Sum").

b. The parties hereto acknowledge that the NTE Sum is an estimate, and reimbursement shall be based on the actual costs incurred for tribal monitoring provided in accordance with the Tribal Monitoring Agreement. The Soboba Band of Luiseno Indians shall inform RCTC if it is anticipated that the NTE Sum will be insufficient to cover tribal monitoring costs for the MCP3 Project. An increase to the NTE Sum shall require an amendment to this Work Order.

c. Submission of Invoices, and remittance of payment shall be in accordance with, and to the address provided in the Tribal Monitoring Agreement, unless otherwise specified in writing.

3.3 All provisions of the Tribal Monitoring Agreement shall remain in full force and effect and shall govern the actions of the parties under this Work Order.

3.4 A manually signed copy of this Work Order 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 Work Order for all purposes. This Work Oder may be signed using an electronic signature.

3.5 This Work Order may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

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SIGNATURE PAGE
TO
WORK ORDER FOR
MID COUNTY PARKWAY - CONSTRUCTION CONTRACT 3 PROJECT

ISSUED PURSUANT TO
TRIBAL MONITORING AGREEMENT
WITH
THE SOBOBA BAND OF LUISENO INDIANS
MID COUNTY PARKWAY PROJECT

APPROVALS

TRIBE: THE SOBOBA BAND OF LUISENO INDIANS

Date: _____

Name: _____

Signature: _____

Title: _____

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Date: _____

By: _____
Aaron Hake
Executive Director

Approved as to Form:

Date: _____

By: _____
Best Best & Krieger, LLP
General Counsel

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COOPERATIVE AGREEMENT
BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND
THE CITY OF SAN JACINTO

FOR CONSTRUCTION OF MID COUNTY PARKWAY PROJECT - CONSTRUCTION CONTRACT 3

This Cooperative Agreement ("Cooperative Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date") by and between the Riverside County Transportation Commission ("RCTC") and the City of San Jacinto ("City"). RCTC and the City are sometimes referred to herein individually as "Party", and collectively as "Parties".

RECITALS

WHEREAS, RCTC is undertaking the Mid County Parkway project ("MCP").

WHEREAS, RCTC, in cooperation with the Federal Highway Administration ("FHWA"), the California Department of Transportation ("Caltrans"), and the County of Riverside Transportation and Land Management Agency ("County"), as part of the MCP proposes to build a portion of the project in the City of San Jacinto and in unincorporated Riverside County, which is referred to in this Cooperative Agreement as the "Project".

WHEREAS, the Project will include: improvements to the existing Ramona Expressway, two new mix flow lanes in the eastbound direction from approximately one mile east of Rider Street to Warren Road. The design will include one of the two ultimate MCP bridges over the San Jacinto River, which will accommodate the eastbound lanes. Also included will be improvements to existing intersections, traffic signals, drainage facilities, and wildlife crossing and associated work. Roadway widening, drainage facilities, fencing, and utility relocation work will extend through City right of way, adjacent to County improvements. The Project is further described and depicted in Exhibit "A" attached to this Cooperative Agreement and incorporated herein by reference.

WHEREAS, the completed Project roadway and intersections will be at-grade and constructed according to County standards and specifications. This roadway will not be constructed into a six (6) lane State facility as initially intended in the original environmental document and will be constructed as a County facility. This has been documented in the Environmental Revalidation developed as part of this project.

WHEREAS, the Project is sometimes referred to by the Parties as the Mid County Parkway Project – Construction Contract 3.

WHEREAS, it is the intent of the Parties to enter into this Cooperative Agreement to establish and coordinate the responsibilities of the Parties with respect to the Project, establish certain opportunities for cooperation and coordination and set forth various

responsibilities of the Parties all as further set forth herein.

WHEREAS, the Parties acknowledge that RCTC has or shall fully comply with the California Environmental Quality Act (CEQA) and all other applicable laws, as a precondition to construction of the Project.

WHEREAS, RCTC intends, pursuant to a public bidding process in accordance with State law, to select a construction contractor to complete the Project ("Contractor").

WHEREAS, because the Project, if constructed, may impact City owned and/or maintained facilities, coordination between the Parties prior to and during construction of the Project is crucial to provide for mitigation of potential impacts that construction may have on the City, and to ensure that improvements within the City comply with applicable standards.

WHEREAS, the Project includes the following components:

- Right of Way Acquisition and Utility Relocation
- Construction
- Acceptance by the City for Operation and Maintenance of Improvements within City's Jurisdiction

WHEREAS, at the request of the City, the Project will also provide funding to the County for certain City requested pavement improvements between Warren Road and Sanderson Avenue, as further described below and in Agreement No. 26-31-001-00.

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

TERMS

1. Definitions. In addition to the definitions set forth in the recitals above, the following terms shall have the meanings as set forth below.

1.1 As used in this Cooperative Agreement, the term "City's Jurisdiction" shall mean and refer to the areas within the Project limits either owned and/or maintained by the City. As used herein, the term "City's Jurisdiction" expressly excludes the State highway and County owned right of way.

1.2 As used in this Cooperative Agreement, the term "County Standards" shall mean and refer to the County's standard plans, specifications, policies, guidelines, and ordinances, design criteria, construction details, and testing/inspection requirements, and amendments and supplements thereto, for work within the City's Jurisdiction, approved by the County and in effect prior to approval of the design.

2. Term. This Cooperative Agreement shall be effective as of the date first set forth above, and shall continue in effect until the Project is accepted by the City as referenced in Section 5.15, unless otherwise terminated as specified in this Cooperative Agreement ("Term").

3. Agreement to Cooperate. The Parties agree to mutually cooperate in order to help ensure that the Project is successfully completed with minimum impact to both Parties, and the public, and the City commits to support the Project.

4. Additional Improvements Requested by City. The Project will provide funding to the County for construction of certain City requested pavement improvements between Warren Road and Sanderson Avenue ("Pavement Improvements"). The Pavement Improvements will be 0.58' Hot Mix Asphalt (HMA) over 2.10' of Class 2 Aggregate Base. The pavement width will be from existing pavement to existing pavement limits, as detailed in Exhibit "B" attached to this Agreement and incorporated herein by reference. The Pavement Improvements will be designed and constructed by the County, and will include a portion of work within the County jurisdiction. The County has estimated the cost of the Pavement Improvements to be approximately $12 million, with the work in County jurisdiction estimated at $2 million and the work in City jurisdiction estimated at $10 million. RCTC will contribute 80% of the cost of the work within the City jurisdiction (approximately $8 million), with the City to provide 20% of the funding (approximately $2 million) based on actual costs incurred. A separate triparty agreement will be entered into amongst the County, City and RCTC related to the Pavement Improvements. The funding to be provided by RCTC for the Pavement Improvements shall be considered a "Project cost" as that term is used in the termination provisions of this Cooperative Agreement. The triparty agreement shall provide that if this Cooperative Agreement is terminated for any reason, RCTC's funding obligations related to the Pavement Improvements shall terminate.

5. Obligations of the City. If consistent with all applicable local, state and federal laws and regulations, the City agrees as follows:

5.1 The City may provide a City oversight engineer to oversee the work during construction within City right of way, at its own cost.

5.2 The City shall timely review design plans for the Project work to be completed within the City Jurisdiction, and provide any approvals or comments within thirty (30) days of receipt of the plans. If the City fails to provide any comments or its approval within said time period, RCTC shall provide notice to the Planning Manager and City Engineer of the City that the design plans shall be deemed approved by the City if no comments are received within an additional 15 days. The City shall inspect the Project work completed within the City Jurisdiction upon written notice of completion of the work by RCTC to the City, and shall provide approval or identify any punch list work within fifteen (15) days.

5.3 The City shall not directly or indirectly encourage any third parties to object, oppose, delay, frustrate, or disrupt the full and complete design, analysis,

consideration, potential approval, or implementation of the Project. Such obligation shall extend both to RCTC's processes regarding the Project, but also to any other federal, state, or local review or permitting processes.

5.4 The City shall not request any mitigation measures, conditions or exactions that are disproportionate to the Project impacts or that lack a nexus to the Project impacts, as reasonably determined by RCTC.

5.5 The City shall not take any action with the intent or effect of unnecessarily impacting the timely implementation of the Project by RCTC.

5.6 The City shall timely process the required encroachment permits to cover the Contractor's work on the Project within the City right of way. Encroachment permits shall be processed in no more than five (5) working days after receipt of a complete encroachment permit application from Contractor. The City shall not issue any encroachment permits to any other contractors if the proposed work thereunder has the potential to delay or impact the Project, without first coordinating the same with the Contractor and RCTC. All required encroachment permits to be issued by City shall be issued in the name of RCTC.

5.7 The City shall permit ingress to and egress from the Project from City-maintained roads.

The City shall have appropriate representatives regularly attend meetings of the Contractor's task forces formed for public information, traffic management and detours, local street construction, and related construction work impacting the City, and shall provide input at such meetings related to Project work that may impact City residents.

5.8 The City shall waive any and all charges and fees related to plan review and inspections for the Project.

5.9 The City shall waive any street trenching restrictions/moratoriums currently in place within the City limits as respect to the Project work, and shall waive any other local requirements that prohibit or interfere with construction of the Project.

5.10 The City shall timely, so as not to delay the Project, review, approve, and execute any necessary agreements or amendments to agreements with RCTC, County and/or the Contractor related to the Project work or any Project facilities within the City's Jurisdiction.

5.11 The City shall relocate any City-owned utility that interferes with the Project.

5.12 The City shall not approve, without advance written notification to and consultation with RCTC, any land use plans, new projects or developments within its jurisdiction that are inconsistent with, may impact or that interfere with the Project.

5.13 The City shall not allow any encroachment within the City's right of way if such encroachment may interfere with the Project or the Project construction, without first coordinating the same with the Contractor and RCTC.

5.14 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 Project.

5.15 Following completion of the Project work within the City's Jurisdiction and prior to final acceptance thereof, the City shall timely review and provide approval of the work or identify any punch list work within fifteen (15) days from the written request for the final inspection. The City shall assume responsibility of the Project facilities completed within the City's Jurisdiction upon final acceptance of the work by County, and shall be solely responsible and liable for the operation, maintenance and use of, including all subsequent public use of such Project facilities, at no cost or expense to RCTC.

5.16 The City will make its best efforts to perform all obligations of the City related to the Project in such a manner as to allow the Project to progress as scheduled.

6. Obligations of RCTC.

6.1 RCTC shall be responsible for providing all services to complete the Project, or as reasonably necessary for Project completion. RCTC shall be responsible for the process of selecting Project Contractor in compliance with all applicable local, state and federal laws. RCTC shall be responsible for obtaining all applicable environmental clearances and permits necessary to complete the Project, and for acquiring all right of way as further detailed in Article 7.

6.2 RCTC shall incorporate, with City's review and concurrence, the County Standards for work within the City's Jurisdiction into the design, and shall require that improvements within the City's Jurisdiction be completed to such standards.

6.3 RCTC shall provide the City an opportunity to inspect the Project work during construction at City cost.

6.4 As between RCTC and the City, RCTC and its consultants shall be responsible for construction inspection of the Project work to ensure conformance with the construction contract. RCTC shall allow City staff to access the Project site, upon reasonable notice, to perform observation of any Project improvements. City inspectors shall communicate any construction deficiencies during construction, including a final punch list, to RCTC for completion. County has the final authority to accept the improvements.

6.5 RCTC shall assign any warranties for the Contractor's work on the Project within the City's Jurisdiction to the City upon City's contract acceptance of the Project, and County's final acceptance.

6.6 RCTC shall require its Contractor to obtain all required permits and approvals for all Project work including encroachment permits from City for construction of any Project work within the City's Jurisdiction.

6.7 RCTC shall include, in its contract with the Contractor, a requirement that the Contractor include the City as an additional insured and as an indemnified party under said agreement.

6.8 As between RCTC and the City, RCTC shall be responsible for design, reviews, approvals, and inspection of the Project work within the City's Jurisdiction to ensure conformance with the County Standards during completion of the Project design, selection of the Contractor, and during Project construction and maintenance periods.

6.9 Except in the case of an unforeseen circumstance, RCTC shall require its Contractor to provide at least a fifteen (15) day notification to City prior to any full or partial closure of any streets within City's Jurisdiction exceeding one (1) day in duration. Short term closures less than one (1) day in duration shall require forty eight (48) hours prior notice.

6.10 RCTC will institute a public outreach campaign to keep emergency responders, School District transportation department, transit operators, the residents of the City and the general public apprised of the Project work, and any street closures and other impacts to use of the County and City right of way that may result from the Project. In addition, RCTC shall develop and maintain a written Emergency Response plan that includes emergency contact information for RCTC's Contractor, County of Riverside, City of San Jacinto, emergency responders and Contractor personnel that would be expected to respond to an emergency situation.

6.11 RCTC shall provide to City as-built plans for Project work within City's Jurisdiction within 120 days of Notice of Completion.

7. RCTC Right of Way Obligations.

7.1 RCTC is responsible for all right of way work for the Project except as expressly set forth in this Cooperative Agreement.

7.2 RCTC will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the Project or that violate City's encroachment policy.

7.3 For utility relocations within the City's Jurisdiction, RCTC will provide City a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for City's concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection,

relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the Project plans, specifications, and estimate.

7.4 RCTC will 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 will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

7.5 RCTC will utilize a properly licensed consultant for all right-of-way activities. For properties within City Jurisdiction, RCTC shall provide the City with copies of appraisal reports and acquisition documents upon request. RCTC will submit a draft Right-of-Way Certification to City prior to the schedule Right-of-Way Certification milestone date for review. RCTC will submit a final Right-of-Way Certification to the City for approval prior to the advertising the construction contract. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless Parties mutually agree to other arrangements in writing.

7.6 RCTC shall be the lead agency on eminent domain activities, if required for the Project.

7.7 Title to any property to be transferred to City by RCTC shall be free of all encumbrances and liens, except as to those items which City agrees are not in conflict with use of the property for roadway purposes. Upon acceptance, RCTC will provide City with a policy of title insurance in City's name.

8. Dispute Resolution: Legal Disputes. Unless otherwise specified herein, the Parties shall comply with the following procedure in the case of a dispute, claim or controversy arising under or in relation to this Cooperative Agreement.

8.1 Submission to RCTC Executive Director and Transportation Director. The dispute shall be referred for negotiation to the RCTC Executive Director and the City of San Jacinto City Manager ("City Manager"). The RCTC Executive Director and the City Manager agree to undertake good faith attempts to resolve said dispute, claim or controversy within ten (10) calendar 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 Party in scheduling negotiation sessions. However, if said matter is not resolved within thirty (30) calendar days after the first negotiating session, either Party may then request that the matter be submitted to further dispute resolution procedures, as may be agreed upon by the Parties.

8.2 If a matter is not resolved within thirty (30) calendar days after the first negotiating session between the Executive Director and the City Manager, unless otherwise agreed upon in writing by the Parties, either Party may proceed with any other remedy available in law or in equity, including specific performance as set forth in Section 8.1.

8.3 To the extent legally permissible, the Parties agree not to take any action related to the dispute that would negatively impact the Project until the dispute resolution process is completed.

9. Specific Performance.

9.1 The Parties agree that irreparable damage would occur in the event that any of the provisions of this Cooperative Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each of the Parties, in addition to any other available remedy in law or in equity, shall be entitled to specific performance of the terms hereof, including the issuance of an injunction or injunctions as a remedy for any such breach, to prevent breaches of this Cooperative Agreement and to enforce specifically the terms and provisions of this Cooperative Agreement, this being in addition to any other remedy to which they are entitled at law or in equity. Each of the Parties further hereby waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any law to post security as a prerequisite to obtaining equitable relief. Notwithstanding anything to the contrary contained in this Cooperative Agreement, should RCTC obtain City's specific performance, City shall not have to reimburse RCTC pursuant to Section 17 of this Cooperative Agreement. Should City have to reimburse RCTC pursuant to Section 17 of this Cooperative Agreement, RCTC shall not be entitled to City's specific performance.

9.2 Prior to either Party instituting an action for specific performance, the Parties shall comply with the dispute resolution process set forth above in Section 8.1, and consistent with Section 8.3, to the extent legally permissible, the Parties agree not to take any action related to the dispute that would negatively impact the Project until the dispute resolution process is complete.

10. Indemnification.

10.1 RCTC shall indemnify, defend and hold the City, its 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.

10.2 The City shall indemnify, defend and hold RCTC, its 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 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.

10.3 The indemnification provisions set forth in this Section 10 shall survive any expiration or termination of this Cooperative Agreement.

11. Disclaimer. In no event shall either Party be responsible or liable for the quality, suitability, operability or condition of any design or construction by the Project consultants or the Contractor, as applicable, and RCTC expressly disclaims any and all express or implied representations or warranties with respect thereto, including any warranties of suitability or fitness for use.

12. Force Majeure. The failure of performance by either 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 the other 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 the other 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.

13. Amendments. This Cooperative Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.

14. Assignment of Cooperative Agreement. Neither Party may assign or transfer its respective rights or obligations under this Cooperative Agreement without the express written consent of the other Party. Any purported assignment or transfer by one Party without the express written consent of the other Party shall be null and void and of no force or effect.

15. 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 either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either 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.

16. 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.

17. Termination: Repayment Obligation.

17.1 Both RCTC and City shall have the right, with or without cause, to terminate this Cooperative Agreement, by giving thirty (30) calendar days written notice to the other Party, specifying the date of termination, provided that in the case of a termination for cause, prior notice and opportunity to cure, as specified below, shall first be provided to the Party in breach by the non-breaching Party. Notwithstanding the foregoing, following commencement of construction of the Project, the City may only terminate this Cooperative Agreement for cause, after providing RCTC notice of a material breach, and reasonable opportunity to cure, as specified below.

17.2 *City Termination for Convenience.* If the City terminates this Cooperative Agreement without cause, the City shall reimburse RCTC for its Project costs within the City limits only, including any Project termination costs, expended following the Effective Date of this Cooperative Agreement through the effective date of termination. In such case, the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. Upon repayment by City to RCTC in accordance with this section all Project documents (including but not limited to designs, studies, or plans). Project improvements, Project warranties, title to property for the Project, and any other deliverables or work paid by RCTC for the Project prior to the date of termination and re-paid by City shall become the sole property of City. The foregoing shall be provided subject to Section 11 of this Agreement. Except as set forth in Section 7.7, any property for the Project conveyed pursuant to this section shall be provided by RCTC “as is” and without warranty.

17.3 *RCTC Termination for Convenience.* If RCTC terminates this Cooperative Agreement without cause, RCTC shall transfer to City all Project documents (including but not limited to designs, studies, or plans), Project improvements, Project warranties, title to property for the Project, and any other deliverables of work produced under this Agreement, to the extent procured or produced with funds provided by the City. The foregoing shall be provided by RCTC subject to Section 11 of this Agreement. Except as set forth in Section 7.7, any property for the Project conveyed pursuant to this section shall be provided by RCTC “as is” and without warranty. In the case of a RCTC’s termination for convenience, the City shall have no re-payment obligation whatsoever.

17.4 *City Termination for Cause.* If RCTC materially breaches this Cooperative Agreement in a manner that impedes the ability of the Project to proceed as planned, the City may terminate this Cooperative Agreement for cause, after providing RCTC notice of such material breach and a reasonable opportunity to cure of at least sixty (60) days, subject to extension as set forth in Section 17.6 below. In the case of a

termination for cause, RCTC shall transfer to City all Project documents (including but not limited to designs, studies, or plans), Project Improvements, Project warranties, title to property for the Project, and any other deliverables or work produced under this Agreement, to the extent procured or produced with funds provided by City. The foregoing shall be provided by RCTC subject to Section 11 of this Agreement. Except as set forth in Section 7.7. any property for the Project conveyed pursuant to this section shall be provide by RCTC "as is" and without warranty. The City shall notify RCTC of such material breach within thirty (30) days of the date that the City became aware of or reasonably should have become aware of the breach. In the case of termination for cause, the City shall have no re-payment obligation whatsoever. Prior to the City's termination for cause pursuant to this section, the Parties shall be required to undertake the dispute resolution process described in Section 8 above.

17.5 *RCTC Termination for Cause – Breach.* If the City refuses to issue permits for construction of the Project, takes any action in violation of the terms of this Cooperative Agreement that impedes the ability of the Project to proceed as planned, or fails to undertake its obligations under this Agreement, unless the City terminates for convenience as set forth above, RCTC may terminate this Cooperative Agreement for cause, after providing the City notice of such material breach and a reasonable opportunity to cure of at least sixty (60) days, subject to extension as set forth in Section 17.6 below, and the City shall reimburse RCTC for the Project costs expended following the Effective Date of this Cooperative Agreement through the effective date of termination. In such case, the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. Prior to RCTC's termination for cause pursuant to this section, the Parties shall be required to undertake the dispute resolution process described in Section 8 above and RCTC shall be required to provide City with a cost estimate for the Project costs expended following the Effective Date of this Cooperative Agreement through the proposed effective date of termination. Upon repayment by City to RCTC in accordance with this section, all Project documents (including but not limited to designs, studies, or plans), Project improvements, Project warranties, title to property for the Project, and any other deliverables or work paid by RCTC for the Project prior to the date of termination and repaid by City shall become the sole property of City. The foregoing shall be provided by RCTC subject to Section 11 of this Agreement. Except as set forth in Section 7.7, any property for the Project conveyed pursuant to this section shall be provided by RCTC "as is" and without warranty.

17.6 Cure Period Extensions. If the material breach identified by the non-breaching Party is not reasonably capable of cure within a sixty (60) day period following the non-breaching Party's delivery of its notice of breach, then:

- The breaching Party shall, within thirty (30) days following receipt of the notice of breach, provide a written response to the non-breaching Party that (i) identifies the actions to be undertaken to cure the material breach (the

"Cure Activities") and (ii) identifies a schedule of performance for implementation and completion of the Cure Activities (the "Schedule");

- The non-breaching Party shall review the proposed Cure Activities and Schedule for purposes of confirming the reasonableness thereof;

- At the request of the non-breaching Party, representatives of the Parties shall meet and confer for purposes of addressing any questions or concerns with respect to the Cure Activities and the Schedule;

- Upon confirming the reasonableness of the Cure Activities and Schedule (as may be adjusted to address concerns), the non-breaching Party shall grant an extension of the sixty (60) day cure period to correspond with the Schedule; and

- Provided that the breaching Party is diligently pursuing implementation of the Cure Activities in accordance with the Schedule, the breaching Party may request reasonable extensions of the Schedule, and the non-breaching Party shall not unreasonably withhold its consent to such requests.

The Parties shall continue to perform under this Cooperative Agreement during the cure period. Any dispute regarding Cure Activities or Schedule shall be subject to the dispute resolution process described in Section 8 above.

17.7 The repayment obligation set forth in this Section 17 shall survive any expiration or termination of this Cooperative Agreement.

17.8 If this Cooperative Agreement is terminated, RCTC shall, at RCTC's expense, return the Project right-of-way within the City Jurisdiction to its original condition or to an acceptable safe and operable condition, as mutually agreed upon by the Parties.

18. Predetermination. Nothing in this Cooperative Agreement is intended by the Parties nor should be interpreted as predetermining any decisions or approvals by either Party's boards or commissions.

19. 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.

20. Third Party Beneficiaries. There are no third-party beneficiaries to this Cooperative Agreement.

21. Relationship of the Parties. RCTC is, for purposes relating to this Cooperative Agreement, an independent contractor of City and shall not be deemed an employee of City. It is expressly understood and agreed that RCTC (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which City employees are entitled, including, but not limited to overtime, any retirement

benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties and RCTC shall hold City harmless from any and all claims that may be made against City based upon any contention by third party that an employer-employee relationship exists by reason of this Cooperative Agreement.

22. Delivery of Notices. All notices permitted or required under this Cooperative 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:

CITY:
City of San Jacinto
Engineering Division
1221 S. San Jacinto Avenue
San Jacinto, CA 92583
Attn: Director of Transportation

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, electronically delivered to the Directors above provided that receipt of such electronic delivery is confirmed to the sending Party by the receiving Party, 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.

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

24. Electronically Transmitted Signatures; Electronic 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.

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

26. 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 understanding

[Signatures on following page]

SIGNATURE PAGE
TO
COOPERATIVE AGREEMENT NO. 25-31-094-00

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

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By:_____
Aaron Hake, Executive Director

Approved as to Form:

By: _____
Best Best & Krieger LLP
General Counsel

CITY OF SAN JACINTO

Approved by the
City Council

By: _____
Alonso Ledezma
Mayor

Recommended for approval:

By: _____
Tara Magner
Director of Planning and Economic Development

ATTEST:

By: _____
Julia Espinoza
City Clerk (SEAL)

Approved as to Form:
Best Best & Krieger LLP

By: _____
Craig Hayes, City Attorney

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EXHIBIT "A"

PROJECT DESCRIPTION

The proposed Mid County Parkway – Construction Contract 3 Project will construct two new mix flow lanes in the eastbound direction from approximately one mile east of Rider Street to Warren Road. The design will include one of the two ultimate MCP bridges over the San Jacinto River, which will accommodate the eastbound lanes. Also included will be improvements to existing intersections, traffic signals, drainage facilities, and wildlife crossing and associated work. This work takes places in both the County and City jurisdictions. Work within the City of San Jacinto includes roadway widening, drainage facilities, fencing, and utility relocation work.

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EXHIBIT "B"

MCP 3 IMPROVEMENTS WITHIN SAN JACINTO

[ATTACHED BEHIND THIS PAGE]

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Agreement No. 26-31-001-00

**TRI-PARTY COOPERATIVE AGREEMENT
BETWEEN**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION,
COUNTY OF RIVERSIDE AND CITY OF SAN JACINTO**

**FOR PAVEMENT IMPROVEMENTS ON RAMONA EXPRESSWAY
BETWEEN WARREN ROAD AND SANDERSON AVENUE**

1. Parties and Date. This Agreement is made and entered into this ____ day of _____, 2025, by and between the Riverside County Transportation Commission ("RCTC"), the County of Riverside Transportation and Land Management Agency ("County") and City of San Jacinto ("City"). RCTC, the County and the City are sometimes referred to herein individually as "Party", and collectively as "Parties".

2. Recitals.

2.1 RCTC and the County have entered into a Cooperative Agreement for the Mid County Parkway Project – Construction Contract 3 ("MCP 3") (Agreement No. 22-31-045-00) for the MCP3 improvements within County jurisdiction.

2.2 RCTC and the City have entered into a Cooperative Agreement for the Mid County Parkway Project – Construction Contract 3 ("MCP 3") (Agreement No. 25-31-094-00) for the MCP3 improvements within City jurisdiction.

2.3 The limits of the MCP 3 project are from approximately one mile east of Rider Street to Warren Road.

2.4 The City has requested additional pavement improvements outside of the MCP 3 project limits to the east, along Ramona Expressway between Warren Road and Sanderson Avenue. The pavement improvements are in both City and County jurisdictions. These improvements are referred to in this Tri-Party Cooperative Agreement as the "Project".

2.5 RCTC, the County, and the City wish to enter into this Tri-Party Cooperative Agreement, to establish roles and funding responsibilities of the Parties for the Project.

2.6 RCTC and the City have requested that the County be the lead agency for preparation of the Plans, Specifications & Estimates (PS&E) and construction phases of the Project. It is anticipated that there will not be any Right of Way acquisition for this project.

2.7 The County has agreed to act as the lead agency for the preparation of the PS&E and construction phases of the Project.

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3. Terms.

3.1 Improvements Requested by the City. The Project entails the design and construction of pavement improvements along Ramona Expressway between Warren Road and Sanderson Avenue. The Project limits consist of portions in both County jurisdiction and City jurisdiction, as further depicted in Exhibit "A" attached to this Agreement and incorporated herein by reference. The pavement improvements will be 0.58' Hot Mix Asphalt (HMA) over 2.10' of Class 2 Aggregate Base. The pavement width will be from existing pavement to existing pavement limits.

3.2 Preparation of Design and Construction. The County shall be the lead agency for the preparation of the PS&E package and construction of the Project. The pavement improvements will be designed and constructed per County standards and specifications. This includes the work within the City jurisdiction.

3.3 Funding Obligations. The County has estimated the total cost of the Project to be approximately $12 million, with the work in County jurisdiction estimated at $2 million and the work in City jurisdiction estimated at $10 million. County will fund the work within County jurisdiction. RCTC will contribute 80% of the cost of the work within the City jurisdiction (approximately $8 million), with the City providing 20% of the cost of work within its jurisdiction (approximately $2 million). The funding to be provided by RCTC and City for the Project shall be adjusted based on actual costs incurred, subject to the limitations set forth below. The County will be responsible for any actual costs incurred for PS&E and construction within its jurisdiction. If Cooperative Agreement 22-31-045-00 or 25-31-094-00 is terminated or the MCP 3 project is cancelled or put on hold for any reason, RCTC's funding obligations related to the Pavement Improvements shall terminate or be put on hold, as determined by RCTC in its sole discretion. If the actual costs of the Project are anticipated to exceed the above estimated amounts, the County will promptly notify RCTC and the City.

A. RCTC's anticipated funding obligation to County is Eight Million Dollars ($8,000,000). County shall promptly notify RCTC if it is anticipated that RCTC's share of Project costs will exceed said funding amount. Any increase in RCTC's anticipated funding obligation shall require written approval of RCTC's Executive Director.

B. City's anticipated funding obligation to County is Two Million Dollars ($2,000,000). County shall promptly notify the City if it is anticipated that the City's share of Project costs will exceed said funding amount. Any increase in the City's anticipated funding obligation shall require written approval of the City Manager.

3.4 Payment; Invoices.

A. For Project work within the City jurisdiction to be funded by the County on a cost-reimbursement basis, County shall provide invoice statements to RCTC and the City, respectively, for Project expenses and supporting documentation incurred in accordance with this Cooperative Agreement, no less frequently than quarterly in any quarter in which reimbursable expenses are incurred, but not to exceed once per month.

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Invoice statements submitted by the County shall be in a form and include such detail and supporting documentation is reasonably requested by RCTC and the City.

B. RCTC and the City shall, respectively, timely review and pay approved invoice statements submitted by County within thirty (30) days. RCTC and the City shall, respectively, promptly notify County of any disputed charges in writing giving reasons therefor. If any invoice submitted by County is disputed by RCTC or the City, respectively, only that portion so disputed may be withheld from payment.

3.5 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 Project.

3.6 Following completion of the Project work within the City jurisdiction and prior to final acceptance thereof, the City shall timely review and provide approval of the work or identify any punch list work within fifteen (15) days from the written request for the final inspection. The City shall assume responsibility of the Project facilities completed within the City jurisdiction upon final acceptance of the work by County, and shall be solely responsible and liable for the operation, maintenance and use of, including all subsequent public use of such Project facilities, at its sole cost and expense.

3.7 The City will make its best efforts to perform all obligations of the City related to the Project in such a manner as to allow the Project to progress as scheduled.

3.8 Maintenance. Upon construction completion, the County and City will be responsible for maintaining the Pavement Improvements within their respective jurisdictions.

3.9 Cooperation. The County, the City and RCTC agree to cooperate in the development of the Project and the implementation of this Agreement.

3.10 Indemnification.

A. RCTC shall indemnify, defend and hold the County and the City, their councils, 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.

B. The County shall indemnify, defend and hold RCTC and the City, 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 the County, its officials, officers, employees, agents,

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consultants or contractors in the performance of the County's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

C. The City shall indemnify, defend and hold RCTC and the County, 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 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.

3.11 Delivery of Notices. All notices and invoices permitted or required under this Cooperative 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:

CITY:
City of San Jacinto
Engineering Division
1221 S. San Jacinto Avenue
San Jacinto, CA 92583
Attn: Director of Transportation

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

COUNTY:
Riverside Transportation and
Land Management Agency
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Attn: Director of Transportation

Such notice shall be deemed made when personally delivered, electronically delivered to the Directors above provided that receipt of such electronic delivery is confirmed to the sending Party by the receiving Party, 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.

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3.12 Amendments. This Cooperative Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.

3.13 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 either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either 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.

3.14 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 Funding Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

3.15 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.

3.16 Third Party Beneficiaries. There are no third-party beneficiaries to this Cooperative Agreement.

3.17 Termination. Any Party may terminate this Cooperative Agreement by giving thirty (30) days written notice thereof.

3.18 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.

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

3.20 Electronically Transmitted Signatures; Electronic 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.

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

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SIGNATURE PAGE
TO
TRI-PARTY COOPERATIVE AGREEMENT

FOR PAVEMENT IMPROVEMENTS ON RAMONA EXPRESSWAY BETWEEN WARREN ROAD AND SANDERSON AVENUE

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the Effective Date.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Aaron Hake, Executive Director

APPROVED AS TO FORM:

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

CITY OF SAN JACINTO

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

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[Signatures continued on following page]

SIGNATURE PAGE
TO
TRI-PARTY COOPERATIVE AGREEMENT
FOR PAVEMENT IMPROVEMENTS ON RAMONA EXPRESSWAY
BETWEEN WARREN ROAD AND SANDERSON AVENUE

[continued]

COUNTY OF RIVERSIDE By: _____ Title:_____
APPROVED AS TO FORM: By: _____ Title:_____
ATTEST: By: _____ Title:_____

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EXHIBIT "A"

DEPICTION OF PAVEMENT IMPROVEMENTS

[ATTACHED BEHIND THIS PAGE]

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AGENDA ITEM 9

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	December 10, 2025
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee John Tarascio, Senior Capital Projects Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Construction Agreement Award to Ames Construction, Inc. for the State Route 60/Potrero Boulevard Interchange Project – Phase II

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Award Agreement No. 25-72-078-00 to Ames Construction, Inc. (Ames) as the lowest responsive, responsible bidder, for the construction of State Route 60/Potrero Boulevard Interchange Project – Phase II (Project) in the amount of $48,925,559, plus a contingency amount of $4,892,556, for a total amount not to exceed $53,818,115;
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the Agreement on behalf of the Commission;
3) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
4) Authorize the Executive Director to make changes between fund types within the total amount approved by the Commission to facilitate the most efficient use of funds.

BACKGROUND INFORMATION:

The Project is located in the city of Beaumont (City) at the western end of the San Gorgonio Pass, on SR-60 between Jack Rabbit Trail and the SR-60/Interstate 10 junction.

The SR-60/Potrero Boulevard Interchange Project received approval of the environmental document on March 1, 2013. The proposed project was planned to be constructed in two phases. Phase I included the construction of the Potrero overcrossing structure, installation of concrete median barrier throughout the project limits, and extension of the existing Potrero Boulevard. No ramp connections to the SR-60 mainline were constructed as part of Phase I. Phase I of the project was administered by the City and completed and opened to traffic in 2022.

The Project (Phase II) includes the design and construction of the ramps connecting the overcrossing structure to SR-60 and the remainder of the proposed project elements. Final design reached 95 percent completion in May 2019. However, in July 2019, the Project was suspended

due to insufficient funding. In June 2023, the California Transportation Commission (CTC) awarded the City Senate Bill 1 Trade Corridor Enhancement Program (TCEP) competitive funding for the construction phase of the Project. Subsequently, the City requested the Commission be the lead agency for the development of the final plans, specifications, & estimates (PS&E) phase, assist in obtaining Caltrans approval of the PS&E package, and perform the necessary right of way (ROW) services to allow the project to go into construction. PS&E development resumed in spring 2024 and the final design package was completed and approved in spring 2025. The Project received a CTC TCEP allocation of $33.5 million at the June 2025 CTC meeting, and funding obligation was received on July 30.

The proposed improvements include the following:

- Widening Potrero Boulevard on both sides of SR-60 to six (6) lanes;
- Adding two (2) new diagonal on-ramps;
- Adding two (2) new loop on-ramps;
- Adding two (2) new diagonal off-ramps; and
- Realigning Western Knolls Avenue with Potrero Boulevard located north of the proposed interchange.

On March 12, 2025, the Commission approved a cooperative agreement with the City designating the Commission as lead agency for project construction.

In addition, on March 12, 2025, the Commission approved the award of Agreement No. 25-72-013-00 to Jacobs Project Management Co. for construction management, materials testing, construction surveying, and public outreach services for the Project.

With the Commission's approval of the items presented in this staff report, RCTC anticipates construction starting in Quarter 1 2026 with anticipated completion in 2028.

DISCUSSION:

Construction Procurement

On September 17, 2025, the Commission advertised Invitation for Bids (IFB) No. 25-72-078-00 for construction of the project. A public notice was advertised in the Press Enterprise, and the complete IFB package, including all contract documents, was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Email notifications were sent to vendors registered in the Commission's PlanetBids database that fit the IFB qualifications. One hundred sixty-five (165) firms downloaded the IFB; forty-four (44) of those are located in Riverside County. A pre-bid conference was held on September 23, 2025.

On November 3, 2025, seven (7) bids were received and publicly opened. A summary of the bids received is shown in Table 1.

Table 1 - Summary of Bids

	Responsive Bidder (In order from low bid to high bid)	Bid Amount (Rounded)
	Engineer's Estimate	**$54,218,460**
1	Ames Construction, Inc.	$48,925,559
2	Skanska USA Civil West California District Inc.	$49,990,834
3	Riverside Construction Company, Inc.	$50,440,997
4	SEMA Construction, Inc.	$51,567,607
5	Ortiz Enterprises Incorporated	$55,748,845
6	Granite Construction Company	$56,787,329
7	Security Paving Company, Inc.	$57,869,847

The basis of award for a public works contract is the lowest responsive and responsible bidder as defined by the Commission's procurement policy, state law, and subject to applicable federal funding source requirements. The Bid Comparison Analysis Table (Attachment 1) shows the bid amounts of each bidder, the total price per item and percent variation from the engineer's estimate for each bid item. The bid price submitted by Ames was 9.8 percent lower than the engineer's estimate. Although Ames' bid is lower than the engineer's estimate, an analysis of the bid schedule did not find irregularities or omissions. After analyzing the bids received, staff has concluded that Ames's bid, in the amount of $48,925,559, is the lowest responsive and responsible bid received for the Project.

Staff recommends award of Agreement No. 25-72-078-00 for the construction of the Project to Ames in the amount of $48,925,559, plus a contingency amount of $4,892,556 to cover potential change orders encountered during construction, for a total amount not to exceed $53,818,115. A contingency amount of 10 percent is recommended for this agreement to address any unforeseen conditions encountered during construction.

FISCAL IMPACT:

The SR-60/Potrero Boulevard Interchange Project – Phase II Construction Agreement No. 25-72-078-00, will be funded by the following fund sources as detailed in Table 2:

Table 2 - Funding Source Breakdown (Construction Phase)

	Item	Dollar Amount	Fund Source
1	RCTC Transportation Uniform Mitigation Fee – Regional Arterial (TUMF-RA)	$8,000,000	Local
2	Western Riverside Council of Governments (WRCOG) TUMF Pass Zone	$9,318,115	Local
3	City Capital Improvement Program Fund Balance	$1,475,000	Local
4	Development Impact Fee R&B	$1,525,000	Local
5	Trade Corridor Enhancement Program (TCEP)	$33,500,000	Federal/State
	Total	$53,818,115	

Table 3 - Expenditure Schedule

	Item	FY 2025/26	FY 2026/27+	GL/Project Accounting No.
1	Construction + 10% Contingency – Ames	$15,000,000	$38,818,115	005139

Financial Information						
In Fiscal Year Budget:	Yes	Year:	FY 2025/26 FY 2026/27+	Amount:	$15,000,000 $38,818,115	
Source of Funds:	Federal TCEP, TUMF Zone, City Funds			Budget Adjustment:	No	
Project /GL Accounting No.:	005139 81301 00000 0000 / 210 72 81301 SR-60 Potrero Construction					
Fiscal Procedures Approved:				Date:	11/13/2025	

Attachments:

1) Bid Comparison Analysis
2) Bid Analysis Report
3) Draft Agreement No. 25-72-078-00 with Ames Construction, Inc.

Approved by the Western Riverside County Programs and Projects Committee on November 24, 2025

In Favor: 8 Abstain: 0 No: 0

STATE ROUTE 60/POTRERO BOULEVARD INTERCHANGE PROJECT – PHASE II

Bid Opening Date: November 03, 2025 2:00 PM (PDT)

Legend	
> $100k below ENGR EST	> Other Bids
> $200k above Average Bid Pice	< Other bids
> 50% of Engineering Estimate	
< -75% of Engineering Estimate	

ITEM NUM		ITEM CODE		ITEM DESCRIPTION	UNIT OF MEASURE	ENGINEERING ESTIMATE UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	LOW BIDDER Ames Construction, Inc PRICE ($)	LOW BIDDER AMOUNT ($)	LOW BIDDER % VAR ENGR EST	SECOND BIDDER Skanska USA Civil West California PRICE ($)	SECOND BIDDER AMOUNT ($)	SECOND BIDDER % VAR ENGR EST	THIRD BIDDER Riverside Construction Company, Inc PRICE ($)	THIRD BIDDER AMOUNT ($)	THIRD BIDDER % VAR ENGR EST	FOURTH BIDDER SEMA Construction, Inc. PRICE ($)	FOURTH BIDDER AMOUNT ($)	FOURTH BIDDER % VAR ENGR EST	FIFTH BIDDER Ortiz Enterprises Incorporated PRICE ($)	FIFTH BIDDER AMOUNT ($)	FIFTH BIDDER % VAR ENGR EST	SIXTH BIDDER Granite Construction Company PRICE ($)	SIXTH BIDDER AMOUNT ($)	SIXTH BIDDER % VAR ENGR EST	SEVENTH BIDDER Security Paving Company, Inc. PRICE ($)	SEVENTH BIDDER AMOUNT ($)	SEVENTH BIDDER % VAR ENGR EST	AVERAGE OF BID AMOUNTS
1		015165		SEVERE-DUTY CRASH CUSHION TL-3	EA	$ 4,000	1	$ 4,000	1	$ 4,000	0.01%	50,250.00	50,250	1156%	62,000.00	62,000	1450%	43,000.00	43,000	975%	43,147.21	43,147	979%	60,000.00	60,000	1400%	50,000.00	50,000	1150%	45,000.00	45,000	1025%	50,485
2		015299		ALTERNATIVE IN-LINE TERMINAL SYSTEM TL-3	EA	$ 6,000	9	$ 54,000	9	$ 54,000	0.10%	5,250.00	47,250	-13%	5,200.00	46,800	-13%	5,200.00	46,800	-13%	5,253.81	47,284	-12%	13,000.00	117,000	117%	4,431.47	39,883	-26%	5,500.00	49,500	-8%	56,360
3		016055		TRANSITION RAILING (TYPE AGT)	EA	$ 4,085	5	$ 20,425	5	$ 20,425	0.04%	6,000.00	30,000	47%	6,000.00	30,000	47%	5,500.00	27,500	35%	5,431.47	27,157	33%	6,000.00	30,000	47%	5,157.36	25,787	26%	5,600.00	28,000	37%	28,349
4		066871		ELECTRICAL SERVICE CONNECTIONS	EA	$ 10,000	7	$ 70,000	7	$ 70,000	0.13%	5,000.00	35,000	-50%	10,000.00	70,000	0%	3,500.00	24,500	-65%	6,894.71	48,263	-31%	10,000.00	70,000	0%	6,598.98	46,193	-34%	4,800.00	33,600	-52%	46,794
5		070030		LEAD COMPLIANCE PLAN	LS	$ 5,000	1	$ 5,000	1	$ 5,000	0.01%	2,500.00	2,500	-50%	17,500.00	17,500	250%	5,000.00	5,000	0%	2,538.07	2,538	-49%	20,000.00	20,000	300%	1,100.00	1,100	-78%	4,000.00	4,000	-20%	7,520
6		080050		PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	$ 50,000	1	$ 50,000	1	$ 50,000	0.09%	40,000.00	40,000	-20%	47,800.00	47,800	-4%	85,000.00	85,000	70%	44,438.92	44,439	-11%	21,000.00	21,000	-58%	500.00	500	-99%	16,000.00	16,000	-68%	36,391
7		090100		TIME-RELATED OVERHEAD (WDAY)	WDAY	$ 7,500	520	$ 3,900,000	520	$ 3,900,000	7.19%	7,000.00	3,640,000	-7%	11,050.00	5,746,000	47%	5,500.00	2,860,000	-27%	11,725.07	6,097,036	56%	7,850.00	4,082,000	5%	7,000.00	3,640,000	-7%	4,980.00	2,589,600	-34%	4,093,519
8		120090		CONSTRUCTION AREA SIGNS	LS	$ 60,000	1	$ 60,000	1	$ 60,000	0.11%	145,000.00	145,000	142%	145,000.00	145,000	142%	85,000.00	85,000	42%	142,416.00	142,416	137%	150,000.00	150,000	150%	142,416.00	142,416	137%	175,000.00	175,000	192%	140,690
9		120100		TRAFFIC CONTROL SYSTEM	LS	$ 1,820,000	1	$ 1,820,000	1	$ 1,820,000	3.36%	1,135,000.00	1,135,000	-38%	641,000.00	641,000	-65%	220,000.00	220,000	-88%	380,820.00	380,820	-79%	550,000.00	550,000	-70%	450,000.00	450,000	-75%	634,300.00	634,300	-65%	573,017
10		120110		FLASHING ARROW SIGN	EA	$ 8,302	2	$ 16,604	2	$ 16,604	0.03%	10,000.00	20,000	20%	5,010.00	10,020	-40%	10,000.00	20,000	20%	1,800.00	3,600	-78%	31,000.00	62,000	273%	9,000.00	18,000	8%	4,800.00	9,600	-42%	20,460
11		120120		TYPE III BARRICADE	EA	$ 160	71	$ 11,360	71	$ 11,360	0.02%	100.00	7,100	-38%	130.00	9,230	-19%	190.00	13,490	19%	139.00	9,869	-13%	275.00	19,525	72%	120.00	8,520	-25%	80.00	5,680	-50%	10,488
12		120149		TEMPORARY PAVEMENT MARKING (PAINT)	SQFT	$ 6	3,150	$ 19,845	3,150	$ 19,845	0.04%	4.00	12,600	-37%	4.00	12,600	-37%	4.40	13,860	-30%	4.06	12,789	-36%	4.00	12,600	-37%	4.70	14,805	-25%	9.60	30,240	52%	15,642
13		120159		TEMPORARY TRAFFIC STRIPE (PAINT)	LF	$ 0.50	125,207	$ 62,604	125,207	$ 62,604	0.12%	0.80	100,166	60%	1.00	125,207	100%	0.40	50,083	-20%	0.81	101,418	62%	1.00	125,207	100%	0.94	117,695	88%	0.55	68,864	10%	98,377
14		120165		CHANNELIZER (SURFACE MOUNTED)	EA	$ 48	361	$ 17,328	361	$ 17,328	0.03%	50.00	18,050	4%	84.00	30,324	75%	70.00	25,270	46%	63.00	22,743	31%	55.00	19,855	15%	115.00	41,515	140%	80.00	28,880	67%	26,662
15		120182		PORTABLE DELINEATOR	EA	$ 24	201	$ 4,824	201	$ 4,824	0.01%	65.00	13,065	171%	39.00	7,839	63%	70.00	14,070	192%	35.00	7,035	46%	100.00	20,100	317%	31.00	6,231	29%	80.00	16,080	233%	12,060
16		120195		TRAFFIC DRUM	EA	$ 109	51	$ 5,537	51	$ 5,537	0.01%	185.00	9,435	70%	140.00	7,140	29%	180.00	9,180	66%	35.00	1,785	-68%	80.00	4,080	-26%	195.00	9,945	80%	262.00	13,362	141%	7,847
17		120320		TEMPORARY BARRIER SYSTEM	LF	$ 15	19,320	$ 289,800	19,320	$ 289,800	0.53%	30.00	579,600	100%	32.00	618,240	113%	37.00	714,840	147%	25.49	492,467	70%	39.00	753,480	160%	95.00	1,835,400	533%	31.50	608,580	110%	800,372
18		128651		PORTABLE CHANGEABLE MESSAGE SIGN (EA)	EA	$ 10,000	2	$ 20,000	2	$ 20,000	0.04%	50,000.00	100,000	400%	15,800.00	31,600	58%	10,000.00	20,000	0%	8,500.00	17,000	-15%	16,000.00	32,000	60%	23,000.00	46,000	130%	34,450.00	68,900	245%	45,071
19		129100		TEMPORARY CRASH CUSHION MODULE	EA	$ 340	126	$ 42,840	126	$ 42,840	0.08%	500.00	63,000	47%	520.00	65,520	53%	650.00	81,900	91%	341.00	42,966	0%	325.00	40,950	-4%	920.00	115,920	171%	400.00	50,400	18%	65,808
20		129150		TEMPORARY TRAFFIC SCREEN	LF	$ 4	19,320	$ 77,280	19,320	$ 77,280	0.14%	10.00	193,200	150%	6.00	115,920	50%	8.00	154,560	100%	1.70	32,844	-58%	5.00	96,600	25%	5.00	96,600	25%	5.00	96,600	25%	112,332
21		130100		JOB SITE MANAGEMENT	LS	$ 50,000	1	$ 50,000	1	$ 50,000	0.09%	500,000.00	500,000	900%	121,000.00	121,000	142%	175,000.00	175,000	250%	290,440.54	290,441	481%	120,000.00	120,000	140%	160,000.00	160,000	220%	75,000.00	75,000	50%	205,920
22		130301		STORMWATER POLLUTION PREVENTION PLAN	LS	$ 10,000	1	$ 10,000	1	$ 10,000	0.02%	10,000.00	10,000	0%	3,510.00	3,510	-65%	2,100.00	2,100	-79%	1,587.90	1,588	-84%	1,500.00	1,500	-85%	1,800.00	1,800	-82%	4,800.00	4,800	-52%	3,614
23		130320		STORM WATER SAMPLING AND ANALYSIS DAY	EA	$ 1,230	10	$ 12,300	10	$ 12,300	0.02%	500.00	5,000	-59%	750.00	7,500	-39%	250.00	2,500	-80%	366.44	3,664	-70%	600.00	6,000	-51%	1,500.00	15,000	22%	950.00	9,500	-23%	7,023
24		130330		STORM WATER ANNUAL REPORT	EA	$ 2,000	3	$ 6,000	3	$ 6,000	0.01%	1,000.00	3,000	-50%	670.00	2,010	-67%	500.00	1,500	-75%	3,000.00	9,000	50%	700.00	2,100	-65%	480.00	1,440	-76%	4,800.00	14,400	140%	4,779
25		130500		TEMPORARY EROSION CONTROL BLANKET	SQYD	$ 4	3,960	$ 15,840	3,960	$ 15,840	0.03%	5.00	19,800	25%	5.00	19,800	25%	26.00	102,960	550%	12.00	47,520	200%	3.00	11,880	-25%	4.70	18,612	18%	1.60	6,336	-60%	32,415
26		130505		MOVE-IN/MOVE-OUT (TEMPORARY EROSION CONTROL)	EA	$ 1,857	12	$ 22,282	12	$ 22,282	0.04%	1,500.00	18,000	-19%	500.00	6,000	-73%	1,600.00	19,200	-14%	1,700.00	20,400	-8%	1,500.00	18,000	-19%	630.00	7,560	-66%	586.00	7,032	-68%	13,742
27		130610		TEMPORARY CHECK DAM	LF	$ 5	24,800	$ 124,000	24,800	$ 124,000	0.23%	7.00	173,600	40%	2.00	49,600	-60%	5.50	136,400	10%	8.18	202,864	64%	9.00	223,200	80%	20.00	496,000	300%	8.50	210,800	70%	213,209
28		130620		TEMPORARY DRAINAGE INLET PROTECTION	EA	$ 240	131	$ 31,440	131	$ 31,440	0.06%	600.00	78,600	150%	470.00	61,570	96%	350.00	45,850	46%	323.06	42,321	35%	350.00	45,850	46%	400.00	52,400	67%	800.00	104,800	233%	61,627
29		130640		TEMPORARY FIBER ROLL	LF	$ 5	240	$ 1,080	240	$ 1,080	0.00%	10.00	2,400	122%	10.00	2,400	122%	20.00	4,800	344%	8.46	2,030	88%	8.00	1,920	78%	10.00	2,400	122%	7.50	1,800	67%	2,536
30		130650		TEMPORARY GRAVEL BAG BERM	LF	$ 12	4,000	$ 48,000	4,000	$ 48,000	0.09%	25.00	100,000	108%	19.00	76,000	58%	15.00	60,000	25%	9.42	37,680	-22%	8.00	32,000	-33%	18.00	72,000	50%	7.50	30,000	-38%	58,240
31		130680		TEMPORARY SILT FENCE	LF	$ 5	17,600	$ 79,200	17,600	$ 79,200	0.15%	5.00	88,000	11%	5.00	88,000	11%	9.00	158,400	100%	7.30	128,480	62%	8.00	140,800	78%	10.00	176,000	122%	7.50	132,000	67%	130,240
32		130710		TEMPORARY CONSTRUCTION ENTRANCE	EA	$ 5,000	7	$ 35,000	7	$ 35,000	0.06%	10,000.00	70,000	100%	5,340.00	37,380	7%	8,100.00	56,700	62%	14,139.19	98,974	183%	6,000.00	42,000	20%	6,200.00	43,400	24%	8,000.00	56,000	60%	57,779
33		130730		STREET SWEEPING	LS	$ 32,000	1	$ 32,000	1	$ 32,000	0.06%	500,000.00	500,000	1463%	401,000.00	401,000	1153%	175,000.00	175,000	447%	209,880.00	209,880	556%	95,000.00	95,000	197%	500,000.00	500,000	1463%	201,000.00	201,000	528%	297,411
34		130900		TEMPORARY CONCRETE WASHOUT	LS	$ 5,000	1	$ 5,000	1	$ 5,000	0.01%	70,000.00	70,000	1300%	37,100.00	37,100	642%	26,000.00	26,000	420%	132,916.91	132,917	2558%	53,000.00	53,000	960%	15,000.00	15,000	200%	76,000.00	76,000	1420%	58,574
35		141120		TREATED WOOD WASTE	LB		540	$ -	540	$ -	0.00%	10.00	5,400		4.00	2,160		5.00	2,700		0.41	221		5.00	2,700		10.00	5,400		6.40	3,456		3,148
36		146002		CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	$ 100,000	1	$ 100,000	1	$ 100,000	0.18%	150,000.00	150,000	50%	170,000.00	170,000	70%	400,000.00	400,000	300%	549,100.00	549,100	449%	160,000.00	160,000	60%	75,000.00	75,000	-25%	130,000.00	130,000	30%	233,443
37		146005A		PALEONTOLOGICAL RESOURCE MITIGATION	LS		1	$ -	1	$ -	0.00%	30,000.00	30,000		155,000.00	155,000		350,000.00	350,000		50,000.00	50,000		27,000.00	27,000		50,000.00	50,000		69,000.00	69,000		104,429
38		146007		INVASIVE SPECIES CONTROL	LS	$ 5,000	1	$ 5,000	1	$ 5,000	0.01%	10,000.00	10,000	100%	26,700.00	26,700	434%	50,000.00	50,000	900%	20,000.00	20,000	300%	22,000.00	22,000	340%	5,000.00	5,000	0%	48,000.00	48,000	860%	25,957
39		148005		NOISE MONITORING	LS	$ 7,275	1	$ 7,275	1	$ 7,275	0.01%	65,000.00	65,000	793%	80,100.00	80,100	1001%	30,000.00	30,000	312%	30,536.55	30,537	320%	5,500.00	5,500	-24%	5,000.00	5,000	-31%	50,000.00	50,000	587%	38,020
40		160110		TEMPORARY HIGH-VISIBILITY FENCE	LF	$ 8	4,539	$ 36,312	4,539	$ 36,312	0.07%	5.00	22,695	-38%	7.00	31,773	-13%	16.00	72,624	100%	9.99	45,345	25%	8.00	36,312	0%	6.00	27,234	-25%	50.00	226,950	525%	66,133
41		170103		CLEARING AND GRUBBING (LS)	LS	$ 35,000	1	$ 35,000	1	$ 35,000	0.06%	250,000.00	250,000	614%	155,000.00	155,000	343%	590,000.00	590,000	1586%	201,010.10	201,010	474%	250,000.00	250,000	614%	800,000.00	800,000	2186%	205,000.00	205,000	486%	350,144
42		190101		ROADWAY EXCAVATION	CY	$ 25	524,333	$ 13,108,325	524,333	$ 13,108,325	24.18%	8.00	4,194,664	-68%	9.00	4,718,997	-64%	14.00	7,340,662	-44%	11.52	6,040,316	-54%	18.00	9,437,994	-28%	14.00	7,340,662	-44%	14.50	7,602,829	-42%	6,668,018
43		192037	F	STRUCTURE EXCAVATION (RETAINING WALL)	CY	$ 65	4,427	$ 287,755	4,427	$ 287,755	0.53%	50.00	221,350	-23%	60.00	265,620	-8%	50.00	221,350	-23%	25.37	112,313	-61%	50.00	221,350	-23%	90.00	398,430	38%	60.00	265,620	-8%	243,719
44		193013	F	STRUCTURE BACKFILL (RETAINING WALL)	CY	$ 61	5,112	$ 311,832	5,112	$ 311,832	0.58%	64.00	327,168	5%	125.00	639,000	105%	115.00	587,880	89%	30.14	154,076	-51%	120.00	613,440	97%	71.00	362,952	16%	80.00	408,960	31%	441,925
45		193031	F	PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	CY	$ 100	428	$ 42,800	428	$ 42,800	0.08%	62.00	26,536	-38%	265.00	113,420	165%	120.00	51,360	20%	126.25	54,035	26%	120.00	51,360	20%	34.00	14,552	-66%	192.00	82,176	92%	56,206
46		194001		DITCH EXCAVATION	CY	$ 100	150	$ 15,000	150	$ 15,000	0.03%	60.00	9,000	-40%	280.00	42,000	180%	280.00	42,000	180%	75.56	11,334	-24%	140.00	21,000	40%	40.00	6,000	-60%	126.00	18,900	26%	21,462
47		200002		ROADSIDE CLEARING	LS	$ 120,000	1	$ 120,000	1	$ 120,000	0.22%	155,000.00	155,000	29%	60,100.00	60,100	-50%	10,000.00	10,000	-92%	119,365.41	119,365	-1%	200,000.00	200,000	67%	152,700.00	152,700	27%	157,400.00	157,400	31%	122,081
48		202006		SOIL AMENDMENT	CY	$ 100	8	$ 800	8	$ 800	0.00%	200.00	1,600	100%	200.00	1,600	100%	325.00	2,600	225%	153.06	1,224	53%	325.00	2,600	225%	250.00	2,000	150%	210.00	1,680	110%	1,901
49		202039		SLOW-RELEASE FERTILIZER	LB	$ 4	125	$ 500	125	$ 500	0.00%	8.00	1,000	100%	8.00	1,000	100%	3.00	375	-25%	5.10	638	28%	2.50	313	-38%	4.25	531	6%	9.00	1,125	125%	712
50		204035		PLANT (GROUP A)	EA	$ 15	443	$ 6,645	443	$ 6,645	0.01%	10.00	4,430	-33%	10.00	4,430	-33%	15.00	6,645	0%	23.47	10,397	56%	15.00	6,645	0%	17.20	7,620	15%	11.00	4,873	-27%	6,434
51		204036		PLANT (GROUP B)	EA	$ 55	446	$ 24,530	446	$ 24,530	0.05%	60.00	26,760	9%	60.00	26,760	9%	40.00	17,840	-27%	51.02	22,755	-7%	40.00	17,840	-27%	38.30	17,082	-30%	62.00	27,652	13%	22,384
52		204099		PLANT ESTABLISHMENT WORK	LS	$ 36,000	1	$ 36,000	1	$ 36,000	0.07%	250,000.00	250,000	594%	250,000.00	250,000	594%	250,000.00	250,000	594%	86,734.69	86,735	141%	250,000.00	250,000	594%	250,000.00	250,000	594%	255,000.00	255,000	608%	227,391
53		205035		WOOD MULCH	CY	$ 130	551	$ 71,630	551	$ 71,630	0.13%	80.00	44,080	-38%	80.00	44,080	-38%	75.00	41,325	-42%	78.57	43,292	-40%	80.00	44,080	-38%	62.90	34,658	-52%	85.00	46,835	-35%	42,621
54		206005		EDGING	LF	$ 25	584	$ 14,600	584	$ 14,600	0.03%	45.00	26,280	80%	20.00	11,680	-20%	25.00	14,600	0%	20.00	11,680	-20%	60.00	35,040	140%	45.10	26,338	80%	55.00	32,120	120%	22,534

STATE ROUTE 60/POTRERO BOULEVARD INTERCHANGE PROJECT – PHASE II

Bid Opening Date: November 03, 2025 2:00 PM (PDT)

Legend	
> $100k below ENGR EST	> Other Bids
> $200k above Average Bid Pice	< Other bids
> 50% of Engineering Estimate	
< -75% of Engineering Estimate	

				ENGINEERING ESTIMATE						LOW BIDDER Ames Construction, Inc			SECOND BIDDER Skanska USA Civil West California			THIRD BIDDER Riverside Construction Company, Inc			FOURTH BIDDER SEMA Construction, Inc.			FIFTH BIDDER Ortiz Enterprises Incorporated			SIXTH BIDDER Granite Construction Company			SEVENTH BIDDER Security Paving Company, Inc.			
ITEM NUM		ITEM CODE		ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	AVERAGE OF BID AMOUNTS
55		206300		TEMPORARY IRRIGATION SYSTEM	LS	$ 80,000	1	$ 80,000	1	$ 80,000	0.15%	222,222.00	222,222	178%	225,000.00	225,000	181%	105,000.00	105,000	31%	56,122.45	56,122	-30%	140,000.00	140,000	75%	543,400.00	543,400	579%	225,000.00	225,000	181%	216,678
56		206560		CONTROL AND NEUTRAL CONDUCTORS	LS	$ 40,000	1	$ 40,000	1	$ 40,000	0.07%	50,000.00	50,000	25%	50,000.00	50,000	25%	27,000.00	27,000	-33%	25,153.06	25,153	-37%	27,000.00	27,000	-33%	59,600.00	59,600	49%	51,000.00	51,000	28%	41,393
57		206562		1" REMOTE CONTROL VALVE	EA	$ 1,170	22	$ 25,740	22	$ 25,740	0.05%	400.00	8,800	-66%	400.00	8,800	-66%	650.00	14,300	-44%	1,015.31	22,337	-13%	650.00	14,300	-44%	510.00	11,220	-56%	410.00	9,020	-65%	12,682
58		206564		1.5" REMOTE CONTROL VALVE MASTER	EA		2.0	$ -	2	$ -	0.00%	450.00	900		450.00	900		685.00	1,370		1,321.43	2,643		700.00	1,400		1,190.00	2,380		460.00	920		1,502
59		206565		2" REMOTE CONTROL VALVE	EA	$ 1,000	16	$ 16,000	16.0	$ 16,000	0.03%	550.00	8,800	-45%	560.00	8,960	-44%	710.00	11,360	-29%	1,601.02	25,616	60%	710.00	11,360	-29%	700.00	11,200	-30%	600.00	9,600	-40%	12,414
60		206760		16-18 STATION IRRIGATION CONTROLLER (PEDESTAL MOUNTED)	EA	$ 11,000	1	$ 11,000	1	$ 11,000	0.02%	15,000.00	15,000	36%	17,000.00	17,000	55%	13,000.00	13,000	18%	16,326.53	16,327	48%	13,000.00	13,000	18%	12,500.00	12,500	14%	15,500.00	15,500	41%	14,618
61		206761		24-32 STATION IRRIGATION CONTROLLER (PEDESTAL MOUNTED)	EA	$ 12,000	1	$ 12,000	1	$ 12,000	0.02%	17,000.00	17,000	42%	18,000.00	18,000	50%	15,000.00	15,000	25%	22,448.98	22,449	87%	15,000.00	15,000	25%	15,800.00	15,800	32%	17,500.00	17,500	46%	17,250
62		207055	F	2" COPPER PIPE (SUPPLY LINE)	LF	$ 102	115	$ 11,730	115	$ 11,730	0.02%	70.00	8,050	-31%	170.00	19,550	67%	61.00	7,015	-40%	86.73	9,974	-15%	61.00	7,015	-40%	68.30	7,855	-33%	8.50	978	-92%	8,634
63		208301		IRRIGATION CONTROLLER ENCLOSURE CABINET	EA	$ 7,900	2	$ 15,800	2	$ 15,800	0.03%	3,500.00	7,000	-56%	3,600.00	7,200	-54%	3,500.00	7,000	-56%	3,571.43	7,143	-55%	3,500.00	7,000	-56%	1,520.00	3,040	-81%	3,700.00	7,400	-53%	6,540
64		208423		1" BACKFLOW PREVENTER ASSEMBLY	EA		2	$ -	2	$ -	0.00%	6,200.00	12,400		6,300.00	12,600		8,800.00	17,600		3,857.15	7,714		9,000.00	18,000		9,370.00	18,740		6,800.00	13,600		14,379
65		208442		FLOW SENSOR	EA	$ 2,300	2	$ 4,600	2	$ 4,600	0.01%	1,500.00	3,000	-35%	1,500.00	3,000	-35%	2,000.00	4,000	-13%	1,275.51	2,551	-45%	2,000.00	4,000	-13%	2,150.00	4,300	-7%	1,600.00	3,200	-30%	3,436
66		208445		TREE WELL SPRINKLER ASSEMBLY	EA	$ 60	644	$ 38,640	644	$ 38,640	0.07%	50.00	32,200	-17%	50.00	32,200	-17%	32.00	20,608	-47%	112.24	72,283	87%	33.00	21,252	-45%	63.90	41,152	7%	60.00	38,640	0%	36,905
67		208447		POP-UP SPRINKLER ASSEMBLY (GEAR DRIVEN)	EA	$ 130	662	$ 86,060	662	$ 86,060	0.16%	100.00	66,200	-23%	100.00	66,200	-23%	100.00	66,200	-23%	81.63	54,039	-37%	110.00	72,820	-15%	110.00	72,820	-15%	105.00	69,510	-19%	66,827
68		208575		2" GATE VALVE	EA	$ 1,100	9	$ 9,900	9	$ 9,900	0.02%	550.00	4,950	-50%	560.00	5,040	-49%	1,500.00	13,500	36%	1,683.67	15,153	53%	1,450.00	13,050	32%	800.00	7,200	-27%	560.00	5,040	-49%	9,133
69		208595	F	1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	$ 7	12,810	$ 92,873	12,810	$ 92,873	0.17%	8.50	108,885	17%	8.00	102,480	10%	6.00	76,860	-17%	6.63	84,930	-9%	6.00	76,860	-17%	6.10	78,141	-16%	9.00	115,290	24%	91,921
70		208597	F	1 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	$ 8	5,427	$ 43,416	5,427	$ 43,416	0.08%	8.50	46,130	6%	9.00	48,843	13%	7.00	37,989	-13%	7.65	41,517	-4%	7.00	37,989	-13%	6.50	35,276	-19%	9.00	48,843	13%	42,369
71		208605	F	2" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	LF	$ 15	9,425	$ 141,375	9,425	$ 141,375	0.26%	10.25	96,606	-32%	11.00	103,675	-27%	7.60	71,630	-49%	13.27	125,070	-12%	8.00	75,400	-47%	11.90	112,158	-21%	11.00	103,675	-27%	98,316
72		208607	F	3" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	LF	$ 25	3,056	$ 76,400	3,056	$ 76,400	0.14%	15.80	48,285	-37%	15.00	45,840	-40%	11.00	33,616	-56%	16.84	51,463	-33%	11.00	33,616	-56%	13.90	42,478	-44%	17.00	51,952	-32%	43,893
73		208640		PRESSURE REGULATING VALVE	EA	$ 4,000	2	$ 8,000	2	$ 8,000	0.01%	4,000.00	8,000	0%	4,000.00	8,000	0%	4,600.00	9,200	15%	3,326.53	6,653	-17%	4,600.00	9,200	15%	5,270.00	10,540	32%	4,100.00	8,200	3%	8,542
74		208649		QUICK COUPLING VALVE	EA	$ 700	15	$ 10,500	15	$ 10,500	0.02%	650.00	9,750	-7%	830.00	12,450	19%	700.00	10,500	0%	561.22	8,418	-20%	700.00	10,500	0%	590.00	8,850	-16%	655.00	9,825	-6%	10,042
75		208683		BALL VALVE	EA	$ 800	7	$ 5,600	7	$ 5,600	0.01%	400.00	2,800	-50%	400.00	2,800	-50%	750.00	5,250	-6%	571.43	4,000	-29%	735.00	5,145	-8%	500.00	3,500	-38%	410.00	2,870	-49%	3,766
76		208740		12" CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUIT	LF		1,475	$ -	1,475	$ -	0.00%	113.50	167,413		88.00	129,800		40.00	59,000		117.35	173,091		40.00	59,000		67.00	98,825		200.00	295,000		140,304
77		210010		MOVE-IN/MOVE-OUT (EROSION CONTROL)	EA	$ 1,820	1	$ 1,820	1	$ 1,820	0.00%	2,500.00	2,500	37%	2,500.00	2,500	37%	1,500.00	1,500	-18%	510.20	510	-72%	1,500.00	1,500	-18%	780.00	780	-57%	2,600.00	2,600	43%	1,699
78		210350		FIBER ROLLS	LF	$ 5	58,580	$ 292,900	58,580	$ 292,900	0.54%	5.00	292,900	0%	4.00	234,320	-20%	4.00	234,320	-20%	5.05	295,829	1%	4.00	234,320	-20%	3.90	228,462	-22%	3.30	193,314	-34%	244,781
79		210430		HYDROSEED	SQFT	$ 0.30	1,095,834	$ 328,750	1,095,834	$ 328,750	0.61%	0.14	153,417	-53%	0.15	164,375	-50%	0.10	109,583	-67%	0.43	471,209	43%	0.14	153,417	-53%	0.12	131,500	-60%	0.15	164,375	-50%	192,554
80		210630		INCORPORATE MATERIALS	SQFT	$ 0.25	385,359	$ 96,340	385,359	$ 96,340	0.18%	0.60	231,215	140%	0.65	250,483	160%	0.50	192,680	100%	0.17	65,511	-32%	0.60	231,215	140%	0.43	165,704	72%	0.65	250,483	160%	198,185
81		250201		CLASS 2 AGGREGATE SUBBASE	CY	$ 48	6,775.0	$ 321,813	6,775	$ 321,813	0.59%	38.00	257,450	-20%	65.00	440,375	37%	65.00	440,375	37%	60.03	406,703	26%	75.00	508,125	58%	80.00	542,000	68%	55.00	372,625	16%	423,950
82		260203		CLASS 2 AGGREGATE BASE (CY)	CY	$ 54	15,199	$ 820,746	15,199.0	$ 820,746	1.51%	40.00	607,960	-26%	75.00	1,139,925	39%	62.00	942,338	15%	75.72	1,150,868	40%	110.00	1,671,890	104%	68.00	1,033,532	26%	54.50	828,346	1%	1,053,551
83		390100		PRIME COAT	TON	$ 1,840	90	$ 165,600	90	$ 165,600	0.31%	1,300.00	117,000	-29%	950.00	85,500	-48%	3,000.00	270,000	63%	3,000.00	270,000	63%	1,000.00	90,000	-46%	300.00	27,000	-84%	1,100.00	99,000	-40%	136,929
84		390132		HOT MIX ASPHALT (TYPE A)	TON	$ 143	49,291	$ 7,023,968	49,291	$ 7,023,968	12.95%	114.00	5,619,174	-20%	102.00	5,027,682	-28%	120.00	5,914,920	-16%	120.00	5,914,920	-16%	104.00	5,126,264	-27%	125.00	6,161,375	-12%	137.00	6,752,867	-4%	5,788,172
85		390161		HOT MIX ASPHALT (BRIDGE)	TON		32	$ -	32	$ -	0.00%	250.00	8,000		120.00	3,840		130.00	4,160		130.00	4,160		140.00	4,480		800.00	25,600		215.00	6,880		8,160
86		390401		HOT MIX ASPHALT-OPEN GRADED (OPEN GRADED FRICTION COURSE)	TON	$ 205	3,521	$ 723,108	3,521	$ 723,108	1.33%	138.00	485,898	-33%	130.00	457,730	-37%	130.00	457,730	-37%	130.00	457,730	-37%	143.00	503,503	-30%	145.00	510,545	-29%	179.00	630,259	-13%	500,485
87		394060		DATA CORE	LS	$ 10,000	1	$ 10,000	1	$ 10,000	0.02%	3,700.00	3,700	-63%	8,500.00	8,500	-15%	10,000.00	10,000	0%	10,000.00	10,000	0%	18,000.00	18,000	80%	5,000.00	5,000	-50%	99,660.00	99,660	897%	22,123
88		394073		PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	$ 18	483	$ 8,694	483	$ 8,694	0.02%	2.75	1,328	-85%	3.00	1,449	-83%	8.00	3,864	-56%	8.00	3,864	-56%	3.50	1,691	-81%	6.00	2,898	-67%	9.00	4,347	-50%	2,777
89		394074		PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	$ 18	201	$ 3,618	201	$ 3,618	0.01%	2.75	553	-85%	3.00	603	-83%	8.00	1,608	-56%	8.00	1,608	-56%	3.50	704	-81%	9.00	1,809	-50%	9.00	1,809	-50%	1,242
90		394076		PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	$ 2	15,457	$ 32,460	15,457	$ 32,460	0.06%	2.75	42,507	31%	3.00	46,371	43%	8.00	123,656	281%	8.00	123,656	281%	3.50	54,100	67%	6.00	92,742	186%	9.00	139,113	329%	88,878
91		394077		PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	$ 6	864	$ 5,184	864	$ 5,184	0.01%	2.75	2,376	-54%	3.00	2,592	-50%	8.00	6,912	33%	8.00	6,912	33%	3.50	3,024	-42%	7.00	6,048	17%	9.00	7,776	50%	5,091
92		394090		PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	$ 130	58	$ 7,540	58	$ 7,540	0.01%	430.00	24,940	231%	435.00	25,230	235%	160.00	9,280	23%	160.00	9,280	23%	430.00	24,940	231%	350.00	20,300	169%	50.00	2,900	-62%	16,696
93		397005		TACK COAT	TON	$ 1,174	70	$ 82,180	70	$ 82,180	0.15%	750.00	52,500	-36%	750.00	52,500	-36%	580.00	40,600	-51%	580.00	40,600	-51%	750.00	52,500	-36%	300.00	21,000	-74%	950.00	66,500	-19%	46,600
94		398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	$ 14	642	$ 8,988	642	$ 8,988	0.02%	25.00	16,050	79%	25.00	16,050	79%	80.00	51,360	471%	65.00	41,730	364%	10.00	6,420	-29%	15.00	9,630	7%	28.00	17,976	100%	22,745
95		398300		REMOVE BASE AND SURFACING	CY	$ 55	3,682	$ 202,510	3,682	$ 202,510	0.37%	30.00	110,460	-45%	19.00	69,958	-65%	27.00	99,414	-51%	9.41	34,648	-83%	60.00	220,920	9%	80.00	294,560	45%	45.00	165,690	-18%	142,236
96		401050		JOINTED PLAIN CONCRETE PAVEMENT	CY	$ 250	10,786	$ 2,696,500	10,786	$ 2,696,500	4.97%	540.00	5,824,440	116%	479.00	5,166,494	92%	413.00	4,454,618	65%	407.65	4,396,913	63%	570.00	6,148,020	128%	550.00	5,932,300	120%	368.00	3,969,248	47%	5,127,433
97		414241		ISOLATION JOINT SEAL (SILICONE)	LF	$ 21	467	$ 10,017	467	$ 10,017	0.02%	7.00	3,269	-67%	39.00	18,213	82%	7.00	3,269	-67%	7.05	3,292	-67%	30.00	14,010	40%	15.45	7,215	-28%	28.00	13,076	31%	8,906
98		477020		MECHANICALLY STABILIZED EMBANKMENT	SQFT	$ 200	2,457	$ 491,400	2,457	$ 491,400	0.91%	205.00	503,685	3%	220.00	540,540	10%	185.00	454,545	-8%	190.71	468,574	-5%	210.00	515,970	5%	165.00	405,405	-18%	184.00	452,088	-8%	477,258
99		498052		60" CAST-IN-DRILLED-HOLE CONCRETE PILE (SIGN FOUNDATION)	LF	$ 1,150	133	$ 152,950	133	$ 152,950	0.28%	2,700.00	359,100	135%	1,820.00	242,060	58%	1,700.00	226,100	48%	1,717.17	228,384	49%	3,200.00	425,600	178%	1,700.00	226,100	48%	1,200.00	159,600	4%	266,706
100		510053	F	STRUCTURAL CONCRETE, BRIDGE	CY		142	$ -	142	$ -	0.00%	2,000.00	284,000		1,075.00	152,650		1,700.00	241,400		607.09	86,207		1,100.00	156,200		1,500.00	213,000		3,100.00	440,200		224,808
101		510059	F	STRUCTURAL CONCRETE, RETAINING WALL	CY	$ 580	2,032	$ 1,178,560	2,032	$ 1,178,560	2.17%	1,500.00	3,048,000	159%	900.00	1,828,800	55%	1,030.00	2,092,960	78%	907.24	1,843,512	56%	1,000.00	2,032,000	72%	1,550.00	3,149,600	167%	1,386.06	2,816,474	139%	2,401,621
102		510072	F	STRUCTURAL CONCRETE, BARRIER SLAB	CY	$ 1,225	153	$ 187,425	153	$ 187,425	0.35%	1,750.00	267,750	43%	890.00	136,170	-27%	1,100.00	168,300	-10%	1,735.95	265,600	42%	920.00	140,760	-25%	1,200.00	183,600	-2%	1,200.00	183,600	-2%	192,254
103		510092	F	STRUCTURAL CONCRETE, HEADWALL	CY	$ 1,800	21	$ 37,800	21	$ 37,800	0.07%	3,250.00	68,250	81%	3,240.00	68,040	80%	2,650.00	55,650	47%	4,023.00	84,483	124%	2,500.00	52,500	39%	3,500.00	73,500	94%	2,700.00	56,700	50%	65,589
104		510502	F	MINOR CONCRETE (MINOR STRUCTURE)	CY	$ 1,700	420	$ 714,000	420	$ 714,000	1.32%	2,750.00	1,155,000	62%	3,400.00	1,428,000	100%	4,000.00	1,680,000	135%	2,776.29	1,166,042	63%	2,100.00	882,000	24%	2,800.00	1,176,000	65%	4,470.00	1,877,400	163%	1,337,777
105		511106		DRILL AND BOND DOWEL	LF		111	$ -	111	$ -	0.00%	75.00	8,325		150.00	16,650		145.00	16,095		94.01	10,435		26.00	2,886		180.00	19,980		80.00	8,880		11,893
106		511010		CONCRETE SURFACE TEXTURE (FRACTURED FIN)	SQFT	$ 35	13,292	$ 465,220	13,292	$ 465,220	0.86%	26.00	345,592	-26%	16.00	212,672	-54%	15.00	199,380	-57%	24.63	327,382	-30%	22.00	292,424	-37%	34.00	451,928	-3%	27.00	358,884	-23%	312,609
107		519081		JOINT SEAL (MR 1/2")	LF		62	$ -	62	$ -	0.00%	140.00	8,680		200.00	12,400		100.00	6,200		140.00	8,680		200.00	12,400		210.00	13,020		165.00	10,230		10,230
108		520101	F	BAR REINFORCING STEEL	LB	$ 8	1,800	$ 14,400	1,800	$ 14,400	0.03%	2.50	4,500	-69%	4.00	7,200	-50%	5.00	9,000	-38%	3.52	6,336	-56%	3.50	6,300	-56%	3.50	6,300	-56%	3.60	6,480	-55%	6,588
109		520102	F	BAR REINFORCING STEEL (BRIDGE)	LB		24,906	$ -	24,906	$ -	0.00%	1.25	31,133		1.50	37,359		2.00	49,812		1.27	31,631		1.40	34,868		1.26	31,382		1.30	32,378		35,509

STATE ROUTE 60/POTRERO BOULEVARD INTERCHANGE PROJECT – PHASE II

Bid Opening Date: November 03, 2025 2:00 PM (PDT)

Legend	
> $100k below ENGR EST	> Other Bids
> $200k above Average Bid Pice	< Other bids
> 50% of Engineering Estimate	
< -75% of Engineering Estimate	

					ENGINEERING ESTIMATE					LOW BIDDER Ames Construction, Inc			SECOND BIDDER Skanska USA Civil West California			THIRD BIDDER Riverside Construction Company, Inc			FOURTH BIDDER SEMA Construction, Inc.			FIFTH BIDDER Ortiz Enterprises Incorporated			SIXTH BIDDER Granite Construction Company			SEVENTH BIDDER Security Paving Company, Inc.			
ITEM NUM		ITEM CODE		ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	AVERAGE OF BID AMOUNTS
110		520103	F	BAR REINFORCING STEEL (RETAINING WALL)	LB	$ 2	211,315	$ 454,327	211,315	$ 454,327	0.84%	2.50	528,288	16%	2.50	528,288	16%	2.60	549,419	21%	2.41	509,269	12%	2.50	528,288	16%	2.40	507,156	12%	2.50	528,288	16%	525,571
111		560218	F	FURNISH SIGN STRUCTURE (TRUSS)	LB	$ 4	45,730	$ 182,920	45,730	$ 182,920	0.34%	9.00	411,570	125%	12.00	548,760	200%	12.00	548,760	200%	11.62	531,383	191%	9.00	411,570	125%	11.50	525,895	188%	7.00	320,110	75%	471,150
112		560219	F	INSTALL SIGN STRUCTURE (TRUSS)	LB	$ 0.50	45,730	$ 22,865	45,730	$ 22,865	0.04%	0.50	22,865	0%	1.00	45,730	100%	1.00	45,730	100%	1.01	46,187	102%	0.60	27,438	20%	0.50	22,865	0%	1.50	68,595	200%	39,916
113		560223	F	FURNISH SIGN STRUCTURE (BRIDGE MOUNTED WITHOUT WALKWAY)	LB	$ 20	656	$ 13,120	656	$ 13,120	0.02%	30.00	19,680	50%	10.00	6,560	-50%	10.00	6,560	-50%	9.60	6,298	-52%	30.00	19,680	50%	9.50	6,232	-53%	4.65	3,050	-77%	9,723
114		560224	F	INSTALL SIGN STRUCTURE (BRIDGE MOUNTED WITHOUT WALKWAY)	LB	$ 12	656	$ 7,872	656	$ 7,872	0.01%	30.00	19,680	150%	8.00	5,248	-33%	7.00	4,592	-42%	7.07	4,638	-41%	30.00	19,680	150%	7.00	4,592	-42%	16.90	11,086	41%	9,931
115		568062		PEDESTRIAN BARRICADE	EA	$ 1,500	8	$ 12,000	8	$ 12,000	0.02%	425.00	3,400	-72%	550.00	4,400	-63%	3,500.00	28,000	133%	2,700.00	21,600	80%	3,000.00	24,000	100%	6,850.00	54,800	357%	3,140.00	25,120	109%	23,046
116		600029		REMOVE ASPHALT CONCRETE SURFACING	SQFT		1,024	$ -	1,024	$ -	0.00%	10.00	10,240		30.00	30,720		4.00	4,096		2.50	2,560		18.00	18,432		13.00	13,312		5.35	5,478		12,120
117		600097		BRIDGE REMOVAL (PORTION)	LS		1	$ -	1	$ -	0.00%	45,000.00	45,000		86,400.00	86,400		50,000.00	50,000		112,413.33	112,413		150,000.00	150,000		110,000.00	110,000		262,300.00	262,300		116,588
118		610108		18" ALTERNATIVE PIPE CULVERT	LF	$ 105	3,583	$ 376,215	3,583	$ 376,215	0.69%	105.00	376,215	0%	140.00	501,620	33%	180.00	644,940	71%	117.01	419,247	11%	175.00	627,025	67%	140.00	501,620	33%	522.00	1,870,326	397%	705,856
119		610112		24" ALTERNATIVE PIPE CULVERT	LF	$ 105	1,888	$ 198,240	1,888	$ 198,240	0.37%	85.00	160,480	-19%	180.00	339,840	71%	215.00	405,920	105%	176.56	333,345	68%	200.00	377,600	90%	155.00	292,640	48%	250.00	472,000	138%	340,261
120		610117		30" ALTERNATIVE PIPE CULVERT	LF	$ 120	176	$ 21,120	176	$ 21,120	0.04%	125.00	22,000	4%	220.00	38,720	83%	240.00	42,240	100%	173.53	30,541	45%	400.00	70,400	233%	185.00	32,560	54%	325.00	57,200	171%	41,952
121		610121		36" ALTERNATIVE PIPE CULVERT	LF	$ 275	756	$ 207,900	756	$ 207,900	0.38%	105.00	79,380	-62%	230.00	173,880	-16%	240.00	181,440	-13%	189.81	143,496	-31%	220.00	166,320	-20%	195.00	147,420	-29%	341.00	257,796	24%	164,247
122		610128		48" ALTERNATIVE PIPE CULVERT	LF	$ 235	1,016	$ 238,760	1,016	$ 238,760	0.44%	190.00	193,040	-19%	280.00	284,480	19%	265.00	269,240	13%	326.38	331,602	39%	360.00	365,760	53%	220.00	223,520	-6%	494.00	501,904	110%	309,935
123		610300	F	CONCRETE BACKFILL (PIPE TRENCH)	CY	$ 395	10	$ 3,950	10	$ 3,950	0.01%	575.00	5,750	46%	470.00	4,700	19%	1,200.00	12,000	204%	635.91	6,359	61%	600.00	6,000	52%	500.00	5,000	27%	540.00	5,400	37%	6,458
124		650014		18" REINFORCED CONCRETE PIPE	LF	$ 226	356	$ 80,456	356	$ 80,456	0.15%	150.00	53,400	-34%	130.00	46,280	-42%	160.00	56,960	-29%	210.37	74,892	-7%	200.00	71,200	-12%	295.00	105,020	31%	223.00	79,388	-1%	69,591
125		650018		24" REINFORCED CONCRETE PIPE	LF	$ 250	411	$ 102,750	411	$ 102,750	0.19%	145.00	59,595	-42%	170.00	69,870	-32%	168.00	69,048	-33%	234.12	96,223	-6%	340.00	139,740	36%	350.00	143,850	40%	385.00	158,235	54%	105,223
126		650034		48" REINFORCED CONCRETE PIPE	LF	$ 315	509	$ 160,335	509	$ 160,335	0.30%	290.00	147,610	-8%	340.00	173,060	8%	450.00	229,050	43%	420.38	213,973	33%	670.00	341,030	113%	445.00	226,505	41%	460.00	234,140	46%	223,624
127		665012		12" CORRUGATED STEEL PIPE (.079" THICK)	LF	$ 313	19	$ 5,942	19	$ 5,942	0.01%	195.00	3,705	-38%	190.00	3,610	-39%	385.00	7,315	23%	227.59	4,324	-27%	450.00	8,550	44%	665.00	12,635	113%	1,188.00	22,572	280%	8,959
128		665018		18" CORRUGATED STEEL PIPE (.109" THICK)	LF	$ 180	37	$ 6,660	37	$ 6,660	0.01%	190.00	7,030	6%	180.00	6,660	0%	280.00	10,360	56%	329.08	12,176	83%	400.00	14,800	122%	140.00	5,180	-22%	400.00	14,800	122%	10,144
129		665025		24" CORRUGATED STEEL PIPE (.138" THICK)	LF	$ 450	143	$ 64,350	143	$ 64,350	0.12%	210.00	30,030	-53%	200.00	28,600	-56%	200.00	28,600	-56%	234.40	33,519	-48%	500.00	71,500	11%	160.00	22,880	-64%	339.00	48,477	-25%	37,658
130		665048		48" CORRUGATED STEEL PIPE (.138" THICK)	LF	$ 400	813	$ 325,200	813	$ 325,200	0.60%	250.00	203,250	-38%	290.00	235,770	-28%	300.00	243,900	-25%	428.72	348,549	7%	650.00	528,450	63%	220.00	178,860	-45%	478.00	388,614	20%	303,913
131		703233		GRATED LINE DRAIN	LF		34	$ -	34	$ -	0.00%	510.00	17,340		250.00	8,500		410.00	13,940		521.21	17,721		350.00	11,900		560.00	19,040		320.00	10,880		14,189
132		705311		18" ALTERNATIVE FLARED END SECTION	EA	$ 930	5	$ 4,650	5	$ 4,650	0.01%	1,400.00	7,000	51%	3,140.00	15,700	238%	650.00	3,250	-30%	773.58	3,868	-17%	1,500.00	7,500	61%	1,350.00	6,750	45%	648.00	3,240	-30%	6,758
133		705315		24" ALTERNATIVE FLARED END SECTION	EA	$ 1,090	10	$ 10,900	10	$ 10,900	0.02%	1,500.00	15,000	38%	3,240.00	32,400	197%	750.00	7,500	-31%	795.77	7,958	-27%	1,000.00	10,000	-8%	1,620.00	16,200	49%	702.00	7,020	-36%	13,725
134		705325		48" ALTERNATIVE FLARED END SECTION	EA	$ 3,700	3	$ 11,100	3	$ 11,100	0.02%	5,500.00	16,500	49%	5,140.00	15,420	39%	2,700.00	8,100	-27%	1,589.06	4,767	-57%	4,500.00	13,500	22%	4,500.00	13,500	22%	1,782.00	5,346	-52%	11,019
135		707233		60" PRECAST CONCRETE PIPE MANHOLE	LF	$ 430	120	$ 51,600	120	$ 51,600	0.10%	800.00	96,000	86%	1,300.00	156,000	202%	1,850.00	222,000	330%	252.83	30,340	-41%	1,200.00	144,000	179%	850.00	102,000	98%	1,694.00	203,280	294%	136,231
136		710102		ABANDON CULVERT (LF)	LF	$ 70	261	$ 18,270	261	$ 18,270	0.03%	10.00	2,610	-86%	37.00	9,657	-47%	100.00	26,100	43%	97.74	25,510	40%	85.00	22,185	21%	105.00	27,405	50%	54.00	14,094	-23%	18,223
137		710132		REMOVE CULVERT (LF)	LF	$ 60	626	$ 37,560	626	$ 37,560	0.07%	60.00	37,560	0%	38.00	23,788	-37%	55.00	34,430	-8%	49.51	30,993	-17%	41.00	25,666	-32%	98.00	61,348	63%	85.00	53,210	42%	38,142
138		710150		REMOVE INLET	EA	$ 1,280	11	$ 14,080	11	$ 14,080	0.03%	1,300.00	14,300	2%	1,225.00	13,475	-4%	1,200.00	13,200	-6%	2,103.78	23,142	64%	1,600.00	17,600	25%	2,200.00	24,200	72%	2,322.00	25,542	81%	18,780
139		710152		REMOVE HEADWALL	EA	$ 2,055	4	$ 8,220	4	$ 8,220	0.02%	1,250.00	5,000	-39%	1,280.00	5,120	-38%	2,700.00	10,800	31%	3,305.57	13,222	61%	3,500.00	14,000	70%	2,200.00	8,800	7%	3,240.00	12,960	58%	9,986
140		710167		REMOVE FLARED END SECTION (EA)	EA	$ 630	3	$ 1,890	3	$ 1,890	0.00%	750.00	2,250	19%	640.00	1,920	2%	1,500.00	4,500	138%	1,614.40	4,843	156%	3,800.00	11,400	503%	2,200.00	6,600	249%	648.00	1,944	3%	4,780
141		710196		ADJUST INLET	EA		15	$ -	15	$ -	0.00%	4,150.00	62,250		6,520.00	97,800		4,100.00	61,500		8,471.31	127,070		1,400.00	21,000		11,300.00	169,500		5,616.00	84,240		89,051
142		710240		MODIFY INLET (TO MANHOLE)	EA		3	$ -	3	$ -	0.00%	10,000.00	30,000		11,100.00	33,300		4,800.00	14,400		7,745.87	23,238		1,300.00	3,900		15,000.00	45,000		6,696.00	20,088		24,275
143		710370		SAND BACKFILL	CY	$ 270	167	$ 45,090	167	$ 45,090	0.08%	125.00	20,875	-54%	130.00	21,710	-52%	230.00	38,410	-15%	112.44	18,777	-58%	170.00	28,390	-37%	25.00	4,175	-91%	324.00	54,108	20%	26,635
144		721420		CONCRETE (DITCH LINING)	CY	$ 693	526	$ 364,518	526	$ 364,518	0.67%	848.00	446,048	22%	875.00	460,250	26%	1,100.00	578,600	59%	860.91	452,839	24%	925.00	486,550	33%	915.00	481,290	32%	810.00	426,060	17%	475,948
145		721431		CONCRETE (CONCRETE APRON)	CY	$ 895	160	$ 143,200	160	$ 143,200	0.26%	1,500.00	240,000	68%	400.00	64,000	-55%	145.00	23,200	-84%	183.06	29,290	-80%	750.00	120,000	-16%	400.00	64,000	-55%	918.00	146,880	3%	98,196
146		723070		ROCK SLOPE PROTECTION (150 LB, CLASS III, METHOD B) (CY)	CY	$ 380	141	$ 53,580	141	$ 53,580	0.10%	250.00	35,250	-34%	300.00	42,300	-21%	260.00	36,660	-32%	497.03	70,081	31%	220.00	31,020	-42%	250.00	35,250	-34%	275.00	38,775	-28%	41,334
147		723095		ROCK SLOPE PROTECTION (20 LB, CLASS I, METHOD B) (CY)	CY	$ 385	143	$ 55,055	143	$ 55,055	0.10%	325.00	46,475	-16%	295.00	42,185	-23%	275.00	39,325	-29%	448.04	64,070	16%	220.00	31,460	-43%	310.00	44,330	-19%	280.00	40,040	-27%	43,984
148		729011		ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	$ 20	256	$ 4,992	256	$ 4,992	0.01%	60.00	15,360	208%	25.00	6,400	28%	4.00	1,024	-79%	16.94	4,337	-13%	14.00	3,584	-28%	3.00	768	-85%	4.00	1,024	-79%	4,642
149		730070		DETECTABLE WARNING SURFACE	SQFT	$ 40	229	$ 9,160	229	$ 9,160	0.02%	55.00	12,595	38%	96.00	21,984	140%	55.00	12,595	38%	67.43	15,441	69%	55.00	12,595	38%	50.00	11,450	25%	60.00	13,740	50%	14,343
150		731502		MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	CY		9	$ -	9	$ -	0.00%	2,000.00	18,000		1,830.00	16,470		3,200.00	28,800		3,168.83	28,519		1,100.00	9,900		5,000.00	45,000		1,620.00	14,580		23,038
151		731504		MINOR CONCRETE (CURB AND GUTTER)	CY	$ 612	318	$ 194,616	318	$ 194,616	0.36%	1,000.00	318,000	63%	705.00	224,190	15%	600.00	190,800	-2%	983.10	312,626	61%	1,050.00	333,900	72%	1,300.00	413,400	112%	970.00	308,460	58%	300,197
152		731511		MINOR CONCRETE (ISLAND PAVING)	CY	$ 541	410	$ 221,810	410	$ 221,810	0.41%	700.00	287,000	29%	700.00	287,000	29%	805.00	330,050	49%	663.41	271,998	23%	770.00	315,700	42%	850.00	348,500	57%	800.00	328,000	48%	309,750
153		731521		MINOR CONCRETE (SIDEWALK)	CY	$ 645	319	$ 205,755	319	$ 205,755	0.38%	700.00	223,300	9%	550.00	175,450	-15%	500.00	159,500	-22%	768.43	245,129	19%	600.00	191,400	-7%	825.00	263,175	28%	621.00	198,099	-4%	208,008
154		731623		MINOR CONCRETE (CURB RAMP)	CY	$ 1,040	19	$ 19,760	19	$ 19,760	0.04%	1,250.00	23,750	20%	2,850.00	54,150	174%	4,500.00	85,500	333%	1,880.60	35,731	81%	850.00	16,150	-18%	2,100.00	39,900	102%	775.00	14,725	-25%	38,558
155		750001	F	MISCELLANEOUS IRON AND STEEL	LB	$ 3	35,816	$ 91,331	35,816	$ 91,331	0.17%	2.25	80,586	-12%	3.00	107,448	18%	2.50	89,540	-2%	2.27	81,302	-11%	2.00	71,632	-22%	1.00	35,816	-61%	6.00	214,896	135%	97,317
156		770010		SIGNAL AND LIGHTING (CITY)	LS	$ 498,800	1	$ 498,800	1	$ 498,800	0.92%	613,750.00	613,750	23%	705,000.00	705,000	41%	615,000.00	615,000	23%	427,207.06	427,207	-14%	403,000.00	403,000	-19%	402,750.00	402,750	-19%	603,800.00	603,800	21%	538,644
157		770090		LIGHTING SYSTEM (CITY STREET)	LS	$ 172,588	1	$ 172,588	1	$ 172,588	0.32%	107,500.00	107,500	-38%	200,000.00	200,000	16%	110,000.00	110,000	-36%	78,758.84	78,759	-54%	75,000.00	75,000	-57%	107,500.00	107,500	-38%	132,400.00	132,400	-23%	115,880
158		780256		ADJUST ACCESS BOX (UTILITY)	EA	$ 985	18	$ 17,730	18	$ 17,730	0.03%	250.00	4,500	-75%	1,400.00	25,200	42%	1,500.00	27,000	52%	1,550.00	27,900	57%	1,200.00	21,600	22%	3,500.00	63,000	255%	1,570.00	28,260	59%	28,209
159		780258		ADJUST MANHOLE FRAME AND COVER (UTILITY)	EA	$ 3,125	3	$ 9,375	3	$ 9,375	0.02%	1,700.00	5,100	-46%	4,000.00	12,000	28%	1,500.00	4,500	-52%	2,550.00	7,650	-18%	2,200.00	6,600	-30%	4,500.00	13,500	44%	2,666.88	8,001	-15%	8,193
160		780460	F	ANTI-GRAFFITI COATING	SQFT	$ 2	1,417	$ 2,834	1,417	$ 2,834	0.01%	10.00	14,170	400%	12.00	17,004	500%	12.00	17,004	500%	12.07	17,103	504%	12.00	17,004	500%	12.00	17,004	500%	8.00	11,336	300%	15,804
161		800361		CHAIN LINK FENCE (TYPE CL-3, VINYL-CLAD)	LF		8,178	$ -	8,178	$ -	0.00%	40.00	327,120		43.00	351,654		48.00	392,544		48.73	398,514		50.00	408,900		41.00	335,298		69.34	567,063		397,299
162		802580		12' CHAIN LINK GATE (TYPE CL-6)	EA		1	$ -	1	$ -	0.00%	6,000.00	6,000		6,400.00	6,400		4,800.00	4,800		4,873.10	4,873		5,000.00	5,000		6,000.00	6,000		5,300.00	5,300		5,482
163		802670		24' CHAIN LINK GATE (TYPE CL-6)	EA		1	$ -	1	$ -	0.00%	6,500.00	6,500		8,600.00	8,600		8,000.00	8,000		8,121.83	8,122		8,000.00	8,000		6,500.00	6,500		8,800.00	8,800		7,789
164		803050		REMOVE CHAIN LINK FENCE	LF	$ 6	7,877	$ 47,262	7,877	$ 47,262	0.09%	8.00	63,016	33%	6.00	47,262	0%	3.00	23,631	-50%	11.17	87,986	86%	12.00	94,524	100%	8.00	63,016	33%	12.00	94,524	100%	67,708

STATE ROUTE 60/POTRERO BOULEVARD INTERCHANGE PROJECT – PHASE II

Bid Opening Date: November 03, 2025 2:00 PM (PDT)

Legend	
> $100k below ENGR EST	> Other Bids
> $200k above Average Bid Pice	< Other bids
> 50% of Engineering Estimate	
< -75% of Engineering Estimate	

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ITEM NUM		ITEM CODE		ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST	AVERAGE OF BID AMOUNTS
165		810120		REMOVE PAVEMENT MARKER	EA	$ 1.00	3,356	$ 3,356	3,356	$ 3,356	0.01%	2.00	6,712	100%	2.00	6,712	100%	1.00	3,356	0%	2.03	6,813	103%	2.00	6,712	100%	2.00	6,712	100%	1.60	5,370	60%	6,055
166		810160		DELINEATOR (SPECIAL)	EA	$ 57	26	$ 1,482	26	$ 1,482	0.00%	50.00	1,300	-12%	150.00	3,900	163%	150.00	3,900	163%	120.00	3,120	111%	85.00	2,210	49%	150.00	3,900	163%	80.00	2,080	40%	2,916
167		810170		DELINEATOR (CLASS 1)	EA	$ 58	311	$ 18,038	311	$ 18,038	0.03%	50.00	15,550	-14%	65.00	20,215	12%	65.00	20,215	12%	68.00	21,148	17%	70.00	21,770	21%	65.00	20,215	12%	82.00	25,502	41%	20,659
168		810190		GUARD RAILING DELINEATOR	EA	$ 32	309	$ 9,888	309	$ 9,888	0.02%	25.00	7,725	-22%	58.00	17,922	81%	57.00	17,613	78%	35.53	10,979	11%	37.00	11,433	16%	57.00	17,613	78%	83.00	25,647	159%	15,562
169		810230		PAVEMENT MARKER (RETROREFLECTIVE)	EA	$ 5	2,555	$ 13,286	2,555	$ 13,286	0.02%	5.00	12,775	-4%	5.00	12,775	-4%	8.00	20,440	54%	5.08	12,979	-2%	5.00	12,775	-4%	5.00	12,775	-4%	4.30	10,987	-17%	13,644
170		820110		MILEPOST MARKER	EA	$ 200	3	$ 600	3	$ 600	0.00%	110.00	330	-45%	112.00	336	-44%	110.00	330	-45%	110.00	330	-45%	7.00	21	-97%	110.00	330	-45%	800.00	2,400	300%	582
171		820130		OBJECT MARKER	EA	$ 136	15	$ 2,040	15	$ 2,040	0.00%	150.00	2,250	10%	144.00	2,160	6%	142.00	2,130	4%	142.00	2,130	4%	150.00	2,250	10%	142.00	2,130	4%	21.00	315	-85%	1,909
172		820190		SPECIAL MARKER	EA	$ 100	22	$ 2,200	22	$ 2,200	0.00%	220.00	4,840	120%	220.00	4,840	120%	220.00	4,840	120%	220.00	4,840	120%	150.00	3,300	50%	220.00	4,840	120%	80.01	1,760	-20%	4,180
173		820270		REMOVE ROADSIDE SIGN (WOOD POST)	EA	$ 200	74	$ 14,800	74	$ 14,800	0.03%	90.00	6,660	-55%	90.00	6,660	-55%	89.00	6,586	-56%	89.00	6,586	-56%	90.00	6,660	-55%	89.00	6,586	-56%	95.00	7,030	-53%	6,681
174		820300		REMOVE ROADSIDE SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	$ 160	2	$ 320	2	$ 320	0.00%	60.00	120	-63%	58.00	116	-64%	58.00	116	-64%	58.00	116	-64%	64.00	128	-60%	58.00	116	-64%	62.00	124	-61%	119
175		820620		RELOCATE ROADSIDE SIGN (METAL POST)	EA	$ 298	2	$ 596	2	$ 596	0.00%	150.00	300	-50%	150.00	300	-50%	150.00	300	-50%	150.00	300	-50%	160.00	320	-46%	150.00	300	-50%	160.00	320	-46%	306
176		820630		RELOCATE ROADSIDE SIGN (WOOD POST)	EA	$ 300	8	$ 2,400	8	$ 2,400	0.00%	160.00	1,280	-47%	160.00	1,280	-47%	161.00	1,288	-46%	161.00	1,288	-46%	165.00	1,320	-45%	161.00	1,288	-46%	172.00	1,376	-43%	1,303
177		820710		FURNISH LAMINATED PANEL SIGN (1*-TYPE A)	SQFT		921	$ -	921	$ -	0.00%	50.00	46,050		100.00	92,100		54.00	49,734		54.55	50,241		51.00	46,971		54.00	49,734		8.50	7,829		48,951
178		820720		FURNISH LAMINATED PANEL SIGN (1*-TYPE B)	SQFT	$ 34	244	$ 8,296	244	$ 8,296	0.02%	35.00	8,540	3%	35.00	8,540	3%	35.00	8,540	3%	35.00	8,540	3%	38.00	9,272	12%	35.00	8,540	3%	8.50	2,074	-75%	7,721
179		820750		FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SQFT	$ 17	721	$ 12,257	721	$ 12,257	0.02%	14.00	10,094	-18%	14.00	10,094	-18%	14.00	10,094	-18%	14.00	10,094	-18%	14.00	10,094	-18%	14.00	10,094	-18%	15.00	10,815	-12%	10,197
180		820760		FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED)	SQFT	$ 18	711	$ 12,798	711	$ 12,798	0.02%	15.00	10,665	-17%	15.00	10,665	-17%	15.00	10,665	-17%	15.00	10,665	-17%	15.00	10,665	-17%	15.00	10,665	-17%	16.00	11,376	-11%	10,767
181		820780		FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-FRAMED)	SQFT	$ 21	18	$ 378	18	$ 378	0.00%	24.00	432	14%	25.00	450	19%	24.00	432	14%	24.00	432	14%	24.00	432	14%	24.00	432	14%	25.60	461	22%	439
182		820790		FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-FRAMED)	SQFT	$ 24	115	$ 2,760	115	$ 2,760	0.01%	25.00	2,875	4%	25.00	2,875	4%	25.00	2,875	4%	25.00	2,875	4%	25.00	2,875	4%	25.00	2,875	4%	26.70	3,071	11%	2,903
183		820840		ROADSIDE SIGN - ONE POST	EA	$ 480	112	$ 53,760	112	$ 53,760	0.10%	700.00	78,400	46%	690.00	77,280	44%	685.00	76,720	43%	685.00	76,720	43%	700.00	78,400	46%	685.00	76,720	43%	730.00	81,760	52%	78,000
184		820850		ROADSIDE SIGN - TWO POST	EA	$ 770	15	$ 11,550	15	$ 11,550	0.02%	1,400.00	21,000	82%	1,360.00	20,400	77%	1,350.00	20,250	75%	1,350.00	20,250	75%	1,350.00	20,250	75%	1,350.00	20,250	75%	1,440.00	21,600	87%	20,571
185		820860		INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	$ 210	9	$ 1,890	9	$ 1,890	0.00%	150.00	1,350	-29%	150.00	1,350	-29%	147.00	1,323	-30%	147.00	1,323	-30%	150.00	1,350	-29%	147.00	1,323	-30%	157.00	1,413	-25%	1,347
186		820880		INSTALL SIGN (MAST-ARM HANGER METHOD)	EA	$ 400	20	$ 8,000	20	$ 8,000	0.01%	450.00	9,000	13%	435.00	8,700	9%	730.00	14,600	83%	430.00	8,600	8%	420.00	8,400	5%	430.00	8,600	8%	458.00	9,160	15%	9,580
187		820920		INSTALL ROADSIDE SIGN (LAMINATED WOOD BOX POST)	EA	$ 4,200	2	$ 8,400	2	$ 8,400	0.02%	8,750.00	17,500	108%	8,900.00	17,800	112%	8,800.00	17,600	110%	8,803.00	17,606	110%	8,800.00	17,600	110%	8,803.00	17,606	110%	9,300.00	18,600	121%	17,759
188		832006		MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF		1,588	$ -	1,588	$ -	0.00%	55.00	87,340		58.00	92,104		50.00	79,400		48.73	77,383		58.00	92,104		38.70	61,456		52.00	82,576		81,766
189		832070		VEGETATION CONTROL (MINOR CONCRETE)	SQYD	$ 89	406	$ 36,134	406	$ 36,134	0.07%	120.00	48,720	35%	110.00	44,660	24%	100.00	40,600	12%	115.00	46,690	29%	90.00	36,540	1%	200.00	81,200	125%	75.00	30,450	-16%	46,980
190		839521	F	CABLE RAILING	LF		68	$ -	68	$ -	0.00%	135.00	9,180		115.00	7,820		160.00	10,880		157.36	10,700		160.00	10,880		280.00	19,040		170.00	11,560		11,437
191		839580		END ANCHOR ASSEMBLY (TYPE SFT-M)	EA	$ 1,050	3	$ 3,150	3	$ 3,150	0.01%	2,500.00	7,500	138%	2,500.00	7,500	138%	2,000.00	6,000	90%	1,928.93	5,787	84%	2,000.00	6,000	90%	2,595.00	7,785	147%	2,000.00	6,000	90%	6,653
192		839640		CONCRETE BARRIER (TYPE 60M)	LF	$ 272	120	$ 32,640	120	$ 32,640	0.06%	375.00	45,000	38%	185.00	22,200	-32%	193.00	23,160	-29%	198.98	23,878	-27%	240.00	28,800	-12%	1,240.00	148,800	356%	375.00	45,000	38%	48,120
193		839649		CONCRETE BARRIER (TYPE 60MS)	LF	$ 380	254	$ 96,520	254	$ 96,520	0.18%	275.00	69,850	-28%	130.00	33,020	-66%	200.00	50,800	-47%	168.92	42,906	-56%	210.00	53,340	-45%	300.00	76,200	-21%	325.00	82,550	-14%	58,381
194		839741X	F	CONCRETE BARRIER (TYPE 836 MOD)	LF		311	$ -	311	$ -	0.00%	550.00	171,050		156.00	48,516		280.00	87,080		205.83	64,013		180.00	55,980		340.00	105,740		398.00	123,778		93,737
195		839742		CONCRETE BARRIER (TYPE 836A)	LF	$ 135	1,112	$ 150,120	1,112	$ 150,120	0.28%	430.00	478,160	219%	170.00	189,040	26%	210.00	233,520	56%	175.14	194,756	30%	190.00	211,280	41%	520.00	578,240	285%	459.00	510,408	240%	342,201
196		839746		CONCRETE BARRIER (TYPE 842)	LF	$ 275	300	$ 82,500	300	$ 82,500	0.15%	375.00	112,500	36%	240.00	72,000	-13%	440.00	132,000	60%	304.08	91,224	11%	280.00	84,000	2%	400.00	120,000	45%	410.00	123,000	49%	104,961
197		839752		REMOVE GUARDRAIL	LF	$ 35	95	$ 3,325	95	$ 3,325	0.01%	50.00	4,750	43%	51.00	4,845	46%	51.00	4,845	46%	14.21	1,350	-59%	15.00	1,425	-57%	16.24	1,543	-54%	48.00	4,560	37%	3,331
198		840615		6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 18-12)	LF	$ 0.80	17,034	$ 13,627	17,034	$ 13,627	0.03%	0.90	15,331	13%	1.00	17,034	25%	1.00	17,034	25%	0.91	15,501	14%	1.00	17,034	25%	0.90	15,331	13%	0.80	13,627	0%	15,842
199		840617		6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 6-1)	LF	$ 1	380	$ 437	380	$ 437	0.00%	0.90	342	-22%	2.00	760	74%	1.50	570	30%	0.91	346	-21%	1.00	380	-13%	0.90	342	-22%	4.00	1,520	248%	609
200		840621		6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 17-7)	LF	$ 0.90	14,280	$ 12,852	14,280	$ 12,852	0.02%	0.90	12,852	0%	1.00	14,280	11%	1.00	14,280	11%	0.91	12,995	1%	1.00	14,280	11%	0.90	12,852	0%	1.20	17,136	33%	14,096
201		846007		6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	$ 0.85	83,447	$ 70,930	83,447	$ 70,930	0.13%	1.25	104,309	47%	1.50	125,171	76%	1.50	125,171	76%	1.27	105,978	49%	1.30	108,481	53%	1.25	104,309	47%	1.35	112,653	59%	112,296
202		846008		6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 8-4)	LF	$ 1	1,432	$ 1,718	1,432	$ 1,718	0.00%	0.90	1,289	-25%	1.50	2,148	25%	1.50	2,148	25%	0.91	1,303	-24%	1.00	1,432	-17%	0.90	1,289	-25%	1.60	2,291	33%	1,700
203		846009		8" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	$ 1	11,364	$ 14,205	11,364	$ 14,205	0.03%	1.75	19,887	40%	1.50	17,046	20%	2.50	28,410	100%	1.78	20,228	42%	2.00	22,728	60%	1.75	19,887	40%	4.00	45,456	220%	24,806
204		846010		8" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 12-3)	LF	$ 1	248	$ 360	248	$ 360	0.00%	1.50	372	3%	1.50	372	3%	2.50	620	72%	1.52	377	5%	1.50	372	3%	1.50	372	3%	6.15	1,525	324%	573
205		846012		THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)	SQFT	$ 11	17,262	$ 189,882	17,262	$ 189,882	0.35%	6.00	103,572	-45%	8.00	138,096	-27%	7.50	129,465	-32%	6.09	105,126	-45%	6.00	103,572	-45%	6.00	103,572	-45%	6.40	110,477	-42%	113,411
206		846013		12" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	$ 4	3,647	$ 15,317	3,647	$ 15,317	0.03%	2.50	9,118	-40%	3.00	10,941	-29%	3.00	10,941	-29%	2.54	9,263	-40%	2.50	9,118	-40%	2.50	9,118	-40%	5.35	19,511	27%	11,144
207		846030		REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	$ 0.42	101,720	$ 42,722	101,720	$ 42,722	0.08%	0.40	40,688	-5%	0.50	50,860	19%	0.60	61,032	43%	0.41	41,705	-2%	0.50	50,860	19%	0.40	40,688	-5%	1.10	111,892	162%	56,818
208		846035		REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	$ 4	1,799	$ 7,736	1,799	$ 7,736	0.01%	2.00	3,598	-53%	2.00	3,598	-53%	4.00	7,196	-7%	2.03	3,652	-53%	2.00	3,598	-53%	2.00	3,598	-53%	7.50	13,493	74%	5,533
209		846051		12" RUMBLE STRIP (ASPHALT CONCRETE PAVEMENT)	STA	$ 142	66	$ 9,372	66	$ 9,372	0.02%	150.00	9,900	6%	160.00	10,560	13%	115.00	7,590	-19%	152.28	10,050	7%	450.00	29,700	217%	400.00	26,400	182%	800.00	52,800	463%	21,000
210		847194		CONTRAST STRIPE PAINT (1-COAT)	LF	$ 0.48	95,257	$ 45,723	95,257	$ 45,723	0.08%	0.50	47,629	4%	1.00	95,257	108%	0.40	38,103	-17%	0.51	48,581	6%	0.50	47,629	4%	0.50	47,629	4%	0.55	52,391	15%	53,888
211		870136		ELECTRIC SERVICE FOR IRRIGATION	LS	$ 26,007	1	$ 26,007	1	$ 26,007	0.05%	37,000.00	37,000	42%	23,000.00	23,000	-12%	40,000.00	40,000	54%	21,214.50	21,215	-18%	20,000.00	20,000	-23%	37,000.00	37,000	42%	26,600.00	26,600	2%	29,259
212		870200		LIGHTING SYSTEM	LS	$ 1,555,700	1	$ 1,555,700	1	$ 1,555,700	2.87%	994,800.00	994,800	-36%	1,150,000.00	1,150,000	-26%	995,000.00	995,000	-36%	1,140,279.56	1,140,280	-27%	1,100,000.00	1,100,000	-29%	1,075,000.00	1,075,000	-31%	1,193,000.00	1,193,000	-23%	1,092,583
213		870400		SIGNAL AND LIGHTING SYSTEM	LS	$ 948,750	1	$ 948,750	1	$ 948,750	1.75%	1,084,800.00	1,084,800	14%	730,000.00	730,000	-23%	1,085,000.00	1,085,000	14%	731,900.37	731,900	-23%	700,000.00	700,000	-26%	690,000.00	690,000	-27%	1,099,700.00	1,099,700	16%	874,486
214		870510		RAMP METERING SYSTEM	LS	$ 1,529,415	1	$ 1,529,415	1	$ 1,529,415	2.82%	1,076,800.00	1,076,800	-30%	825,000.00	825,000	-46%	1,080,000.00	1,080,000	-29%	823,122.74	823,123	-46%	780,000.00	780,000	-49%	776,000.00	776,000	-49%	1,277,900.00	1,277,900	-16%	948,403
215		871300		CAMERA SYSTEMS	LS	$ 55,000	1	$ 55,000	1	$ 55,000	0.10%	39,800.00	39,800	-28%	30,000.00	30,000	-45%	40,000.00	40,000	-27%	29,169.94	29,170	-47%	28,000.00	28,000	-49%	39,800.00	39,800	-28%	64,990.00	64,990	18%	38,823
216		871812		INTERCONNECTION CONDUIT AND CABLE (LS)	LS	$ 200,000	1	$ 200,000	1	$ 200,000	0.37%	100,000.00	100,000	-50%	60,000.00	60,000	-70%	100,000.00	100,000	-50%	59,400.61	59,401	-70%	56,000.00	56,000	-72%	100,000.00	100,000	-50%	134,200.00	134,200	-33%	87,086
217		872135		MODIFYING TRAFFIC MONITORING STATIONS	LS	$ 570,410	1	$ 570,410	1	$ 570,410	1.05%	188,000.00	188,000	-67%	235,000.00	235,000	-59%	190,000.00	190,000	-67%	238,663.16	238,663	-58%	225,000.00	225,000	-61%	188,000.00	188,000	-67%	447,600.00	447,600	-22%	244,609
218		190150A		REMOVE BIO SWALE	EA	$ 11,823	2	$ 23,646	2	$ 23,646	0.04%	2,000.00	4,000	-83%	4,600.00	9,200	-61%	2,100.00	4,200	-82%	1,706.42	3,413	-86%	1,900.00	3,800	-84%	3,000.00	6,000	-75%	15,740.00	31,480	33%	8,870
219		192002A		OVER-EXCAVATION (RETAINING WALL NO. 2, 3, AND 4)	CY	$ 120	2,727	$ 327,240	2,727	$ 327,240	0.60%	15.00	40,905	-88%	120.00	327,240	0%	17.00	46,359	-86%	43.33	118,161	-64%	35.00	95,445	-71%	22.00	59,994	-82%	52.00	141,804	-57%	118,558
220		192030A		REMOVE ROCK SLOPE PROTECTION	EA	$ 283	9	$ 2,543	9	$ 2,543	0.00%	1,000.00	9,000	254%	700.00	6,300	148%	3,500.00	31,500	1139%	1,534.18	13,808	443%	3,500.00	31,500	1139%	1,400.00	12,600	396%	5,100.00	45,900	1705%	21,515

STATE ROUTE 60/POTRERO BOULEVARD INTERCHANGE PROJECT – PHASE II

Bid Opening Date: November 03, 2025 2:00 PM (PDT)

Legend	
> $100k below ENGR EST	> Other Bids
> $200k above Average Bid Pice	< Other bids
> 50% of Engineering Estimate	
< -75% of Engineering Estimate	

ITEM NUM	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ENGINEERING ESTIMATE UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	LOW BIDDER Ames Construction, Inc PRICE ($)	LOW BIDDER AMOUNT ($)	LOW BIDDER % VAR ENGR EST	SECOND BIDDER Skanska USA Civil West California PRICE ($)	SECOND BIDDER AMOUNT ($)	SECOND BIDDER % VAR ENGR EST	THIRD BIDDER Riverside Construction Company, Inc PRICE ($)	THIRD BIDDER AMOUNT ($)	THIRD BIDDER % VAR ENGR EST	FOURTH BIDDER SEMA Construction, Inc. PRICE ($)	FOURTH BIDDER AMOUNT ($)	FOURTH BIDDER % VAR ENGR EST	FIFTH BIDDER Ortiz Enterprises Incorporated PRICE ($)	FIFTH BIDDER AMOUNT ($)	FIFTH BIDDER % VAR ENGR EST	SIXTH BIDDER Granite Construction Company PRICE ($)	SIXTH BIDDER AMOUNT ($)	SIXTH BIDDER % VAR ENGR EST	SEVENTH BIDDER Security Paving Company, Inc. PRICE ($)	SEVENTH BIDDER AMOUNT ($)	SEVENTH BIDDER % VAR ENGR EST	AVERAGE OF BID AMOUNTS
221	210110A	IMPORTED BIOFILTRATION SOIL MEDIA (BSM)	CY	$ 200	627	$ 125,400	627	$ 125,400	0.23%	45.00	28,215	-78%	120.00	75,240	-40%	140.00	87,780	-30%	125.00	78,375	-38%	120.00	75,240	-40%	167.00	104,709	-17%	90.00	56,430	-55%	72,284
222	260203A	CLASS 2 PERMEABLE AGGREGATE BASE (CY)	CY	$ 350	415	$ 145,250	415	$ 145,250	0.27%	125.00	51,875	-64%	170.00	70,550	-51%	195.00	80,925	-44%	188.91	78,398	-46%	150.00	62,250	-57%	177.00	73,455	-49%	65.00	26,975	-81%	63,490
223	710156A	REMOVE MANHOLE	EA	$ 1,530	1	$ 1,530	1	$ 1,530	0.00%	4,000.00	4,000	161%	2,020.00	2,020	32%	2,850.00	2,850	86%	3,522.63	3,523	130%	4,000.00	4,000	161%	4,600.00	4,600	201%	3,700.00	3,700	142%	3,528
224	721421A	REMOVE CONCRETE DITCH LINING	LF	$ 200	982	$ 196,400	982	$ 196,400	0.36%	10.00	9,820	-95%	8.00	7,856	-96%	30.00	29,460	-85%	18.70	18,363	-91%	35.00	34,370	-83%	27.00	26,514	-87%	42.00	41,244	-79%	23,947
225	731520A	MINOR CONCRETE (CONTRASTING SURFACE TREATMENT)	CY	$ 400	197	$ 78,800	197	$ 78,800	0.15%	630.00	124,110	58%	800.00	157,600	100%	730.00	143,810	83%	911.08	179,483	128%	900.00	177,300	125%	1,500.00	295,500	275%	789.00	155,433	97%	176,177
226	770101A	16" PVC C900 SANITARY SEWER FORCE MAIN	LF	$ 200	5,514	$ 1,102,800	5,514	$ 1,102,800	2.03%	125.00	689,250	-38%	160.00	882,240	-20%	185.00	1,020,090	-8%	270.97	1,494,129	35%	375.00	2,067,750	88%	175.00	964,950	-13%	383.00	2,111,862	92%	1,318,610
227	770110A	ABANDON SEWER PIPE	LF	$ 25	3,318	$ 82,950	3,318	$ 82,950	0.15%	1.00	3,318	-96%	37.00	122,766	48%	40.00	132,720	60%	11.82	39,219	-53%	24.00	79,632	-4%	13.00	43,134	-48%	33.00	109,494	32%	75,755
228	770111A	ABANDON SEWER VAULT	LS	$ 11,000	1	$ 11,000	1	$ 11,000	0.02%	8,500.00	8,500	-23%	15,000.00	15,000	36%	25,000.00	25,000	127%	2,503.47	2,503	-77%	32,000.00	32,000	191%	8,800.00	8,800	-20%	3,700.00	3,700	-66%	13,643
229	770120A	REMOVE SEWER PIPE	LF	$ 30	2,606	$ 78,180	2,606	$ 78,180	0.14%	25.00	65,150	-17%	32.00	83,392	7%	48.00	125,088	60%	39.71	103,484	32%	53.00	138,118	77%	44.00	114,664	47%	58.00	151,148	93%	111,578
230	770103A	SEWER STRUCTURE CONSTRUCTION	LS		1	$ -	1	$ -	0.00%	25,000.00	25,000		400,000.00	400,000		415,000.00	415,000		602,041.19	602,041		145,000.00	145,000		650,000.00	650,000		540,300.00	540,300		396,763
231	780231A	CITY SURVEY MONUMENT	EA	$ 1,650	1	$ 1,650	1	$ 1,650	0.00%	3,000.00	3,000	82%	2,500.00	2,500	52%	30,000.00	30,000	1718%	1,500.00	1,500	-9%	16,000.00	16,000	870%	3,000.00	3,000	82%	2,600.00	2,600	58%	8,371
232	995100	WATER METER CHARGES	LS	$ 80,000	1	$ 80,000	1	$ 80,000	0.15%	60,000.00	60,000	-25%	60,100.00	60,100	-25%	60,000.00	60,000	-25%	273,984.59	273,985	242%	100,000.00	100,000	25%	180,000.00	180,000	125%	8,920.00	8,920	-89%	106,144
233	999990	MOBILIZATION (5%)	LS	$ 3,195,000	1	$ 3,195,000	1	$ 3,195,000	5.89%	2,400,000.00	2,400,000	-25%	2,530,000.55	2,530,001	-21%	1,836,000.00	1,836,000	-43%	2,576,580.32	2,576,580	-19%	2,750,000.00	2,750,000	-14%	2,800,000.00	2,800,000	-12%	2,900,000.00	2,900,000	-9%	2,541,797
					Total	$ 54,218,460		$ 54,218,460	100%		48,925,559	-9.76%		49,990,834	-7.80%		50,440,997	-6.97%		51,567,607	-4.89%		55,748,845	2.82%		56,787,329	4.74%		57,869,847	6.73%	$ 53,047,288.10

Bid Analysis Report

STATE ROUTE 60/POTRERO BOULEVARD INTERCHANGE PROJECT – PHASE II

Seven (7) sealed bids for the project were received and opened on November 03, 2025.

Our analysis follows Section 15.6, Contract Award, of the Caltrans Local Assistance Procedures Manual and utilizes the recommended bid analysis procedures in the FHWA document "Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation". Our review of each bid includes the following:

1. Assessing competition of bids received.
2. A checklist used to review bid documents for responsiveness.
3. A tabulation of bid items for each bidder that were compared to the Engineer's Estimate.
4. A review of Bid Items for unbalanced bids.
5. Contractor licenses for bidders and proposed subcontractors were researched on the Contractor's State License Board web site for validity.

Competition Assessment:

Results of the seven (7) bids received indicate that the difference between the first, second and third bidders is 2.2% and 3.1% respectively. The low percentage difference between the bids, indicates high competition and best price obtained for the State Route 60/Potrero Boulevard Interchange Project – Phase II.

Bidder	Bid Amount	Variance From Engineering Estimate		Variance From Lower Bid	
Engineering Estimate	54,218,460	Amount	%	Amount	%
Ames Construction, Inc	48,925,559	(5,292,901)	9.8%		
Skanska USA Civil West California	49,990,834	(4,227,626)	7.8%	1,065,275	2.2%
Riverside Construction Company, Inc	50,440,997	(3,777,463)	7.0%	1,515,438	3.1%
SEMA Construction, Inc.	51,567,607	(2,650,854)	4.9%	2,642,048	5.4%
Ortiz Enterprises Incorporated	55,748,845	1,530,385	-2.8%	6,823,286	13.9%
Granite Construction Company	56,787,329	2,568,868	-4.7%	7,861,770	16.1%
Security Paving Company, Inc.	57,869,847	3,651,386	-6.7%	8,944,288	18.3%

Bidder Responsiveness:

Ames provided all forms required to be submitted as part of the bid package, including signatures by a notary public.

Bid Item Tabulation and Unbalanced Bid Check

- All bidders used the estimated engineering quantities therefore there is no discrepancy in bid quantities. All cost variances are a direct result from the unit prices proposed by the bidders.

- Ames' bid items were analyzed and considered as potentially materially unbalanced if the bid items

varied outside of a range of either less than -75% or greater than 50% of the bid items from the Engineer's Estimate. Ames' bid had fifty-nine (59) items that fell outside of this range. The second lower bid from Skanska shares forty-four (44) of these out-of-range items with Ames. After reviewing the specific bid items that were out-of-range in comparison to the Engineer's Estimate, there was no evidence of an unbalanced bid.

- Since the completion of the Engineer's Estimate, twenty-four (24) new bid items were added that did not have corresponding engineering estimates. To ensure a consistent comparison between the bids and the engineering estimate, these items were excluded from this specific evaluation bulletin. As a result, the lowest bid, submitted by Ames, is 12.4% below the engineering estimate, while the highest bid, submitted by Security Paving, is 1.9% above the engineering estimate.

	Bid Amount	Variance From Engineering Estimate		Variance From Lower Bid	
Engineering Estimate	54,218,460	Amount	%	Amount	%
Ames Construction, Inc	47,508,239	(6,710,221)	12.4%		
Skanska USA Civil West California	48,187,091	(6,031,369)	11.1%	678,852	1.4%
Riverside Construction Company, Inc	48,472,486	(5,745,974)	10.6%	964,247	2.0%
SEMA Construction, Inc.	49,665,416	(4,553,045)	8.4%	2,157,177	4.5%
Ortiz Enterprises Incorporated	54,441,944	223,484	-0.4%	6,933,705	14.6%
Granite Construction Company	54,673,382	454,922	-0.8%	7,165,143	15.1%
Security Paving Company, Inc.	55,244,531	1,026,071	-1.9%	7,736,292	16.3%

- The new twenty-four (24) bid items with no corresponding engineering estimate were compared to the average price of all bids. The Ames' bid is 75% of the average and lower than all other bids except the bid from Ortiz. Bid Items 194, 100, 76, 142, 188, 131 and 35 are higher than the average price.

					LOW BIDDER Ames Construction, Inc			2nd Skanska	3rd RCC	4th SEMA	5th Ortiz	6th Granite	7th Security Paving
ITEM NUM	ITEM DESCRIPTION	UOM	BID QTY	AVERAGE ($)	AMOUNT ($)	VARIANCE FROM AVEERAGE	% VAR AVERAGE	AMOUNT ($)	AMOUNT ($)	AMOUNT ($)	AMOUNT ($)	AMOUNT ($)	AMOUNT ($)
194	CONCRETE BARRIER (TYPE 836 MOD)	LF	311	$ 93,737	171,050	77,313	82%	48,516	87,080	64,013	55,980	105,740	123,778
100	STRUCTURAL CONCRETE, BRIDGE	CY	142	$ 224,808	284,000	59,192	26%	152,650	241,400	86,207	156,200	213,000	440,200
76	12" CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUI	LF	1,475	$ 140,304	167,413	27,108	19%	129,800	59,000	173,091	59,000	98,825	295,000
142	MODIFY INLET (TO MANHOLE)	EA	3	$ 24,275	30,000	5,725	24%	33,300	14,400	23,238	3,900	45,000	20,088
188	MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	1,588	$ 81,766	87,340	5,574	7%	92,104	79,400	77,383	92,104	61,456	82,576
131	GRATED LINE DRAIN	LF	34	$ 14,189	17,340	3,151	22%	8,500	13,940	17,721	11,900	19,040	10,880
35	TREATED WOOD WASTE	LB	540	$ 3,148	5,400	2,252	72%	2,160	2,700	221	2,700	5,400	3,456
162	12' CHAIN LINK GATE (TYPE CL-6)	EA	1	$ 5,482	6,000	518	9%	6,400	4,800	4,873	5,000	6,000	5,300
85	HOT MIX ASPHALT (BRIDGE)	TON	32	$ 8,160	8,000	(160)	-2%	3,840	4,160	4,160	4,480	25,600	6,880
58	1.5" REMOTE CONTROL VALVE MASTER	EA	2	$ 1,502	900	(602)	-40%	900	1,370	2,643	1,400	2,380	920
163	24' CHAIN LINK GATE (TYPE CL-6)	EA	1	$ 7,789	6,500	(1,289)	-17%	8,600	8,000	8,122	8,000	6,500	8,800
107	JOINT SEAL (MR 1/2")	LF	62	$ 10,230	8,680	(1,550)	-15%	12,400	6,200	8,680	12,400	13,020	10,230
116	REMOVE ASPHALT CONCRETE SURFACING	SQFT	1,024	$ 12,120	10,240	(1,880)	-16%	30,720	4,096	2,560	18,432	13,312	5,478
64	1" BACKFLOW PREVENTER ASSEMBLY	EA	2	$ 14,379	12,400	(1,979)	-14%	12,600	17,600	7,714	18,000	18,740	13,600
190	CABLE RAILING	LF	68	$ 11,437	9,180	(2,257)	-20%	7,820	10,880	10,700	10,880	19,040	11,560
177	FURNISH LAMINATED PANEL SIGN (1"-TYPE A)	SQFT	921	$ 48,951	46,050	(2,901)	-6%	92,100	49,734	50,241	46,971	49,734	7,829
105	DRILL AND BOND DOWEL	LF	111	$ 11,893	8,325	(3,568)	-30%	16,650	16,095	10,435	2,886	19,980	8,880
109	BAR REINFORCING STEEL (BRIDGE)	LB	24,906	$ 35,509	31,133	(4,376)	-12%	37,359	49,812	31,631	34,868	31,382	32,378
150	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	CY	9	$ 23,038	18,000	(5,038)	-22%	16,470	28,800	28,519	9,900	45,000	14,580
141	ADJUST INLET	EA	15	$ 89,051	62,250	(26,801)	-30%	97,800	61,500	127,070	21,000	169,500	84,240
161	CHAIN LINK FENCE (TYPE CL-3, VINYL-CLAD)	LF	8,178	$ 397,299	327,120	(70,179)	-18%	351,654	392,544	398,514	408,900	335,298	567,063
117	BRIDGE REMOVAL (PORTION)	LS	1	$ 116,588	45,000	(71,588)	-61%	86,400	50,000	112,413	150,000	110,000	262,300
37	PALEONTOLOGICAL RESOURCE MITIGATION	LS	1	$ 104,429	30,000	(74,429)	-71%	155,000	350,000	50,000	27,000	50,000	69,000
230	SEWER STRUCTURE CONSTRUCTION	LS	1	$ 396,763	25,000	(371,763)	-94%	400,000	415,000	602,041	145,000	650,000	540,300
	Sub-Total Average			$ 1,876,847	1,417,320			1,803,743	1,968,511	1,902,191	1,306,901	2,113,946	2,625,315
	% of the Bid				75.52%			96.10%	104.88%	101.35%	69.63%	112.63%	139.88%

- Seven bid items of Ames' bid with total of $760,392 and represent 1.55% of total bid price had exact unit price as engineering estimate. This indicates a reasonable markup included in Ames' unit price.

			ENGINEERING ESTIMATE				LOW BIDDER Ames Construction, Inc		
ITEM NUM	ITEM DESCRIPTION	UOM	UNIT PRICE (A)	BID QTY (D)	ESTIMATE	%OF ENGR EST	PRICE ($)	AMOUNT ($)	% VAR ENGR EST
22	STORMWATER POLLUTION PREVENTION PLAN	LS	$ 10,000	1	$ 10,000	0.02%	10,000.00	10,000	0%
73	PRESSURE REGULATING VALVE	EA	$ 4,000	2	$ 8,000	0.01%	4,000.00	8,000	0%
78	FIBER ROLLS	LF	$ 5	58,580	$ 292,900	0.54%	5.00	292,900	0%
112	INSTALL SIGN STRUCTURE (TRUSS)	LB	$ 0.50	45,730	$ 22,865	0.04%	0.50	22,865	0%
118	18" ALTERNATIVE PIPE CULVERT	LF	$ 105	3,583	$ 376,215	0.69%	105.00	376,215	0%
137	REMOVE CULVERT (LF)	LF	$ 60	626	$ 37,560	0.07%	60.00	37,560	0%
200	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 17-7)	LF	$ 0.90	14,280	$ 12,852	0.02%	0.90	12,852	0%
	SUBTOTAL				$ 760,392			760,392	
	TOTAL				$ 54,218,460	1.40%		48,925,559	1.55%

- Bid items with variance greater than $500,000 between lower bidder and 2nd bidder were compared. Ames TIME-RELATED OVERHEAD (WDAY) bid item is 37% less than 2nd Bidder (Skanska), while STRUCTURAL CONCRETE, RETAINING WALL for the 2nd bidder (Skanska) is 67% less than the lower bidder.

						LOW BIDDER Ames Construction, Inc		SECOND BIDDER Skanska USA Civil West California		VARINCE BETWEEN 1ST AND 2ND BIDDERS	
ITEM NUM	ITEM DESCRIPTION	UOM	UNIT PRICE (A)	BID QTY (D)	ENGINEERING ESTIMATE	PRICE ($)	AMOUNT ($)	PRICE ($)	AMOUNT ($)	VARIANCE ($)	% VAR
7	TIME-RELATED OVERHEAD (WDAY)	WDAY	$ 7,500	520	$ 3,900,000	7,000.00	3,640,000	11,050.00	5,746,000	(2,106,000.00)	37%
42	ROADWAY EXCAVATION	CY	$ 25	524,333	$ 13,108,325	8.00	4,194,664	9.00	4,718,997	(524,333.00)	11%
82	CLASS 2 AGGREGATE BASE (CY)	CY	$ 54	15,199.0	$ 820,746	40.00	607,960	75.00	1,139,925	(531,965.00)	47%
84	HOT MIX ASPHALT (TYPE A)	TON	$ 143	49,291	$ 7,023,968	114.00	5,619,174	102.00	5,027,682	591,492.00	-12%
96	JOINTED PLAIN CONCRETE PAVEMENT	CY	$ 250	10,786	$ 2,696,500	540.00	5,824,440	479.00	5,166,494	657,946.00	-13%
101	STRUCTURAL CONCRETE, RETAINING WALL	CY	$ 580	2,032	$ 1,178,560	1,500.00	3,048,000	900.00	1,828,800	1,219,200.00	-67%
	TOTAL				$ 28,728,099		22,934,238		23,627,898	(693,660.00)	

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

****
CONTRACT
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CONSTRUCTION SERVICES FOR SR-60 / POTRERO BOULEVARD INTERCHANGE PROJECT - PHASE II

RCTC Agreement No. 25-72-078-00

BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND

AMES CONSTRUCTION, INC.

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CONSTRUCTION SERVICES FOR SR-60 / POTRERO BOULEVARD INTERCHANGE

PROJECT - PHASE II

RCTC AGREEMENT NO. 25-72-078-00

1. PARTIES AND DATE.

This Contract is made and entered into this ____ day of _____, 2025 by and between the Riverside County Transportation Commission (hereinafter called the "Commission") and Ames Construction, Inc. (hereinafter called the "Contractor"). This Contract is for that Work described in the Contract Documents entitled for CONSTRUCTION SERVICES FOR SR-60 / POTRERO BOULEVARD INTERCHANGE PROJECT - PHASE II.

2. RECITALS.

2.1 The Commission is a County Transportation Commission organized under the provisions of Sections 130000, et seq. of the Public Utilities Code of the State of California, with power to contract for services necessary to achieving its purpose;

2.2 Contractor, in response to a Notice Inviting Bids issued by Commission on **9/17/2025**, has submitted a bid proposal for the CONSTRUCTION SERVICES FOR SR-60 / POTRERO BOULEVARD INTERCHANGE PROJECT - PHASE II

2.3 Commission has duly opened and considered the Contractor's bid proposal and duly awarded the bid to Contractor in accordance with the Notice Inviting Bids and other Bid Documents.

2.4 Contractor has obtained, and delivers concurrently herewith, Performance and Payment Bonds and evidences of insurance coverage as required by the Contract Documents.

3. TERMS.

3.1 Incorporation of Documents.

This Contract includes and hereby incorporates in full by reference this Contract and the following Contract Documents provided with the above referenced Notice Inviting Bids, including all exhibits, drawings, specifications and documents therein, and attachments thereto, all of which, including all addendum thereto, are by this reference incorporated herein and made a part of this Contract:

a. NOTICE INVITING BIDS

b. INSTRUCTIONS TO BIDDERS

c. CONTRACT BID FORMS

d. FORM OF CONTRACT

e. PAYMENT AND PERFORMANCE BOND FORMS

f. ESCROW AGREEMENT FOR SECURITY DEPOSITS

g. CONTRACT APPENDIX

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PART “A” - Regulatory Requirements and Permits

PART “B” - Standard Provisions

PART “C” – Special Provisions

PART “D” - Contract Plans

PART “E” – (Not used)

PART “F” - Federal Minimum Wage Requirements

PART “G” - Federal Requirements for Federal Aid Construction Contracts

PART “H” – Supplemental Materials

h. ADDENDUM NO.(S) (1- 4)

In addition to the above:

1. The Federal Minimum Wage Rates from Part “F” are attached to this Contract as Exhibit “B” and incorporated herein by reference; and

2. The Federal Requirements for Federal Aid Construction Contracts, from Part “G” are attached to this Contract as Exhibit “C” and incorporated herein by reference.

3.2 Contractor’s Basic Obligation.

Contractor promises and agrees, at his own cost and expense, to furnish to the Commission all labor, materials, tools, equipment, services, and incidental and customary work for the construction services for SR-60 / Potrero Boulevard Interchange Project – Phase II. Notwithstanding anything else in the Contract Documents, the Contractor shall complete the Work for a total of **Forty-eight million, nine hundred twenty-five thousand, five hundred fifty-nine dollars ($48,925,559),** as specified in the bid proposal and pricing schedules submitted by the Contractor in response to the above referenced Notice Inviting Bids. Such amount shall be subject to adjustment in accordance with the applicable terms of this Contract. All Work shall be subject to and performed in accordance with the above referenced Contract Documents.

3.3 Beginning of Work, Time of Completion and Liquidate Damages.

The Contractor shall begin work within **55 calendar days** after the issuance of the Notice to Proceed. This Work shall be diligently prosecuted to completion before the expiration of (excluding plant establishment work) **520 working days** beginning on the fifty-fifth calendar day after the date shown on the Notice to Proceed. Contractor agrees that if such Work is not completed within the aforementioned periods, liquidated damages will apply as provided by the applicable provisions of the Standard Provisions, found in Part “B” of the Contract Appendix.

3.4 Commission’s Basic Obligation.

Commission agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract Documents, the Commission shall pay to

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Contractor, as full consideration for the satisfactory performance by the Contractor of services and obligation required by this Contract, the above referenced compensation in accordance with Compensation Provisions set forth in the Contract Documents.

3.5 California Prevailing Wages; Conflicts.

The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

3.6 Contractor's Labor Certification.

Contractor maintains that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose is attached to this Contract as Exhibit "A" and incorporated herein by reference, and shall be executed simultaneously with this Contract.

3.7 Successors.

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract. Contractor may not either voluntarily or by action of law, assign any obligation assumed by Contractor hereunder without the prior written consent of Commission.

3.8 Notices.

All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Contractor:	Commission:
Ames Construction, Inc. 391 N. Main Street, Suite 302 Corona, California 92880 Attn: Timothy K. Wilson	Riverside County Transportation Commission P.O. Box 12008 Riverside, California 92502-2208 Attn: Executive Director

Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail, first class postage prepaid, addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

[Signatures on following page]

Draft

SIGNATURE PAGE
TO
CONSTRUCTION SERVICES FOR SR-60
POTRERO BOULEVARD INTERCHANGE PROJECT - PHASE II
RCTC AGREEMENT NO. 25-72-078-00

CONTRACTOR
AMES CONSTRUCTION, INC.

By: _____

Name:_____

Title:_____

Tax I.D. Number:
_____

RIVERSIDE COUNTY
TRANSPORTATION
COMMISSION

By: _____

Name: _____

APPROVED AS TO FORM:

By: _____

Best Best & Krieger LLP
Counsel, RCTC

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EXHIBIT “A”

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of the Code. I agree to and will comply with such provisions before commencing the Work governed by this Contract.

CONTRACTOR
AMES CONSTRUCTION, INC

By:

_____
Signature

Name:_____

Title:_____

Date:_____

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EXHIBIT "B"

FEDERAL MINIMUM WAGE RATES

[attached behind this page]

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"General Decision Number: CA20250025 10/03/2025

Superseded General Decision Number: CA20240025

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Riverside County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

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Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	01/24/2025
3	02/07/2025
4	02/21/2025
5	02/28/2025
6	03/28/2025
7	06/06/2025
8	08/01/2025
9	08/08/2025
10	08/15/2025
11	08/22/2025
12	09/05/2025
13	09/19/2025
14	09/26/2025
15	10/03/2025

ASBE0005-002 09/01/2024

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 56.32	26.52
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 39.94	20.65

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)	$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER	$ 51.98	42.11

* BRCA0004-011 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	$ 45.53	20.29

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada

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State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2024

	Rates	Fringes
MARBLE FINISHER	$ 43.38	15.36
TILE FINISHER	$ 37.96	13.77
TILE LAYER	$ 51.82	19.32

BRCA0018-010 09/01/2024

	Rates	Fringes
TERRAZZO FINISHER	$ 42.11	14.67
TERRAZZO WORKER/SETTER	$ 49.62	15.26

CARP0213-001 07/01/2025

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer	$ 52.24	26.18
(2) Millwright	$ 52.24	26.68
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)	$ 52.37	26.18
(4) Pneumatic Nailer, Power Stapler	$ 52.37	26.18
(5) Sawfiler	$ 52.34	26.18
(6) Scaffold Builder	$ 45.37	25.43
(7) Table Power Saw Operator	$ 52.34	26.18

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

CARP0213-002 07/01/2025

	Rates	Fringes
Diver		
(1) Wet	$ 901.92	26.18
(2) Standby	$ 450.96	26.18
(3) Tender	$ 442.96	26.18
(4) Assistant Tender	$ 418.96	26.18

Amounts in ""Rates' column are per day

CARP0213-004 07/01/2025

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	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER	$ 52.24	26.18
STOCKER/SCRAPPER	$ 21.45	11.27

CARP0721-001 07/01/2025

	Rates	Fringes
Modular Furniture Installer	$ 25.00	13.06

ELEC0440-001 12/30/2024

	Rates	Fringes
ELECTRICIAN		
INSIDE ELECTRICIAN	$ 56.26	3%+28.48
INTELLIGENT TRANSPORTATION SYSTEMS		
Electrician	$ 36.99	3%+23.18
Technician	$ 27.75	3%+23.18

ZONE PAY: Zone A: Free travel zone for all contractors performing work in Zone A.
Zone B:Any work performed in Zone (B) shall add $12.00 per hour to the current wage scale. Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south begininng at Little Morongo Canyon (San Bernardino/Riverside County Line), Southeast along the Coachella Tunnels, Colorado River Aqueduct and Mecca Tunnels to Pinkham Wash then South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 86 to Riverside/Imperial County Line.

ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 53.30	22.26
(3) Groundman	$ 40.76	21.76
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 69.43	38.435+a+b

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FOOTNOTE:
  a. PAID VACATION: Employer contributes 8% of regular hourly
  rate as vacation pay credit for employees with more than 5
  years of service, and 6% for 6 months to 5 years of service.

  b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence
  Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday
  after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman	$ 64.10	38.75
(2) Dredge dozer	$ 58.13	38.75
(3) Deckmate	$ 58.02	38.75
(4) Winch operator (stern winch on dredge)	$ 57.47	38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 56.93	38.75
(6) Barge Mate	$ 57.54	38.75

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1	$ 53.90	32.80
GROUP 2	$ 54.68	32.80
GROUP 3	$ 54.97	32.80
GROUP 4	$ 56.46	32.80
GROUP 6	$ 56.68	32.80
GROUP 8	$ 56.79	32.80
GROUP 10	$ 56.91	32.80
GROUP 12	$ 57.08	32.80
GROUP 13	$ 57.18	32.80
GROUP 14	$ 57.21	32.80
GROUP 15	$ 57.29	32.80
GROUP 16	$ 57.41	32.80
GROUP 17	$ 57.58	32.80
GROUP 18	$ 57.68	32.80
GROUP 19	$ 57.79	32.80
GROUP 20	$ 57.91	32.80
GROUP 21	$ 58.08	32.80
GROUP 22	$ 58.18	32.80
GROUP 23	$ 58.29	32.80
GROUP 24	$ 58.41	32.80
GROUP 25	$ 58.58	32.80
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1	$ 55.25	32.80
GROUP 2	$ 56.03	32.80
GROUP 3	$ 56.32	32.80
GROUP 4	$ 56.46	32.80
GROUP 5	$ 56.68	32.80
GROUP 6	$ 56.79	32.80
GROUP 7	$ 56.91	32.80
GROUP 8	$ 57.08	32.80
GROUP 9	$ 57.25	32.80

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GROUP 10	$ 58.25	32.80
GROUP 11	$ 59.25	32.80
GROUP 12	$ 60.25	32.80
GROUP 13	$ 61.25	32.80

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1	$ 55.75	32.80
GROUP 2	$ 56.53	32.80
GROUP 3	$ 56.82	32.80
GROUP 4	$ 56.96	32.80
GROUP 5	$ 57.18	32.80
GROUP 6	$ 57.29	32.80
GROUP 7	$ 57.41	32.80

PREMIUM PAY:
$10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling

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(above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments

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over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self- propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any

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and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system

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(single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator,

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stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern

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County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 45.78	26.51
Ornamental, Reinforcing and Structural	$ 50.70	35.15

PREMIUM PAY:

$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-005 07/01/2025

	Rates	Fringes
Asbestos Removal Laborer	$ 46.48	25.93

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and

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disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2025

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1	$ 55.88	23.77
GROUP 2	$ 54.93	23.77
GROUP 3	$ 51.39	23.77

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2025

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer	$ 47.94	20.86
(2) Vehicle Operator/Hauler	$ 48.11	20.86
(3) Horizontal Directional Drill Operator	$ 49.96	20.86
(4) Electronic Tracking Locator	$ 51.96	20.86
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1	$ 49.30	23.97
GROUP 2	$ 50.60	23.97
GROUP 3	$ 52.61	23.97
GROUP 4	$ 54.35	23.97

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

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GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1184-002 07/01/2025

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	$ 53.60	25.74
GROUP 2	$ 53.92	25.74
GROUP 3	$ 54.38	25.74
GROUP 4	$ 55.07	25.74
LABORER		
GROUP 1	$ 46.48	25.95
GROUP 2	$ 47.03	25.95
GROUP 3	$ 47.58	25.95
GROUP 4	$ 49.13	25.95
GROUP 5	$ 49.48	25.95

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger

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mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all

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other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO1184-004 07/01/2024

	Rates	Fringes
Brick Tender	$ 41.53	22.54

LABO1414-001 08/06/2025

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER	$ 46.17	25.97
PLASTER TENDER	$ 48.72	25.97

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County)	$ 29.59	17.12
(2) All Other Work	$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 09/01/2024

	Rates	Fringes

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DRYWALL FINISHER/TAPER.....$ 49.33 26.82

PAIN0036-015 01/01/2025

	Rates	Fringes
GLAZIER	$ 53.05	30.64

FOOTNOTE: Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER	$ 47.37	19.64

PLAS0500-002 07/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 47.70	27.07

PLUM0016-001 09/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space	$ 59.85	25.83
Work ONLY on strip malls, light commercial, tenant improvement and remodel work	$ 44.29	24.16
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work	$ 61.73	26.81

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* PLUM0345-001 09/01/2025

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 44.75	26.20
Sewer & Storm Drain Work	$ 48.84	23.58

ROOF0036-002 08/01/2025

	Rates	Fringes

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ROOFER.....$ 52.63 20.73

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour ""pitch premium"" pay.

SFCA0669-002 01/01/2025

	Rates	Fringes
SPRINKLER FITTER	$ 47.45	28.50

SHEE0105-003 01/01/2025

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work	$ 59.31	30.43
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort	$ 56.95	30.04

TEAM0011-002 07/01/2025

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 41.59	35.69
GROUP 2	$ 41.74	35.69
GROUP 3	$ 41.87	35.69
GROUP 4	$ 42.06	35.69
GROUP 5	$ 42.09	35.69
GROUP 6	$ 42.12	35.69
GROUP 7	$ 42.37	35.69
GROUP 8	$ 42.62	35.69
GROUP 9	$ 42.82	35.69
GROUP 10	$ 43.12	35.69
GROUP 11	$ 43.62	35.69
GROUP 12	$ 44.05	35.69

WORK ON ALL MILITARY BASES:
PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

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TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

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health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this

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classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations

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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

EXHIBIT "C"

FEDERAL REQUIREMENTS FOR FEDERAL AID CONSTRUCTION CONTRACTS

[attached behind this page]

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REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

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within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

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(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

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2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

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(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

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the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

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mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

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(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

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IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

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excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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.

b. 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 Form to Report Lobbying," in accordance with its instructions.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize 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 this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 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 paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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PART G: FEDERAL-AID CONTRACT LANGUAGE

The following is in addition to applicable provisions in the Standard Specifications, as modified by the Standard Provisions. As used herein, "Agency" refers to the Riverside County Transportation Commission.

1. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or $2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
   2.1 Polyvinylchloride
   2.2 Composite Building Materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

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Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

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

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies. In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

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3. PROMPT PAYMENT

A. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

B. Prompt Payment of Withheld Funds to Subcontractors

The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

4. TERMINATION AND REPLACEMENT OF DBE SUBCONTRACTORS

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

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

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business

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days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
    - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

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

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

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
    a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
    b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
        - Quote for bid item work and description of work to be performed
        - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
        - Revised Subcontracting Request form
        - Revised Construction Contract DBE Commitment

2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
    - Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
    - Solicitations of DBEs for performance of work identified
    - Correspondence with interested DBEs that may have included contract details and requirements
    - Negotiation efforts with DBEs that reflect why an agreement was not reached
    - If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
    - Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
    - Additional documentation that supports the GFE

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The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

5. DBE Commitment and Utilization

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

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

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

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

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

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

6. DBE - Running Tally of Attainments

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

7. DBE- Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of

normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

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

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

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

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

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

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The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

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

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

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

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

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

8. TITLE VI ASSURANCES During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

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

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

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

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

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

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

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

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AGENDA ITEM 10

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	December 10, 2025
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee David Lewis, Capital Projects Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Pennsylvania Avenue Grade Separation Project Cooperative Agreement with the City of Beaumont and Agreement with HDR Engineering, Inc.

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION

This item is for the Commission to:

1) Approve Cooperative Agreement No. 26-72-025-00, with the city of Beaumont for the Pennsylvania Grade Separation Project in an amount not to exceed $14,000,000;
2) Authorize Commission staff to be the lead agency on behalf of the city of Beaumont, as stated in the terms of Cooperative Agreement No. 26-72-025-00;
3) Award Agreement No. 26-72-026-00 to HDR Engineering, Inc., for plans, specifications, & estimates (PS&E) for the Pennsylvania Grade Separation Project for a two-year term in the amount of $5,874,301, plus a contingency amount of $587,430, for a total amount not to exceed $6,461,731;
4) Approve an Appropriation Adjustment to the Fiscal Year 2025-26 Budget in the amount of $14,000,000 (revenue) and $6,461,731 (expenditure) for receipt of local funds contribution and project expenses respectively in accordance with the above-referenced project (Pennsylvania Grade Separation Project);
5) Authorize the Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission;
6) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
7) Authorize the Executive Director, pursuant to legal counsel review, to acquire required parcels for the Pennsylvania Grade Separation Project in accordance with the Commission's Right of Way Policies and Procedures Manual, and to execute utility agreements as needed.

BACKGROUND INFORMATION

Project Description

The Pennsylvania Avenue Grade Separation Project (Project) is located in the city of Beaumont (City) on Pennsylvania Avenue, adjacent to Interstate 10, from south of 6th Street to south of 3rd Street. Pennsylvania Avenue is a north-south arterial roadway which crosses under the I-10 and over the Union Pacific Railroad (UPRR) tracks at-grade.

The project will eliminate the railroad crossing where Pennsylvania Avenue currently crosses the UPRR tracks at street level. Instead of cars waiting for trains to pass, Pennsylvania Avenue will be lowered to go underneath the railroad tracks in a new underpass. The railroad tracks will stay at their current height.
The new underpass will include:

- Two lanes of traffic in each direction
- A center median
- Sidewalks on both sides
- Relocation of existing utilities

The project will also realign the nearby I-10 on-ramps and off-ramps to connect to the lowered Pennsylvania Avenue. The existing I-10 bridge sits just north of where the new Pennsylvania Avenue underpass will be built.

Current Project Status

Currently, the City is managing the project and is working with Caltrans on the project approval/environmental document (PA/ED) phase. This phase includes the CEQA Statutory Exemption and NEPA Categorical Exclusion for environmental clearances, as well as review of 30 percent plans and Geometric Approval Drawings.

The City has requested assistance from RCTC to deliver this project and ensure it meets California Transportation Commission (CTC) timing requirements for project funding allocation. This includes environmental clearance by December 2025 and a Ready to List milestone by June 2026. RCTC intends to assume the City's responsibilities as lead agency for the PS&E and right of way (ROW) phases through a cooperative agreement. A separate agreement will be executed for the construction phase.

DISCUSSION

Cooperative Agreement

The City has requested that the Commission be the lead agency for PS&E, ROW, construction management and construction (CON) phases and desires to enter into a cooperative agreement. This cooperative agreement details the Commission's authority to act as the lead agency,

reimbursement to the Commission for all RCTC staff time and project management costs, PS&E and ROW related costs, and other general matters related to the delivery of the project. An amendment or new agreement will be executed for the construction and construction management phases.

The cooperative agreement includes $13,000,000 for estimated PS&E and ROW phase costs. An additional $1,000,000 contingency is added due to the complexity and timing constraints of the project, for a total not to exceed amount of $14,000,000 authorized by the City under the cooperative agreement. These funds will cover staffing costs for RCTC personnel and consultant project management, professional services for PS&E design, ROW acquisition expenses, legal support, public outreach activities, and other direct costs.

PS&E Services Procurement

The project is already under design development and has been contracted by the City to several consultants via separate non-linked contracts. This has resulted in the consultant teams not working jointly and relying on the City for coordination, which has led to misunderstandings and schedule delays.

RCTC analyzed the project history, current status, and the contract structure. For RCTC to assume the project and advance it through design and construction, staff recommend that the design team be consolidated into one team that is responsible for all elements of design, ROW, and environmental support. This team format would eliminate additional coordination and potential design conflicts and assist the team in meeting the delivery dates required by the funding deadlines. One of the design team members that is experienced in meeting the delivery dates required by the funding deadlines is HDR Engineering, Inc. (HDR).

HDR's Current Role: HDR has been contracted by the City to lead track design and coordination with the Union Pacific Railroad (UPRR).

Single Source Justification

Staff recommends proceeding with HDR's services without conducting competitive solicitation, for the following reasons:

1. Existing Team Continuity and Experience:

    a. HDR is already part of the project team performing track design and is fully familiar with project technical requirements. They have extensive experience delivering highway and rail projects for RCTC, including projects requiring complex coordination with railroads, Caltrans, and local agencies. In addition, HDR has extensive experience working with and for the UPRR and are fully versed in UPRR specifications, requirements, and procedures.

b. Their ongoing involvement ensures continuity, avoids duplication of work, and allows the project to advance efficiently. HDR has extensive experience in managing teams for the design of grade separations.

2. Strict Funding Deadlines

a. The project's Trade Corridor Enhancement Program (TCEP) funding is contingent on meeting environmental and Ready to List (RTL) critical milestones. Missing these deadlines would jeopardize the $50 million allocation to Riverside County. The tight schedule does not allow sufficient time for a full competitive procurement process without risking project delays and loss of funding allocations.

3. Specialized Qualifications and Capability

a. HDR Engineering, Inc is uniquely positioned to complete the project given their familiarity with the corridor, agency coordination requirements, and track design integration.

b. HDR's technical expertise makes them the most capable and qualified firm to deliver the PS&E services on schedule and within budget.

c. RCTC has extensive experience working and successfully delivering highway and rail projects with HDR. These projects include I-15 Express Lanes Projects, I-15 Railroad Canyon, South Perris Station Expansion, Riverside Downtown Station At-grade crossing, and Coachella Valley Rail Tier I.

Due to above reasons as well as the funding restrictions that are contingent on strict CTC deadlines, environmental clearance by December 2025 and a RTL milestone by June 2026, staff recommends approval of Agreement No. 26-72-026-00 with HDR, for the preparation of PS&E for the Pennsylvania Grade Separation Project for a two year term without seeking competitive process in the amount of $5,874,301, with a contingency amount of $587,430, and total not to exceed amount of $6,461,731. RCTC has negotiated a fair and reasonable price with HDR for the level of effort required to complete the project.

FISCAL IMPACT:

As referenced within the cooperative agreement, project funding totaling $14,000,000 will be provided to RCTC by the City to cover the PS&E, ROW, and construction phases. Specifically, funding from the City fully funds the contract with HDR ($6,461,731), related to the PS&E phase and other expenditures related to the project (Pennsylvania Grade Separation).

Financial Information					
In Fiscal Year Budget:	No	Year:	FY 2025/26 FY 2026/27+	Amount:	Revenue: $2,000,000 $12,000,000+ Expenditure: $2,000,000 $4,641,731+
Source of Funds:		Local City Funds (Local Reimbursements)		Budget Adjustment:	Yes
GL/Project Accounting No.:		**Revenue**: 005226 416 41604 0000 210 72 41203 ($14,000,000) **Expenditure**: 005226 81101 00000 0000 210 72 81101 ($6,641,731)			
Fiscal Procedures Approved:				Date:	11/14/2025

Attachments:

1) Draft Cooperative Agreement No. 26-72-025-00 with City of Beaumont
2) Draft Agreement No. 26-72-026-00 with HDR

Approved by the Western Riverside County Programs and Projects Committee on November 24, 2025

In Favor: 9 Abstain: 0 No: 0

Agreement No. _____

COOPERATIVE AGREEMENT
BETWEEN

RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND THE CITY OF BEAUMONT

FOR THE PENNSYLVANIA AVENUE GRADE SEPARATION PROJECT PLANS, SPECIFICATIONS, AND ESTIMATES AND RIGHT OF WAY PHASES

1. Parties and Date. This Cooperative Agreement is made and entered into this ____ day of _____, 2025 ("Effective Date"), by and between the Riverside County Transportation Commission ("RCTC") and the City of Beaumont ("City"). RCTC and the City are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

2. Recitals.

2.1 The City is undertaking the Pennsylvania Avenue Grade Separation Project ("Project"), which includes the design and construction of a new Union Pacific Railroad underpass structure over Pennsylvania Ave. The City has engaged the services of an architectural and engineering consultant to prepare the plans, specifications and estimates ("PS&E") for the Project (the "City's PS&E Consultant").

2.2 The City is currently working to complete the PS&E phase of the Project, which includes preparation and management of the PS&E final design ("PS&E Phase"); and the right-of-way ("ROW") phase of the Project, which includes right-of-way management, right-of-way acquisitions, and right-of-way utility coordination (ROW Phase").

2.3 In order to meet funding deadlines, the City has requested that RCTC serve as the lead agency for the PS&E and ROW (collectively, "PS&E and ROW Phases"), with the City to provide support and to fund all costs incurred by RCTC for the PS&E and ROW Phases including, but not limited to, PS&E Consultant, RCTC staff and consultant project management costs, ROW acquisition costs and legal services.

2.4 RCTC has agreed to act as the lead agency for the PS&E and ROW Phases, subject to full reimbursement for all Project costs. The City shall relinquish their role as contracting entity under the professional services agreement with the City's PS&E Consultant. The Parties agree that there is a need for RCTC to engage a new PS&E consultant for the Project.

2.5 The Parties anticipate entering into a future amendment to this Cooperative Agreement to include the construction phase of the Project ("CON Phase"), or may enter into a new cooperative agreement for the CON Phase.

2.6 RCTC shall engage the services of a replacement PS&E consultant through a sole source contract for professional services due to the funding deadlines attached to the Project The replacement PS&E consultant shall be referred to herein as the "PS&E Consultant". Only local City funds shall be used to reimburse the PS&E Consultant.

2.7 The Project is located within the jurisdictional boundaries of the City and may require improvements to streets within the City.

2.8 RCTC shall be the direct recipient of any federal and state and or local funds, other than City funds, provided for the Project. RCTC shall not be responsible for any cost overruns or funding shortfalls.

3. Terms.

3.1 Estimated Cost of PS&E and ROW Phases. The Parties estimate that the total cost for the PS&E and ROW Phases, to be incurred by RCTC, including, but not limited to, RCTC staff and consultant project management costs, PS&E Consultant, ROW acquisition costs, legal services, outreach costs, and other direct costs shall be Thirteen Million Dollars ($13,000,000) ("Estimated PS&E and ROW Phase Costs"). Due to the complexity of the Project, a One Million Dollar ($1,000,000) contingency shall be included under this Agreement, for a total amount of Fourteen Million Dollars ($14,000,000) authorized by the City under this Agreement. The Estimated PS&E and ROW Phase Costs are further detailed in Exhibit A attached to this Cooperative Agreement and incorporated herein by reference.

3.2 PS&E and ROW Phases of Work.

A. RCTC shall be the lead agency for the PS&E and ROW Phases. An amendment or new cooperative agreement will be executed for the CON Phase to outline the anticipated Construction and Construction Management costs All costs and expenses incurred by RCTC for the PS&E and ROW Phases shall be reimbursed by the City using federal, state and local funding sources available to the City. The Parties agree that RCTC shall not have any obligation to fund the PS&E or ROW Phases using its own funds. In the case that funds in addition to the funding amount specified in Section 3.1 above are needed to complete the PS&E and ROW Phases, the City shall be responsible for identifying and obtaining such additional funding. Allocation of additional funding shall be by amendment to this Cooperative Agreement or by separate agreement.

B. RCTC shall engage the services of and manage the PS&E Consultant and shall complete such other work and services required for the PS&E and ROW Phases within the term of this Cooperative Agreement, as provided in Section 3.3, unless extended by mutual agreement of the Parties.

C. RCTC shall be entitled to request reimbursement for internal costs incurred in connection with coordinating with Caltrans to establish the Project delivery

schedule. Such coordination is necessary to ensure funding commitments are met, state funding for construction is secured and the Project can be delivered. Regardless of the date this Cooperative Agreement is executed, RCTC shall be entitled to reimbursement for such coordination costs incurred on and after September 4, 2025.

3.3 Term of Agreement. The term of this Cooperative Agreement shall extend from the Effective Date and shall remain in effect through December 31, 2035, or until written agreement by the Parties that the PS&E and ROW Phases have been completed, unless earlier terminated as provided in this Cooperative Agreement.

3.4 Cooperation. RCTC and the City agree to cooperate in the development of the PS&E and ROW documents required for Project, completion of the PS&E and ROW Phases, and the implementation of this Cooperative Agreement.

3.5 Reporting. RCTC shall, in a timely manner, provide milestone reports to the City, detailing the progress of the PS&E and ROW Phases. RCTC shall complete SB-1 Progress Reports, Completion Report and Final Delivery Report as required by funding requirements.

3.6 Obligations of the City.

A. RCTC shall submit invoices no less frequently than quarterly in any quarter in which reimbursable expenses are incurred but not to exceed once per month. The City shall timely review and, for local funding, pay approved invoices within thirty (30) days. . RCTC shall be the direct recipient for all other federal or state funds. The City shall promptly notify RCTC of any disputed charges.

B. The City may provide a City oversight engineer or other City staff to oversee any PS&E and ROW Phase work or services at its own cost.

C. The City shall process any City encroachment permits required for the PS&E and ROW Phases at no cost to RCTC or its consultant(s) provided that RCTC or the consultant(s), as the case may be, submits a complete application for such encroachment permits consistent with City's requirements. The determination on whether the application is complete and whether an encroachment permit may be issued shall be made by the City in its sole and absolute discretion pursuant to its municipal code, policies, procedures, and any other applicable law.

D. The City shall timely review design plans for the Project including, but not limited to, the PS&E and ROW documents and provide any approvals or comments within thirty (30) days of receipt of the plans. If the City fails to provide any comments or its approval within said time period, RCTC shall provide notice to the City Engineer of the City that the design plans or construction documents shall be deemed approved by the City if no comments are received within an additional 15 days.

The CITY shall inspect any other PS&E or ROW Phases work or services upon written notice of completion of the work or services by RCTC to the City, and shall timely provide approval or identify any nonconformities identified by the City within thirty (30) days, or such other reasonable period requested by RCTC.

E. The City shall not allow any encroachment within the City's right of way if such encroachment may interfere with the Project or the Project construction, without first coordinating the same with the Contractor and RCTC.

F. The City shall not take any action with the intent or effect of unnecessarily impacting the timely implementation of the Project by RCTC.

H. The City shall work cooperatively, and shall provide prompt responses and assistance to RCTC to ensure the timely completion of the PS&E and ROW Phases including, but not limited to, expediting the review and approval of the Union Pacific Railroad Construction and Maintenance standard agreement in order to avoid potential schedule delays.

I. The City shall promptly exercise all rights it may have, or shall assist RCTC in exercising rights on behalf of the City, under any franchise agreements or Caltrans Master Agreements for utilities that require relocation or protection for the Project.

J. The City shall be responsible for fully funding the Project, and for providing any additional funding in the case of Project cost overruns or funding shortfalls.

3.7 Obligations of RCTC

A. RCTC shall serve as the lead agency for the PS&E and ROW Phases. RCTC shall be responsible for obligating state or federal funds, to the extent applicable; procuring, retaining and overseeing consultant(s) as required or reasonably necessary for completion of the PS&E and ROW Phases; and engaging and managing the PS&E Consultant. An amendment or new cooperative agreement will be prepared for the CON Phase to outline the anticipated Construction and Construction Management costs

A. RCTC shall provide the City an opportunity to review and approve all design and construction documents for the Project prior to finalization of such design document for the Project for public bidding purposes.

D. RCTC shall invoice the City for PS&E and ROW Phases expenses for

local funds, incurred in accordance with this Cooperative Agreement, no less frequently than quarterly in any quarter in which reimbursable expenses are incurred, but not to exceed once per month. Invoices submitted to the City shall be in a form and include such detail as reasonably requested by the City.

E. To the extent applicable, RCTC shall be the direct recipient of any federal and state funds to be provided for the Project, and shall invoice Caltrans for Project costs at minimum once every six months, or as otherwise required by Caltrans.

F. All obligations of RCTC are subject to the availability of adequate funding for the Project to be provided by the City in accordance with this Agreement. RCTC is not responsible for any Project cost overruns or Project funding shortfalls.

F. RCTC shall create any necessary Project records, reports and financial accounts to permit disbursement of allocated funds to RCTC, and shall ensure, to the extent applicable, that federal and state reporting requirements are met.

G. As of the Effective Date, RCTC shall be solely responsible and liable for ensuring that the PS&E and ROW Phases are completed in compliance with all applicable federal and state rules and regulations to ensure future federal funding eligibility of the Project. The Parties agree that state or federal funding shall not be used to fund the PS&E Consultant services.

H. RCTC shall process any required FTIP amendments.

I. Additional ROW Phase Obligations.

1. RCTC is responsible for all ROW work required for the Project except as expressly set forth in this Cooperative Agreement.

2. RCTC shall make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the Project.

3. RCTC shall provide City a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for City's concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to ROW certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the Project plans, specifications, and estimate.

4. RCTC will 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 will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

5. Acquisition of ROW will not occur prior to the approval of the environmental document without written approval from the CEQA lead agency for the Project.

6. RCTC will utilize a properly licensed consultant for all ROW activities. RCTC shall provide the City with copies of appraisal reports and acquisition documents upon request. RCTC will prepare ROW certification prior to advertising the construction contract. Physical and legal possession of the ROW must be completed prior to advertising the construction contract, unless Parties mutually agree to other arrangements in writing.

7. RCTC shall be the lead agency on eminent domain activities, if required for the Project.

8. Title to any property to be transferred to City by RCTC shall be free of all encumbrances and liens, except as to those items which City agrees are not in conflict with use of the property for roadway purposes. Upon acceptance, RCTC will provide City with a policy of title insurance in City's name.

3.8 Mutual Indemnification.

A. RCTC shall, at its sole cost and expense, indemnify, defend and hold the City, its officials, officers, employees, consultants and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, judgments, penalties, damages or injuries, in law or in equity, to property or persons, including wrongful death, whether actual, alleged or threatened, which arise in any manner out of, pertain to, or relate to, in whole or in part, to any negligent acts, omissions or breach of law, recklessness, 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 but not limited to the payment of expert witness fees and reasonable attorneys' fees and costs.

B. The City shall, at its sole cost and expense, indemnify, defend and hold RCTC and its officials, officers, employees, consultants and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, judgments, penalties, damages or injuries, in law or in equity, to property or persons, including wrongful death, whether actual, alleged or threatened, which in any

manner arise out of, pertain to, or relate to, in whole or in part, to any negligent acts, omissions or breach of law, recklessness, or willful misconduct of City, its officials, officers, employees, agents, consultants or contractors in the performance of City obligations under this Cooperative Agreement, including but not limited to the payment of expert witness fees and reasonable attorneys' fees and costs.

3.9 Amendments. The terms and conditions of this Cooperative Agreement shall not be altered or modified at any time except by a written amendment executed by the mutual consent of the Parties by an instrument in writing.

3.10 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 either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either 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.

3.11 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 Funding Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

3.12 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.

3.13 RCTC Disclaimer. In no event shall RCTC be responsible or liable for the quality, suitability, operability or condition of any design or construction by the Project consultants or the contractor, as applicable, and RCTC expressly disclaims any and all express or implied representations or warranties with respect thereto, including any warranties of suitability or fitness for use.

3.14 Third Party Beneficiaries. There are no third-party beneficiaries to this Cooperative Agreement.

3.15 Termination. Any Party may terminate this Cooperative Agreement by giving thirty (30) days written notice thereof.

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

3.17 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

3.18 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To RCTC:	Riverside County Transportation Commission 4080 Lemon Street, Third Floor P.O. Box 12008 Riverside, CA 92502-2208 Attention: Executive Director
Copy to:	Best, Best & Krieger, LLP 3390 University Ave. 5fl. Riverside, CA 92501 Attention: Steven C. DeBaun
To City:	City of Beaumont 550 E. 6th Street Beaumont, CA 92223 Attention: Director of Public Works | City Engineer
Copy to:	Attention: City Attorney

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

3.19 Time of Performance. Time is of the essence in the performance of this Agreement.

3.20 Governing Law. This Agreement is in all respects governed by California law and venue for any dispute shall be in Riverside County.

3.21 Insurance. The Parties each verify that they are self-insured or maintain insurance coverage through a Joint Powers Authority in reasonable and customary amounts for their respective operations.

3.22 Authority to Enter into Agreement. Each Party warrants that the individuals who have signed this Cooperative Agreement have the legal power, right and authority to make this Cooperative Agreement and bind each respective Party.

3.23 Counterparts. This Cooperative Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

3.24 Electronically Transmitted Signatures; Electronic 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.

3.25 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.

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

[Signatures on following page]

SIGNATURE PAGE
TO
THE PENNSYLVANIA AVE GRADE SEPARATION PROJECT PLANS, SPECIFICATIONS, AND ESTIMATES AND RIGHT OF WAY PHASES COOPERATIVE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement as of the Effective Date.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Aaron Hake, Executive Director

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
Counsel to RCTC

CITY OF BEAUMONT

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

EXHIBIT "A"

PS&E and ROW Phase Cost Estimate Breakdown

RCTC staff/Bechtel/legal support during PSE and ROW phases; PS&E Consultant; other related PS&E costs	**$9,000,000**
Right of Way expenses	**$4,000,000**
Contingency	**$1,000,000**
Total	**$14,000,000**

Agreement No. 26-72-026-00

**PROFESSIONAL SERVICES AGREEMENT
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
HDR ENGINEERING, INC.
FOR Plans, Specifications, & Estimates (PS&E) for the Pennsylvania Grade Separation Project.**

Parties and Date.

This Agreement is made and entered into this ___ day of _____, 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and HDR ENGINEERING, 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. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional engineering, environmental, project management and other services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

E. The Commission desires to engage Consultant to render such services for the for plans, specifications, & estimates (PS&E) for the Pennsylvania Grade Separation Project (“Project”), as set forth in this Agreement.

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F. The Commission is undertaking the Project in cooperation with the City of Beaumon ("City").

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 professional engineering, environmental, project management and other services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Commencement of Services.

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

3. Term.

3.1 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 be for two years, unless extended by contract amendment.

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

3.3 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.

4. 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.

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5. Consultant's Representative. Consultant hereby designates Mark Hager 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.

6. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are as follows: Mark Hager; Brian Smith; Julian Hernandez; Laura Comstock; Jason Pack; Josh Cosper.

7. Standard of Care; Licenses; Evaluation.

7.1 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,

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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.

7.2 Consultant's performance will be evaluated by Commission. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the Agreement record.

8. 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. Consultant hereby indemnifies and holds the Commission harmless, pursuant to the indemnification provisions contained in this Agreement, from any and all claims that may be made against the Commission based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

9.1 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.

9.2 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

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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.

9.3 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.

10. Delay in Performance.

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

10.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 10.1, 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.

10.3 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.

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

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12. 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.

13. 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 to inspect or review Consultant's work in progress at any reasonable time.

14. Claims Filed by Contractor.

14.1 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.

14.2 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.

14.3 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.

14.4 Nothing contained in this Section shall be construed to in any way limit Consultant's indemnification obligations contained in Section 26. In the case of any conflict between this Section and Section 26, Section 26 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 26 of this Agreement.

15. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term herein, the Commission shall give Consultant a written Notice of Final Acceptance.

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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.

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

17. Fees and Payment.

17.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Total Compensation shall not exceed five million, eight hundred seventy-four thousand, three hundred one Dollars ($5,874,301) without written approval of Commission's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

17.2 Payment of Compensation. Consultant shall submit a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the Statement. Charges specific to each Milestone listed in the Schedule of Services shall be listed separately on an attachment to each statement. Each statement shall be accompanied by a monthly progress report and spreadsheets showing hours expended for each task for each month and the total Project to date. Each statement shall include a cover sheet bearing a certification as to the accuracy of the statement signed by the Consultant's Project Manager or other

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authorized officer. Commission shall pay all undisputed amounts within 30 days following receipt of Consultant's statement.

17.3 Extra Work. At any time during the term of this Agreement, Commission may request Consultant to perform Extra Work. As used herein, "Extra Work" means any work which is determined by the Commission to be necessary for proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Representative. In the event an Extra Work Order is not issued and signed by Commission's Representative, Consultant shall not provide such Extra Work.

17.4 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Representative.

18. Disputes.

18.1 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.

18.2 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.

18.3 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.

19. Termination; Suspension.

19.1 Commission reserves the right to terminate this Agreement for any or no reason upon written notice to Consultant setting forth the effective date of termination, with the reasons for termination stated in the notice.

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

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in this Agreement. In such case, the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

19.3 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.

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

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

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

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

19.8 Consultant may not terminate this Agreement except for cause.

19.9 Suspension. In addition to the termination rights above, Commission may temporarily suspend this Agreement, at no additional cost to Commission, provided that Consultant is given written notice of temporary suspension. If Commission gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with a notice of termination.

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

21. Audit Review Procedures.

21.1 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.

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

21.3 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.

22. Subcontracting.

22.1 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.

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

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22.3 Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by Commission.

22.4 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.

22.5 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).

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

23. Equipment Purchase

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

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

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

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

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

24. Labor Code Requirements.

24.1 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 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.

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

24.3 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.

24.4 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

25. Ownership of Materials/Confidentiality.

25.1 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

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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.

25.2 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.

25.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information,

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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.

25.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, the City and their 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.

26. Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, the City 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, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, the City 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, the City or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, the City 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, the City and 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

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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.

27. Insurance.

27.1 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.

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

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

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

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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.

27.3 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 $2,000,000 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 $1,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

27.4 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, the City 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.

27.5 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.

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(iii) The policy shall give the Commission, the City and their 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 City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(b) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, the City 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, the City 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, the City 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, the City and their 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

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shall be available to the Commission, the City 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 and the City (if agreed to in a written contract or agreement) before the Commission's and the City'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

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Agreement. The Commission shall have the right to 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.

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

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

27.7 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.

27.8 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 shall have the right to 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.

27.9 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.

27.10 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.

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

As between Consultant and the construction contractors only, the construction contractors shall remain solely responsible for construction safety notwithstanding any safety obligations of Consultant at the jobsite. The foregoing sentence shall not impact nor in any way modify or alter Consultant's indemnity and defense obligations to the Commission, as set forth in Section 26 of this Agreement, not any of Consultant's duties or obligations set forth under this Agreement, including the attached exhibits.

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

29. Prohibited Interests.

29.1 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.

29.2 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.

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(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. Consultant agrees to advise Commission of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either Commission or State law.

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

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

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

29.3 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.

29.4 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.

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

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29.6 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.

30. 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.

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

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

33. Disputes; Attorneys' Fees.

33.1 Prior to either party commencing any legal action under this Agreement, the Parties agree to try in good faith, to resolve any dispute amicably between them. If a dispute has not been resolved after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either Party may seek any other available remedy to resolve the dispute.

33.2. 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.

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

35. 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.

36. 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:

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CONSULTANT:	COMMISSION:
HDR ENGINNERING, INC. 2280 Market Street, Suite 100 Riverside, CA 92501 ATTN: Mark Hager	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.

37. 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.

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

39. 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.

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

41. 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.

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

43. 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.

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

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45. 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.

46. 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.

47. 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.

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

49. 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.

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

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[Signatures on following page]

SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT

FOR plans, specifications, & estimates (PS&E) for the Pennsylvania Grade Separation Project

---

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

RIVERSIDE COUNTY TRANSPORTATION COMMISSION By: _____ Aaron Hake Executive Director *Approved as to Form:* By: _____ Best, Best & Krieger LLP General Counsel	**CONSULTANT** **HDR ENGINEERING, INC.** By: _____ Signature _____ Name _____ Title **ATTEST:** By: _____ Its: _____

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* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"

SCOPE OF SERVICES

[attached behind this page]

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EXHIBIT A
Scope of Services

General Outline and Background information

The Pennsylvania Avenue Grade Separation Project is funded with **$50 million in TCEP funds** administered by the California Transportation Commission (CTC). These funds are contingent upon meeting strict deadlines:

- **Environmental clearance** must be achieved by **December 2025**.
- **Ready-to-List (RTL)** milestone must be met by **June 2026**.

It is recognized that achieving the June 2026 RTL milestone is unlikely. RCTC intends to request a one-year extension from the CTC, moving the RTL milestone to **June 2027**.

Consultants shall coordinate closely with RCTC's and the City of Beaumont's existing consultant teams to ensure delivery of the Pennsylvania Avenue Grade Separation Project in the most timely and efficient manner. This includes, but is not limited to:

- Environmental consultant(s) advancing CEQA/NEPA clearance. – **Moffatt & Nichol (MN) (ICF supporting City to coordinate processing/approvals; however, completion of the Project Approval/Environmental Document [PA/ED] phase environmental documentation remains the responsibility of Moffatt & Nichol)**
- Engineering and design consultant(s) preparing the Geometric Approval Drawing (GAD), Design Standard Decision Document (DSDD), and Type Selection Report. – **HDR/IDC**
- Right-of-Way and utility consultants supporting acquisition and relocation planning. – **Monument**
- Union Pacific Railroad (UPRR) coordination teams working on track and structure design reviews and the Construction & Maintenance Agreement. – **HDR**

The consultant will be expected to facilitate regular communication, integrate schedule updates, and proactively resolve conflicts among these teams to maintain project momentum.

The consultant shall structure its work plan to align with these critical deadlines and shall identify all activities on the critical path (environmental clearance, UPRR reviews, design completion, ROW acquisition, and utility relocations). The consultant must also assist in developing mitigation strategies if schedule risks threaten funding authorization.

Key Expectations

- Coordinate with existing consultant teams and UPRR reviewers.
- Align work products with critical funding deadlines (Dec 2025 environmental clearance; June 2026 RTL, with potential extension to June 2027). The PA/ED phase will be completed by the current consultant (IDC) and approved by the lead agency by December

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2025. Upon completion, HDR will proceed with the PS&E phase and will support RCTC in delivering the project through the "Ready to List" (RTL) milestone.

- Support RCTC in securing CTC approval for a funding extension, including preparation of justification materials.
- Identify schedule risks early and recommend mitigation strategies to protect funding.
- Ensure ROW acquisition and utility relocation schedules account for long lead times and potential condemnation proceedings.

The Scope of Services will require the Consultant to provide all labor, equipment, tools, and furnishings necessary to complete the design of the Pennsylvania Avenue Grade Separation and prepare a final "Ready to List" (RTL) package that meets all Union Pacific Railroad (UPRR), California Department of Transportation (Caltrans), and City of Beaumont (City) requirements. Project tasks shall include, but are not necessarily limited to, those items noted below. Many of the items listed have been partially or fully completed. Details of the work completed and the remaining work that needs to be done are provided in the Detailed Scope of Services. If the Consultant feels that additional tasks are warranted, they must be clearly identified in the Consultant's proposal. The Scope of Services shall generally include the following tasks:

The scope of services and associated fee estimate provided by HDR are based on the current project geometry depicted in the IDC's PS&E plans including UPRR bridge plans dated January/February 2025. Any design deficiencies or required modifications to the project geometry identified during the work will be promptly communicated to RCTC. Should such changes necessitate revisions to the project design, HDR will submit a formal scope amendment, including any related adjustments to schedule and budget, for RCTC's review and approval.

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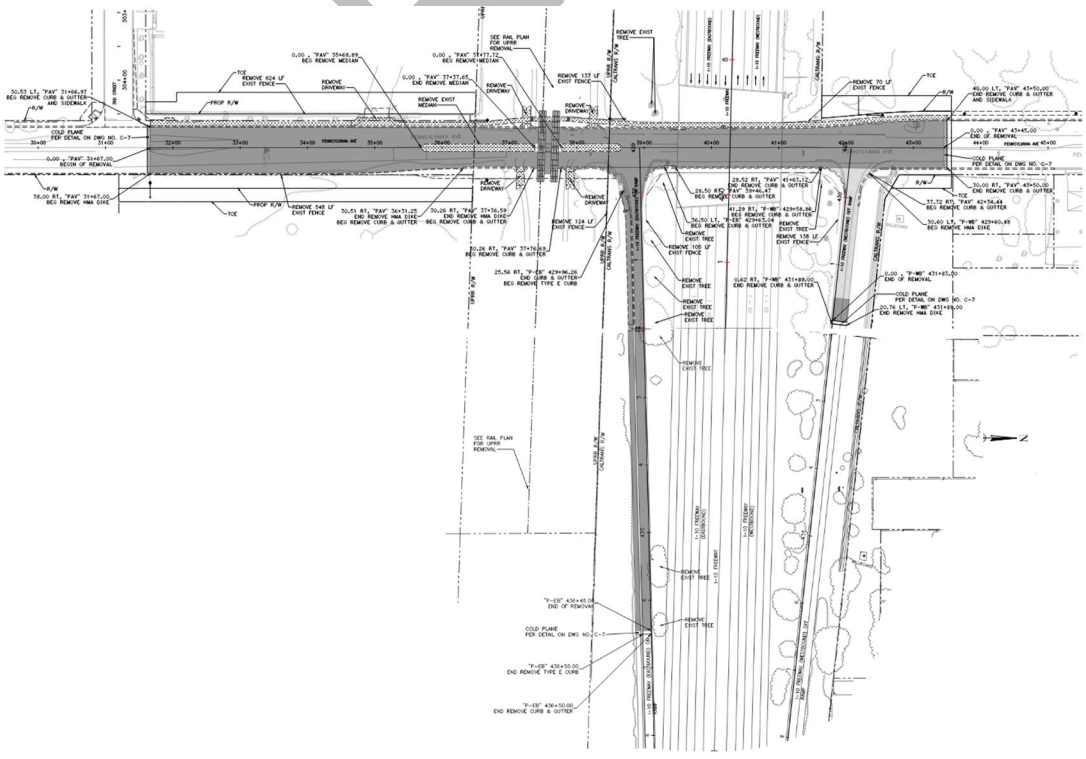

The following table provides a summary of HDR approach and assumptions for developing the fee estimate. The task numbers align with the detailed fee spreadsheet provided by HDR.

Task Number	Task Name	Completed By Agency (Firm)	Added Scope	Optional (Contingency)	Notes
1.3	Risk Register	RCTC (HDR)	X		RCTC/Caltrans Requirement
2.1	Aerial mapping and supplemental field survey	RCTC (HDR)	X		To establish existing project conditions after Pennsylvania Ave. widening (risk reduction)
2.2	Supplemental potholing	RCTC (HDR)		X	Reserved budget.
2.3	Environmental Testing	RCTC (HDR)	X		Per ISA Phase 1.
3.1	Caltrans Geometric Approval Drawing (GAD)	RCTC (HDR)		X	Finalize and obtain Caltrans approval.
3.2	Caltrans DSDD	RCTC (HDR)		X	Finalize and obtain Caltrans approval.
3.3	Caltrans Structural TSR	RCTC (HDR)		X	Finalize and obtain Caltrans approval.
5.1	Monument Preservation/Record of Survey Map	RCTC (HDR)	X		Recommended to establish accurate property boundaries and easements.
5.2.2	Right of Way Appraisal and Acquisition Services	RCTC			Will be completed by RCTC ROW on-call Bench. HDR will handle ROW engineering and has included incidental coordination hours. .
7.2	H&H Report	RCTC (HDR / IDC)		X	IDC will complete task as a sub to HDR. HDR has included an additional contingency budget for HDR to perform the task in full if directed to do so.
7.3	TMP	RCTC (HDR)		X	Additional budget if D8 does not develop the entire report and additional effort needed by HDR team.
7.4	Additional geotechnical investigation	RCTC (HDR)	X		Additional boring for retaining walls, UPRR bridge piles and along the realigned sewer and water lines
7.5	Value Analysis	RCTC (HDR)	X		Required for >$50 mil. project construction cost.
7.5	VA Design Implementation	RCTC (HDR)		X	Since the VA design refinements are not yet defined, HDR is assuming a budget as optional and will confirm the effort and final budget after the VA.
7.6	Constructability Review	RCTC			RCTC will perform task via On-Call Bench prior to construction

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7.7	HSM	RCTC (HDR)		X	HDR/IDC may complete this task under the existing contract with the city subject to schedule and budget. This contingency budget was added if the report requires additional effort or coordination with Caltrans under the RCTC contract.
7.1.1	Water Quality Management Plan (WQMP)	RCTC (HDR / IDC)		X	IDC will complete task as a sub to HDR. HDR has included an additional contingency budget for HDR to perform the task in full if directed to do so.
7.1.2	Storm Water Data Report (SWDR)	RCTC (HDR / IDC)		X	IDC will complete task as a sub to HDR. HDR has included an additional contingency budget for HDR to perform the task in full if directed to do so.
8.1.5	Resident Engineer file	RCTC (HDR)	X		Caltrans requirement.
8.2.1	Drainage and Stormwater Plans	RCTC (HDR / IDC)		X	IDC will complete task as a sub to HDR. HDR has included an additional contingency budget for HDR to perform the task in full if directed to do so.
8.2.2	Shoofly T-Wall Design Support	RCTC (HDR / IDC)		X	Design Support for manufacture wall as needed/or explore cost saving alternatives for temporary shoofly.
9.6	Community Engagement	RCTC (with HDR support)			HDR has included incidental coordination hours under Task 1 to support the outreach effort.

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1. Task 1: Project Administration
    - Project Management Plan
    - Quality Control
    - Project Controls
    - Project Meetings
    - Detailed Project Schedule
    - Risk Register

2. Task 2: Data Collection & Analysis
    - Survey and Aerial Mapping

- Geotechnical
- Environmental Testing, as required
- Potholing
- Right-of-Way Base Mapping
- Utility Notification & Base Mapping
- Caltrans Traffic Reports
- As-Built Information

3. Task 3: Conceptual Design
    - Caltrans Geometric Approval Drawing (GAD)
    - Caltrans Design Standard Decision Document (DSDD)
    - Caltrans Structural Type Selection Report
    - UPRR Structural Type Selection Report
    - Caltrans QMAP DEER Report
    - Landscape and Aesthetic Concepts

4. Task 4: Environmental
    - CEQA
    - NEPA
    - MSHCP & Regulatory Permitting

5. Task 5: Right-Of-Way Design, Acquisition and Certification
    - Right-of-way Maps
    - Appraisal Maps, Plats, and Descriptions

6. Task 6: Utility Relocation Design and Certification
    - Southern California Edison (SCE)
    - MCI (now known as Verizon Business)
    - AT&T Distribution
    - Sewer (City of Beaumont)
    - Water (Beaumont Cherry Valley Water District)
    - Gas (So Cal Gas)
    - Storm Drain (RCFC & WCD)
    - Dry Utilities (Frontier, Spectrum, AT&T, MCI))

7. Task 7: Project Reports
    - Water Quality Management Plan (WQMP)
    - Hydrology and Hydraulics Report
    - Traffic Management Plan
    - Geotechnical Report
    - Value Analysis

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- Constructability Review Workshop
- HSM

8. Task 8: Plans, Specifications, and Estimate (PS&E)
    - Calculations
    - Plan Preparation
    - Specifications
    - Cost Estimates
    - Construction Schedule
    - Resident Engineer File

9. Task 9: Coordination, Agreements, & Permits
    - Union Pacific Railroad (UPRR)
    - California Public Utilities Commission (CPUC)
    - Caltrans District 8
    - Riverside County Flood Control
    - Line 2 Storm Drain Design Consultant
    - Community Engagement
    - Environmental Permits such as 401, 404 and 1602 Permits

10. Task 10: Bidding Support Services
    - Bidding Services

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Detailed Scope of Services

Task 1 – Project Administration

This task includes the day-to-day management of the Project. The Consultant Project Manager shall maintain ongoing liaison with the RCTC Project Manager, the City, agency contacts, railroad, regulatory agencies and utility companies to promote effective coordination during the course of project development. The following management and administrative duties shall be performed:

- Supervise project staff, subconsultants, coordinate, and monitor work for conformance with set standards and policies.
- Conduct internal meetings with project staff and subconsultants.
- Prepare, circulate, and file correspondence and memoranda, as appropriate.
- Maintain Project files
- Provide monthly progress reports with monthly invoices that meet the requirement of RCTC. Manage the project budget including that of the subconsultants, and ensure that each invoice clearly indicates the task, budget, and expenditure. At no time shall an invoice be submitted with a task or subconsultant budget going negative, i.e. overspent for the task.

1.1 PROJECT MANAGEMENT PLAN

A comprehensive Project Management Plan (PMP) will be prepared to communicate this scope of

services and technical requirements to project participants. The PMP shall identify the procedures and technical requirements that are to be followed in developing project deliverables. The PMP shall also describe the responsibilities of each participant in the project. The following items shall be in the PMP:

- Scope of Services
- Log of Deliverables
  - Consultant shall prepare a list of deliverables indicating the applicable Scope of Services section, dates submitted/approved, and file locations conforming to the Project's electronic filing system.
- Baseline Project Schedule
  - A Critical Path Method (CPM) schedule shall be prepared by the Consultant and shall be updated monthly or when changes in scope or budget occur. The initial CPM schedule shall be provided within two (2) weeks from Notice to Proceed (NTP). This schedule shall be included in the PMP and will serve as the baseline schedule for the Project. The schedule shall include a list of tasks and sub-tasks, milestones, major activities and deliverables. Agency review times of each submittal shall be included in the schedule. Issuance of permits needed shall also be included.
- Project Electronic Filing System
  - Project files shall be indexed in accordance with Caltrans' Project Development Uniform File System.
- CADD Procedures
  - Plans shall be prepared in AutoCAD 2022 format or newer. All plans within Caltrans right-of- way will be prepared in conformance with the latest Caltrans CADD User's Manual and the Caltrans Drafting Manual. For items outside of Caltrans right-of-way, plans shall be prepared according to City Standards. CADD files for the UPRR will follow their standards and comply with UPRR requirements.
  - Assumption: The Consultant will continue to use the existing CADD software, standards, sheet borders, and cut sheets established by the previous Consultant (IDC) for Caltrans, UPRR, and the City. These formats are assumed to be acceptable to the agencies for submittals through the RTL milestone, and separate agency specific plan sets, or sheet borders are not required.
- Invoicing Instructions
  - Consultant monthly invoices shall be reported by task and shall be accompanied by a progress report. RCTC shall supply invoicing requirements for inclusion in the PMP.
- Design Standards
  - Consultant shall prepare a list of applicable design standards. Plans and specifications shall be prepared in accordance with current AASHTO and Caltrans' regulations, policies, procedures, manuals, and standards.
  - Compliance with American Railway Engineering and Maintenance of Way Association (AREMA), Union Pacific Railroad (UPRR) Guidelines for Railroad Grade Separation Projects and/or County or City Standards shall also be required, as appropriate. Plans, specifications, and estimates for the bridge shall be prepared in

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accordance with current Caltrans standards.

Roadway, water, sewer, lighting, signal, landscape, traffic striping and signage, traffic control, erosion control and drainage plans shall be prepared on City/utility standard plan and profile sheets. Design of improvements within Caltrans right-of-way need to be prepared per Caltrans respective standard drawings and plans.

Deliverables

- *Project Management Plan*
- *Baseline Project Schedule*

1.2 QUALITY CONTROL PLAN

The Consultant shall prepare and maintain a Quality Control Plan (QCP) throughout performance of services. The intent is to monitor quality to ensure that reports, plans, studies, estimates, and other deliverables submitted are complete, accurate, checked, conform to UPRR, Caltrans and RCTC standards, and meet professional engineering practice standards in effect at the time of execution. The QCP shall be submitted to the RCTC within thirty (30) calendar days of NTP. Consultant shall hold a training session with all project participants responsible for the development and/or checking of deliverables to ensure the appropriate procedures are followed.

RCTC shall provide a copy of their general Quality Assurance Plan that has been reviewed and approved by Caltrans. This plan outlines general requirements that RCTC and the projects RCTC manage must comply with.

Deliverables:

- *Quality Control Plan*

1.3 PROJECT CONTROLS (BUDGETING, COST ACCOUNTING, AND PROGRESS REPORTING)

This task will establish the baseline project controls for which the project performance will be measured against on a monthly basis.

Consultant shall prepare budgets for each task and milestone for the Project. Such budgets will be entered into the Consultant's Management Information System along with actual costs incurred and used as a basis for cost monitoring and control. Consultant shall prepare monthly reports of expenditures for the Project by task and milestone. Expenditures include direct labor costs, other direct costs, and subconsultant costs. These reports will be included as supporting data for invoices presented to RCTC every month and shall be in accordance with the RCTC invoice requirements.

Progress reports shall also be prepared in accordance with RCTC guidelines and shall accompany monthly invoices. The project schedule shall be updated regularly as well and shall show actual progress to date versus the baseline project schedule. At a minimum an updated project schedule shall be submitted with monthly invoices.

HDR will develop and maintain a project risk register as required by RCTC throughout the project's design phase. The risk register will be organized by package and will identify potential design and construction phase risks that may arise throughout the life of the project so that appropriate

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mitigation or avoidance plans can be identified and monitored throughout the design duration.

Deliverables:

- *Baseline Project Controls*
- *Monthly Invoices*
- *Monthly Progress Reports*
- *Regular Schedule Updates*
- *Risk Register (up to 3 risk meeting)*

1.4 PROJECT DEVELOPMENT TEAM MEETINGS

Project Development Team (PDT) meetings shall be conducted throughout the Project. The RCTC and City shall identify the members of the PDT, which shall include the RCTC and City Project Manager, the Consultant team, and other representatives from affected agencies. Trend meetings will be held bi-weekly with the RCTC/City and Consultant team, and monthly PDT meetings with Caltrans. The Consultant shall provide the meeting agenda and will prepare exhibits (as needed) for discussion. The Consultant shall prepare meeting minutes and shall distribute the minutes to all attendees within seven (7) days after the meeting. Minutes shall include, at a minimum:

- A list of attendees with phone numbers and email.
- A synopsis of discussion items.
- Any pertinent information, action items, and all follow-ups to the action items.

Deliverables:

- *PDT Meeting Agendas*
- *PDT Meeting Minutes*

Task 2 – Data Collection and Analysis

The Project will involve the review and assimilation of a large amount of existing data and the generation of new data. The Consultant shall perform research of agency records, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately layout improvements above and underground within City Right- of-Way (ROW), private properties affected by the Project, UPRR ROW, and within Caltrans ROW. Consultant shall layout easements, centerline, ROW, addresses and private property lines.

Consultant shall perform research of records including utilities, and other agency records as necessary to secure information required to identify, locate, and accurately layout existing utilities, improvements, easements, and rights-of-way within project limits that may interfere with the proposed improvements. The information to be researched includes the following:

- Review existing utility and street record drawing plans.
- Review existing, I-10 overpass bridge as-built plans and inspection reports.
- Perform utility investigation/utility coordination and provide utility relocation recommendations.

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- Perform an existing utility easement investigation (Prior Rights for proposed relocation).
- Perform a site visit to review the above ground conditions that may impact the landscape portion of the project. In addition, existing trees will be identified and catalogued.

Previous studies, relevant reports, and existing data will be evaluated to capture elements and information that can be useful in developing the project. Consultant shall make the best use of existing data to minimize waste and duplication of work efforts. Work that has been completed to date is described in each section.

2.1 SURVEY AND AERIAL MAPPING

Work Completed to Date: Survey and mapping of the project area has already been completed, and the files are provided in the links to this RFP. Based on the review of the existing documents, if the consultant decides that additional work is necessary to complete the design, the consultant shall include the work in their proposed scope. The completed work should be as described in this section.

Based on HDR review of the aerial topography and survey files, it appears that the aerial mapping was developed in 2017, and the field survey shots were collected at various times during the Pennsylvania Widening projects. As a result, the existing survey data may not accurately represent current field conditions. HDR has included in the scope a new aerial mapping, as detailed in the RCTC's scope of work, along with additional field surveys at the tie-in points. To maintain the design schedule, the HDR team following RCTC's approval will proceed with the design to the 100% milestone using the existing survey data. Once the new survey information becomes available, the team will verify the final design against the updated field survey data. This approach is necessary to establish accurate existing conditions for the project and help mitigate potential contractor claims. If the new survey reveals significant design changes, any delays or scope change will be promptly communicated to RCTC, and necessary actions will be coordinated and approved by RCTC before proceeding.

Supplemental survey: a budget was allocated for field surveys to accommodate any additional surveying that may be required during the PS&E phase.

The project alignment will be flown to produce 50-scale topographic mapping with a 1-foot contour interval and current high resolution color orthophotographs. Plans shall also include along the UPRR R/W for a distance necessary for the design of temporary shoo-fly tracks during the construction phase and shall be consistent with UPRR survey requirements and standards.

Aerial mapping will be prepared in conformance with Chapter 13 "Photogrammetry Surveys" of the Caltrans Survey Manual and to the Caltrans CADD Mapping Standards and Specifications. The photogrammetrist will prepare and submit copies of the required information in conformance of the Caltrans A-B-C photogrammetry process. Horizontal and Vertical aerial control panels will be set to meet aerial triangulation requirements. The mapping will be prepared to 1" = 50' scale with 1-foot contours and will be delivered in a Microstation v8 format.

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Surveys shall be performed by Consultant in accordance with the current Caltrans "Survey Manual" and its revisions, as well as UPRR requirements. Work not covered by the manual shall be performed in accordance with accepted professional surveying standards. The Consultant shall be responsible for verifying the data with the RCTC and the City. Consultant shall obtain applicable encroachment permits prior to beginning any field investigation. Consultant and Subconsultants shall obtain necessary training including applicable rail safety program prior to performing field investigations. All said training shall be at the sole cost of the Consultant and at no additional cost to the RCTC/City.

Consultant shall perform design surveys including mapping and mapping updates, necessary to complete a constructible PS&E. This includes horizontal and vertical control, drainage surveys, topographical surveys, cross sections, grid grades, open-ended traverses, profile data sheets and required documentation. Surveys performed by Consultant shall conform to the requirements of the Land Surveyors Act and per Authority's direction. In accordance with the Act, "responsible charge" for the work shall reside with a Registered Civil Engineer registered prior to January 1, 1982, or a Licensed Land Surveyor, in the State of California.

Deliverables:

- *Digital Terrain Model (.dtm) in CADD format*
- *Digital orthophoto in digital (.tif) format*
- *Aerial Topographic Mapin CADD format*
- *Survey points in CSV format*

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2.2 POTHOLING

Work Completed to Date: Utility potholing in the project area has been completed, and pothole plans are provided in the links to this RFP. Final results of the potholing are forthcoming, and will be provided to the consultant upon receipt by the City. Based on the review of the existing pothole plans, if the consultant decides that additional potholing is necessary to complete the design, the consultant shall include the work in their proposed scope. The completed work should be as described in this section.

Supplemental potholing: budget was allocated as part of the project ODC for additional potholing that may be required during the PS&E phase. The final cost estimate will be provided by the HDR's subcontractor to RCTC once the number of potholes has been determined.

The Consultant will perform utility investigation services using industry acceptable methods (i.e., electronic pipe and cable locating equipment, Ground Penetrating Radar (GPR), Pipeline Current Mapper (PCM), etc.) to determine the approximate horizontal position and count of existing utilities within the project limits. Consultant will compare any available utility record information with the results of field investigation services to ensure utilities have been accounted for.

Gravity lines such as sewer, storm sewer, etc., typically cannot be located using the above methods due to lack of tracer wire or depth of the utility being beyond the limitations for GPR. In the event these utilities cannot be located, and precise location and depth is needed, vacuum excavation (potholing) will be provided.

The Consultant will perform utility potholes using air vacuum excavation at predetermined locations to document the precise horizontal and vertical position of existing utilities within the investigation area. Data collected as a result of potholing activities will be presented in a Portable Document Format (PDF) report that will include pothole number, utility type, size, material, depth and pictures of the exposed utility, and picture of the wooden lath with pothole information clearly visible. Once the utility data has been collected the pothole will be restored to its previous condition using native backfill and in-kind surface restoration materials.

Consultant shall coordinate the use of field survey crews to locate potholed utilities by coordinates and elevations based on the project's survey controls.

Assumptions:

- Engineer Stamped Traffic Control Plans are not included. Any potholing requiring traffic control is assumed to be performed in accordance with the WATCH Manual.
- Additional utility potholes and/or crew hours without written approval will be the responsibility of the Consultant.

Deliverables:

- *Matrix of Pothole Information*
- *Pothole Data Plan (to be included in milestone PS&E submittals)*

2.3 ENVIRONMENTAL TESTING

Work Completed to Date: Leighton (Verdantas) completed an Initial Site Assessment in July 2024. The report documented recognized environmental conditions that may affect the project area or pose a hazardous waste risk to the project. The ISA recommended that a subsequent investigation include soil characterization for contaminants resulting from historical railroad operations and an aerially-deposited lead survey for soil that would be excavated by the proposed project. Also recommended was a hazardous building materials survey for structures that would be modified or demolished by the proposed project.

Scope: The Consultant will perform a Preliminary Site Investigation (PSI) that conforms to the Caltrans PSI standards. The investigation will include coordination with the engineering design team to determine the project areas and depths that will be subject to ground disturbance, preparation of a work plan and health and safety plan, sampling of soil within the proposed project area, laboratory analysis of samples for contaminants of concern, , which include aerially-deposited lead (ADL), other Title 22 metals, petroleum hydrocarbons, and polynuclear aromatic hydrocarbons. Results and findings will be provided in a Preliminary Site Investigation Report. The PSI will be overseen by a California-licensed Professional Geologist with expertise in contaminated site characterization.

The Consultant will also perform a Hazardous Materials Survey. The survey will include coordination with the engineering design team to determine which structures will be subject to demolition or modification, conducting a hazardous building materials survey for asbestos-containing materials and lead-based paint, sampling and analysis of suspect building materials, and reporting of the results and findings in a Hazardous Materials Survey Report. The Hazardous

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Materials Survey will be overseen by a California-licensed Certified Asbestos Consultant.

Deliverables:

- *Preliminary Site Investigation Work Plan*
- *Site-specific Health and Safety Plan*
- *Preliminary Site Investigation Report*
- *Hazardous Materials Survey Report*

2.4 RIGHT-OF-WAY BASE MAPPING

Work Completed to Date: Right-of-way base mapping has been performed and a ROW map is provided in the links to this RFP. Based on the review of the existing documents, if the consultant decides that additional work is necessary to complete the design, the consultant shall include the work in their proposed scope. The completed work should be as described in this section.

The Consultant shall perform research of private development plans adjacent to or affecting the Project site, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately layout above and underground improvements and easements, centerline, ROW, and private property lines. Consultant shall research and review previous work performed to date in the Project vicinity that impacts the design of the improvements, including:

- Existing improvement plans/engineering reports of record
- Right-of-way mapping, ownership records (Title Reports)
- Preliminary engineering and reports for this Project
- City/other agency engineering design standards, codes, and plan processing procedures

Cadastral research will be conducted at the County Surveyor's Office and the City to obtain copies of any available record maps, including Assessors Maps, Tract Maps, Parcel Maps, Records of Survey, Centerline Ties and Benchmark Data.

Key centerline monuments will be located along the street segments and calculate the centerline and record right-of-way alignments of the same. The centerline will be established from a combination of found monuments, centerline ties, and record data obtained during the data collection phase. Street and railroad rights-of-way and adjoining parcel lines will be established from record cadastral research and assessor data where applicable.

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The Consultant shall prepare a landnet and right-of-way base maps in accordance with Caltrans requirements. Base maps shall show existing features consisting of lots along Pennsylvania Avenue with all right-of- way and easement areas, assessor's parcel numbers, addresses, types of businesses, property lines, footprints of buildings, setback distances from right-of-way to buildings, vegetation, and improvements in the acquisition areas and existing driveways. Utility easements and other encumbrances shall be identified and plotted on the Right-of-Way Base Map.

Deliverables:

- *Record Right-of-Way Base Map in CADD, PDF, and KMZ formats*

2.5 UTILITY NOTIFICATION AND UTILITY BASE MAPPING

Work Completed to Date: Utility Notification has already been completed, and a utility base map has been completed. Notification letters and the utility base map are provided in the links to this RFP. If the consultant determines that additional utility base map work is needed based on review of the documents, the consultant shall include that to the scope of this project.

Assumption: HDR will validate the existing utility base map and based on research there are additional utility owners that will need to be coordinated with such as AT&T Distribution.

Deliverables:

- *Utility Base Map in PDF and CADD format.*

2.6 CALTRANS TRAFFIC REPORTS

Work Completed to Date: This project has a Caltrans approved Traffic Volumes Report, and Caltrans Approved Step Two Intersection Control Evaluation (ICE). These documents are provided in the links to this RFP.

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Task 3 – Conceptual Design

3.1 CALTRANS GEOMETRIC APPROVAL DRAWING (GAD)

Work Completed to Date: To date the GAD is approximately 80% Complete. The most recent GAD submittal is provided in the links to this RFP, together with all previous GAD submittals and Caltrans comments. The most current sight distance and truck turning exhibits are also provided with the GAD documents.

The Consultant is required to review the existing GAD documents and complete the GAD with full Caltrans approval.

Deliverables:

- *Caltrans Approved GAD document*

Assumption: A contingency (optional) budget is included in this fee to address potential additional effort if the GAD is not approved under the City contract and further coordination and/or

revisions are required to obtain Caltrans approval.

3.2 CALTRANS DESIGN STANDARD DECISION DOCUMENT (DSDD)

Work Completed to Date: To date the DSDD is approximately 80% complete. The most recent DSDD submittal is provided in the links to this RFP, together with all previous DSDD submittals and Caltrans comments.

The Consultant is required to review the existing DSDD documents and complete the DSDD with full Caltrans approval.

Deliverables:

- *Caltrans Approved DSDD document*

Assumption: A contingency (optional) budget is included in this fee to address potential additional effort if the DSDD is not approved under the City contract and further coordination and/or revisions are required to obtain Caltrans approval.

3.3 CALTRANS STRUCTURAL TYPE SELECTION REPORT

Work Completed to Date: A Caltrans Structural Type Selection is needed for retaining walls that are located in the Caltrans ROW. The current type selection report is approximately 70% Complete. The most recent Type Selection Report submittal is provided in the links to this RFP, together with all previous submittals and Caltrans comments.

The Consultant is required to review the existing Type Selection document and complete the Type Selection Report with full Caltrans approval.

Deliverables:

- *Caltrans Approved Structural Type Selection Report (TSR)*

Assumption: A contingency (optional) budget is included in this fee to address potential additional effort if the TSR is not approved under the City contract and further coordination and/or revisions are required to obtain Caltrans approval.

3.4 UPRR STRUCTURAL TYPE SELECTION REPORT

Work Completed to Date: The UPRR Structural Type Selection Report is Complete. The Type Selection Report submittal is provided in the links to this RFP, together with all previous submittals and UPRR comments. UPRR bridge plans are at the 60% PS&E stage, and the current team is submitting them to UPRR for review.

3.5 CALTRANS QMAP DEER REPORT

Work Completed to Date: To date this report has not been initiated.

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Caltrans has confirmed that this project will require a Design Engineering Evaluation Report (DEER) under the Caltrans Quality Management Assessment Process (QMAP). The design consultant will be required to complete this report per Caltrans standards.

Deliverables:

- *Caltrans Approved QMAP DEER Report*

3.6 LANDSCAPE & AESTHETIC CONCEPTS

Work Completed to Date: The work described in this section has not been started yet. The Consultant shall complete the work as described in this section.

Landscape

Based on input provided by the RCTC and the City, the stakeholders and the information gathered during the site reconnaissance, the Consultant shall define opportunities and constraints including site features and context, climatic influences, pedestrian and vehicular circulation systems, landscape planting, and view corridors for use in the preparation of the landscape concept plan. Conceptual plans or exhibits shall be submitted. The landscape concept shall contain an initial plant palette, planting design, and median hardscape treatments. Consultant shall prepare an image board composed of relevant imagery. Proposed hardscape and softscape materials and finishes shall be included to further illustrate the design intent. Image boards may be presented at community outreach meetings, at the RCTC/City's discretion.

Bridge

Two (2) concepts for the railroad bridge and retaining walls will be developed in 3D to include Caltrans bridge and surrounding topography. C. Aesthetic options will be presented at community outreach meetings for stakeholder input and selection of preferred bridge aesthetic.

Deliverables:

- *Landscape Concepts*
- *Bridge and Retaining Wall Aesthetic Concepts*
- *Up to two (2) Color Landscape Image Boards/Exhibits.*
- *Final plans of the approved aesthetic design (incorporated into the corresponding structure and civil drawings)*

Assumptions:

- Two (2) revisions to the landscape concepts are included in this scope.
- Final renderings of the bridge will include generic landscape design.

Task 4 – Environmental

Environmental Documentation (CEQA/NEPA)

The Project has been approved for funding through the California Transportation Commission (CTC) under the Trade Corridor Enhancement Program (TCEP). A portion of this funding is anticipated to be federal funds. As such, the NEPA process is required. A Categorical Exclusion

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(CE) is anticipated under NEPA and a Statutory Exemption is anticipated for CEQA, with Caltrans as the lead agency for both NEPA/CEQA. Environmental clearance is required by December 2025 to satisfy the TCEP funding requirement.

The City's current consultant is responsible for preparation and completion of the CEQA/NEPA environmental documentation, including all technical studies, agency coordination, and public involvement. These responsibilities remain with the City's existing consultant and are not included in this scope of work.

4.1 - CEQA/NEPA REVALIDATION

The Consultant shall prepare a CEQA/NEPA revalidation to confirm the adequacy of the previously approved environmental documents. This task will include review of the existing environmental clearance, identification of any changes in project scope or regulatory requirements, and coordination with the City and lead agencies to ensure compliance with CEQA/NEPA. It is assumed that the project design will remain consistent with what is included in the adopted CEQA/NEPA documentation and entirely within the limits of disturbance (LOD) addressed in the adopted CEQA/NEPA document and technical studies that were prepared and approved during the PA/ED phase. It is assumed that the Project will remain consistent with the findings presented in the previously adopted CEQA/NEPA documentation, that no new or supplemental technical studies will be required, and that no other environmental documentation beyond the CEQA/NEPA Re-Validation form and directly incorporated discussions will be required.

Deliverables:

- *Draft and Final revalidation memorandum documenting the findings.*
- *Final Environmental Certification*

4.2 MSHCP AND REGULATORY PERMITTING

Work Completed to Date: The Determination for Biologically Equivalent or Superior Preservation (DBESP) has been prepared and provided to Caltrans for review and approval and will then be submitted to the resource agencies (U.S. Fish and Wildlife Service and California Department of Fish and Wildlife). It is assumed that MN, under contract to the City, will be responsible for competing all MSHCP related documentation and obtaining all MSHCP related approvals, including identifying and obtaining concurrence and approval regarding all aspects of mitigation for the project. ICF has included hours to provide support to the team for coordination and to provide MSHCP expertise where needed. As it is not known what level of support will ultimately be requested from ICF related to MSHCP compliance, the amount of effort included is an estimate and if additional effort is required then this will be communicated to RCTC and HDR so that an amendment can be provided to address this additional effort.

Regulatory Permitting will require a permit with the California Department of Fish and Wildlife (CDFW) Regional Water Quality Control Board (RWQCB). A Jurisdictional Delineation Verification memorandum will be prepared to confirm/update the jurisdictional waters information included in the Jurisdictional Delineation Report that was approved during the PA/ED phase of the Project. An Approved Jurisdictional Determination Request will be prepared for the submittal to USACE for

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approval, along with an application for a Waste Discharge Requirements permit from the Regional Water Quality Control Board (RWQCB) and Streambed Alteration Agreement from the California Department of Fish and Wildlife (CDFW). It is assumed that the mitigation information and agreements obtained by MN during the DBESP process will be acceptable to RWQCB and CDFW for any impacts to jurisdictional waters. If mitigation acceptable to the resource agencies cannot be identified and negotiated by MN this will not be the responsibility of HDR or ICF. All fees related to MSHCP and Regulatory Permitting will be paid for by the City/RCTC.

Deliverables:

- Draft Jurisdictional Delineation Verification Memorandum for RCTC review and then Caltrans review
- Final Jurisdictional Delineation Verification Memorandum for RCTC review and Caltrans review and concurrence
- Draft Approved Jurisdictional Determination Request for RCTC review and then Caltrans review
- Final Approved Jurisdictional Determination Request for RCTC and Caltrans review and concurrence and submittal to the USACE.
- Draft Waste Discharge Requirements application package for RCTC and then Caltrans review
- Final Waste Discharge Requirements application package for RCTC and Caltrans review and concurrence
- Draft Streambed Alternation Agreement application package for RCTC and then Caltrans review
- Final Streambed Alternation Agreement application package for RCTC and Caltrans review and concurrence

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Task 5 – Right-of-Way Design and Certification

Licensed land surveyors will perform right-of-way engineering, mapping, and field surveys required for this task. This Project will require the acquisition of additional right-of-way. The acquisition process shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, the California Relocation Assistance Law, Title 25 of the California Code of Regulations, California Government Code, Code of Civil Procedure, Caltrans Right of Way and Local Assistance Procedures Manuals, RCTC's Right of Way Policies and Procedures Manual, and corresponding Regulations. RCTC will review and approve all right- of- way-related work and deliverables.

5.1 RIGHT-OF-WAY MAPS

Work Completed to Date: Right-of-way base mapping has been performed and a ROW map is provided in the links to this RFP. Based on the review of the existing documents, if the consultant decides that additional work is necessary to complete the design, the consultant shall include the work in their proposed scope. The completed work should be described in this section.

The Record Landnet and Right-of-Way Base Map prepared during the data collection phase shall

serve as the base map indicating existing features. Right-of-Way Maps shall include the following:

- Consultant shall identify improvements including monument business signs etc. that will be removed and or relocated as a part of the Project.
- Consultant shall perform field boundary surveys for those parcels to be encumbrance by full or partial acquisitions and temporary construction easements. The results of the boundary survey will be shown on a Record of Survey Map. Consultant will prepare a right-of-way maps at a scale approved by Caltrans reflecting right-of-way for the Project, including acquisitions and easements required for maintenance access, drainage, material sites, utilities, and construction work areas, as necessary. The Consultant shall also show access control.

Deliverables:

- *Right-of-Way Map*
- *Record of Survey Map (Pre Construction Record of Survey)*

5.2 APPRAISAL MAPS, PLATS, AND DESCRIPTIONS

Assumption: It is assumed that the activities under Task 5.2.2 in the HDR detailed fee spreadsheet will be completed by others and are excluded from HDR scope.

Work Completed to Date: This portion of the ROW work has not been started yet.

- The Consultant shall hire a Right-of-Way Acquisition Consultant to prepare legal descriptions, plats, deeds, and exhibits/maps for each parcel acceptable to Caltrans and RCTC for conveyance of marketable title interests and for accurate representation of right-of-way necessary for construction of the Project. This applies to both acquisition and closeout/out grant parcel legal descriptions, plats, and deeds.
- The Consultant shall prepare Right-of-Way Appraisal Maps acceptable to Caltrans. Appraisal Maps will include information prepared during the Record Landnet phase and delineate the locations and land area for each acquisition/easement in this project.
- The Consultant will use the Appraisal Map information to prepare legal descriptions, plats, and exhibits/maps acceptable to utility companies (as required) and RCTC for conveyance of marketable title interests and accurate representation of easements necessary for construction of the Project and for out grant parcels during Project closeout.
- A licensed Appraiser hired by the Consultant will be responsible for the preparation of appraisals, including appraisal reviews, as required by Caltrans.
- Consultant shall provide the required documentation to the Appraiser to allow them to prepare the necessary appraisals for any property required for the Project.
- The Consultant shall be responsible for right-of- way negotiations and coordination with RCTC representatives.
- The consultant will provide support in preparation for eminent domain, if necessary.
- The Consultant shall prepare the necessary Caltrans Local Assistance Paperwork associated with utility relocations.

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- The Right-of-Way Consultant shall prepare exhibits and descriptions for Temporary Construction Easements (TCE) to assist the Appraiser and the Consultant in performing appraisals and final property acquisitions.

Deliverables:

- *Right of Way Appraisal Map*
- *Plats and Legal Descriptions*
- *Legal Descriptions & Exhibits*
- *Appraisals and property acquisitions, including eminent domain preparation*
- *Caltrans ROW certification*

Task 6 – Utility Relocation Design and Certification

Work Completed to Date: Some draft level utility design has already been completed as described below. The most current files are provided with links to this RFP. The consultant shall complete the utility design as described in this section.

- Southern California Edison (SCE) – Application, payment, and contract complete. Edison design has not started
- Sewer (City of Beaumont) – Draft 30% level design
- Water (Beaumont Cherry Valley Water District) – Draft 30% level design
- Gas (So Cal Gas) – Coordination has not started. The design to be completed by SCG.
- Storm Drain (RCFC&WCD) – Draft 50% level design – Coordination with Line 2 Project (Separate Consultant) See coordination section of this RFP.
- Dry Utilities (Frontier, Spectrum, ATT, MCI)) – Coordination has not started. The design to be completed by respective owners.

The Consultant shall coordinate with utility owners, RCTC and the City with respect to utility related matters. Consultant shall provide copies of all correspondence with utility companies and other utility related information to the RCTC and the City. Correspondence, as described herein, shall be prepared by the Consultant for either Consultant or RCTC/City signature, as appropriate, as directed by the RCTC Project Manager.

Consultant shall monitor responses of utility notices received and make recommendations for mitigating conflicts. Consultant shall provide written responses to utility companies regarding stated concerns and conduct design coordination meetings with utility companies as needed. Unresolved issues shall be brought to the attention of the City's Project Manager as early as practical. Utility conflict issues shall be resolved prior to the completion of the final design plans as follows:

- Consultant, through City staff, shall request and obtain written acknowledgement of any conflicts from the respective utility owners.
- Reasonable efforts shall be made to accommodate utility company requests for design changes to accommodate their facilities. Consultant understands that the utility companies are generally operating within the City right-of-way but may have prior rights to that of the City in some cases.

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- Consultant to provide technical exhibits, scope descriptions, CAD data and plan references to support utility companies' development of their relocation plan.
- Consultant shall monitor each utility owner that has conflicting facilities and shall obtain relocation plans and other relevant information from utility owner. Consultant shall review and approve relocation plans for conformance with the requirements of the project.
- Consultant will provide support to review and comment on third-party utility design plans provided by the utility companies (SCE, SoCal Gas, Frontier, AT&T etc.). Plan review will consider routes; conflicts with other utilities; impacts to existing and proposed improvements; and potential easements.
- Consultant to develop and update utility relocation schedules with respect to roadway/bridge/rail work.
- Consultant shall coordinate inclusion of special provisions in City's RFP documents for adjustments and relocations of utility facilities as alternate proposal items, if requested by the owning utility. Said work may require that cooperative agreements be prepared by City between the City and the owning utility companies. Consultant shall provide information and exhibits as required to support the preparation of cooperative agreements, if needed.
- Consultant shall make recommendations for special provision language regarding utility issues, recommendations for construction windows of time for utility relocation activities, recommendations for inclusion of utility bid items, etc.
- For utility conflicts with City owned sewer and Beaumont Cherry Valley Water District's water lines, Consultant shall prepare the required relocation plans as necessary to provide biddable Plans and Specifications. The Consultant shall work with the City and the Water District for review and approval of the utility relocation plans.
- For utility conflicts or improvements within properties that will be affected by the Project, the Consultant is responsible for preparing the needed plans for relocation or demolitions and re-establishment (such as water, sewer, electrical services, gas services, and communication).

Consultant shall develop and maintain a master utility matrix throughout the life of the project.

Assumptions:

- The City shall be responsible for any design fees assessed by third-party utility companies.
- Utility Easement Agreements to be provided by the Utility Owner.

Deliverables:

- *Utility coordination meeting agendas and minutes*
- *Preliminary and update schedules*
- *Complete and approved Utility Relocations Designs for each utility*
- *Supporting documentation for cooperative agreements (as required)*
- *Caltrans Utility Certification*

Task 7 – Project Reports

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7.1 WATER QUALITY MANAGEMENT PLAN (WQMP)

Work Completed to Date: A Water Quality Management Plan (WQMP) has not been completed yet. The completed work should be as described in this section.

Consultant will prepare a Water Quality Management Plan (WQMP) for the project as required for urban runoff from municipal separate storm sewer systems (MS4 permit). The scope of the WQMP will include recommendations for post-construction permanent best management practices (BMPs), including source control (structural and non-structural) and treatment BMPs. Recommendations for BMPs will be incorporated into the project's PS&E. This work includes documentation and incorporation of environmental requirements and mitigation measures, NPDES, temporary and permanent BMPs, air/water quality, erosion/sediment control) into the Project construction documents.

Deliverables:

- *Water Quality Management Plan (WQMP)*
- *Temporary Storm Water Pollution Control Plans*
- *Storm Water BMP Plans*
- *Storm Water Data Report (SWDR)*
- *Storm Water Pollution Plan Preparation (SWPPP) - Excluded (assumed to be prepared by the contractor).*

Assumptions:

- Consultant shall provide base Project data (areas, slopes, etc.) for the Storm Water Pollution Prevention Plan (SWPPP). The Contractor shall be required to engage a licensed engineer to prepare the SWPPP.

7.2 HYDROLOGY AND HYDRAULICS REPORT

Work Completed to Date: A Draft Hydrology Report has already been completed, and the files are provided in the links to this RFP. The draft report has not been approved yet by Flood Control. The consultant shall review the existing documents and provide a scope to complete the report with approval from Riverside County Flood Control. The completed work should be as described in this section.

The Hydrology and Hydraulics Report shall quantify the magnitude and frequency of design flows from adjacent areas for the Project area, as well as the peak flows and volumes attributable to the proposed improvements. It will also include a description of the proposed on-site drainage improvements and any treatment Best Management Practices (BMPs) to be incorporated into the design to satisfy National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Permit (MS4 Permit) requirements.

The Consultant will investigate hydrologic and hydraulic features of the site as necessary to accommodate the grade separation.

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Deliverables:

- *Final Hydrology & Hydraulics Report*

Assumptions: HDR will review the draft Hydrology and Hydraulics Report before preparing the final report. Upon review of the draft report, if additional effort is required, then this will be communicated to RCTC so that an amendment can be provided to address this additional effort. A single consolidated report will be provided for all stakeholders.

7.3 TRAFFIC MANAGEMENT PLAN

Work Completed to Date: A Traffic Management Plan has not been completed yet. The completed work should be as described in this section.

A Traffic Management Plan (TMP) will be developed with the objective of the TMP being to provide continuous traffic circulation and access, with adequate space for safe and efficient construction. The TMP will be coordinated with project stakeholders. Development of the staged construction and traffic detours, closures or alterations to traffic patterns will be included.

The TMP shall be developed according to Caltrans TMP Guidelines. TMP strategies include:

- Public Information
- Motorist Information
- Incident Management
- Construction Strategies
- Demand Management
- Alternate Routes

Deliverables:

- *Draft Traffic Management Plan*
- *Final Traffic Management Plan*

7.4 GEOTECHNICAL REPORT

Work Completed to Date: A foundations report for the underpass including geotechnical borings has already been completed and is provided in the links to this RFP. A preliminary foundation report for Retaining Wall No. 3 and 4 was also completed. EMI also completed 13 other borings for the project. Other work described in this section has not been completed. The consultant shall review the existing documents and provide a scope to complete the work. The completed work should be as described in this section.

Consultant shall conduct additional geotechnical investigation consisting of seven borings, and shall report findings to support structures, pavement, and other portions of the Project requiring geotechnical support.

Consultant will provide geotechnical, geologic and seismic design recommendations. Consultant will provide geotechnical and foundation recommendations for roadway, bridge, retaining walls,

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and other structures, as required.

Consultant will prepare a geotechnical, materials and bridge foundation report with information gathered during the site visit and review of existing subsurface data, geotechnical borings, results obtained from the alternative analysis, and the preliminary bridge and retaining wall foundation data.

Geotechnical Field Exploration & Laboratory Testing

It will be the responsibility of the Consultant to notify Underground Service Alert (USA) and provide traffic control. The approved locations will be marked in the field and USA will be notified. Traffic control in the City right-of-way (when required) for the field investigation will be performed in accordance with the California Joint Utility Traffic Control Manual, the Manual on Uniform Traffic Control Devices (MUTCD) and the Standard Specifications for Public Works Construction per City requirements. Traffic control in Caltrans right-of-way will be performed in accordance with Caltrans Standard Plans. Consultant will be allowed to perform borings along Pennsylvania Avenue.

The deep boreholes will be excavated using a truck-mounted rotary-wash drill rig. Soil cuttings will be temporarily stored onsite in 55-gallon drums, tested for contaminants, then disposed offsite. The shallow boreholes will be excavated using a truck-mounted or track-mounted drilling rig equipped with 8-inch diameter hollow-stem augers.

Laboratory Testing

Consultant field personnel will collect soil samples for laboratory testing, including bulk samples of near surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the Consultant laboratory.

Consultant will select representative soil samples for laboratory testing. Various laboratory tests will be performed to determine or derive physical and engineering characteristics of soils. Anticipated laboratory soil tests include: in-situ moisture content and density, grain size distribution, Atterberg limits, direct shear, consolidation, unconsolidated-undrained triaxial, R-value, maximum density and optimum moisture content, and soil corrosion tests. Tests will be conducted in general accordance with California Test methods or ASTM standards.

Preliminary Foundation Reports

PFRs are required for non-standard design elements located within Caltrans right-of-way only. Based on current project layout, Consultant will prepare a Preliminary Foundation Report (PFR) to provide preliminary geotechnical information to assist structural designers in the Type Selection process. These PFRs will be prepared using the available subsurface data and the format will be in accordance with the current Caltrans Guidelines.

Geotechnical Engineering Analyses

Results obtained from the field investigation and laboratory testing will be used to characterize subsurface soils and conditions and create idealized soil profiles for design purposes. The following

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analyses will be performed for the project:

- Evaluation of seismicity and estimation of Peak Ground Acceleration based on the Caltrans design criteria, and recommendations of an ARS curve for the bridge structural design.
- Assessment of soil liquefaction potential, seismic settlement, and lateral spreading.
- Foundation analysis for bridge and retaining walls.
- Assessment of global slope stability and settlement of embankments.
- Evaluation of soil corrosivity conditions and recommendations for mitigation measures.
- Design of pavement structural section in accordance with the Caltrans method.

Report Preparation

Consultant will analyze the results and present them in the geotechnical report. The geotechnical report will be prepared to include recommendations for design and construction of bridge foundations, bridge type selection, earth retaining structures, cut and fill slopes, pavement, and drainage facilities.

It is assumed that Caltrans will review only the improvements in their right-of-way; therefore, a Foundation Report will be prepared for all the retaining walls within Caltrans right-of-way. A Geotechnical Design Report and a Materials Report will be prepared for the improvements within Caltrans right-of-way. A Foundation Report will be prepared for the underpass. A Geotechnical Report will be prepared to include all other improvements within the project. The Foundation Report for non-standard retaining walls within Caltrans right-of-way will be prepared in accordance with the current Caltrans Guideline- Foundation Reports for Earth Retaining Systems (ERS). The Geotechnical Design Report (GDR) will be prepared in accordance with current Caltrans guidelines. The Materials Report will be prepared in accordance with Caltrans Highway Design Manual Topic 114.

Deliverables:

- *Geotechnical Report*
- *Foundation Report (FR)*
- *Geotechnical Design Report (GDR)*
- *Materials Report (MR)*

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7.5 VALUE ANALYSIS STUDY

Per the Caltrans Project Development Procedures Manual (PDPM), the Value Analysis (VA) process utilizes a function-oriented, structured, team approach to solving problems and reducing life-cycle costs by applying techniques that adhere to a formal VA job plan. The HDR team will provide a leader/facilitator, who is a Certified Value Specialist (CVS), to conduct the VA study. This will include preparing support materials and conduct a VA workshop with RCTC. The VA Study will include the following elements:

- Conduct a VA study to comply with the National Highway System (NHS) VA mandate and follow the Caltrans VA methodology as outlined in Chapter 19, "Value Analysis" of the PDPM and

detailed in the Caltrans VA team Guide and Report Guide.

- Provide onsite team leadership and final report documentation for a multi-day Value Analysis workshop.
- Provide a qualified, independent Certified Value Specialist (CVS), certified by SAVE International and a registered Professional Engineer (PE) with a civil/transportation engineering background.
- Provide VA study documentation in accordance with the Caltrans VA Report Guide.
- Coordinate 6-8 additional team members with specific expertise to serve as members of the VA team. The selection of team members will be coordinated with RCTC. The potential team members may include the following disciplines: Highway design, track design, rail structure design, traffic design, traffic analysis, drainage design, general structure design, construction staging, and environmental planning.
- The VA team will conduct a formal presentation summarizing the VA recommendations at the conclusion of the workshop.

Deliverables:

- VA workshop, agenda, presentation materials
- Draft VA Study Report
- Final VA Study Report
- VA Design Implementation (optional); Since the VA design refinements are not yet defined, HDR is assuming a budget as optional and will confirm the effort and final budget after the VA.

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Task 8 – Plans, Specifications, and Estimate (PS&E)

This task shall include detailed engineering calculations, design, construction plans, specifications and special provisions and engineer's construction cost estimate and bid schedule for the project that will enable the City to advertise and award the construction contract for the project.

The responsible Consultant/Engineer shall sign all Plans, Specifications, and Estimates (PS&E) and engineering data furnished by the individual, and where appropriate, indicate the individual's California registration number. The Consultant shall prepare and furnish Special Provisions for items of work included in the plans which are not covered in the Standard Specifications, Caltrans-approved standard special provisions, UPRR Provisions, and RCTC/City approved standard special provisions.

Federal regulations require a Value Analysis study on all federally aided projects with a total cost (construction, right-of-way, and support) exceeding $50 million. The Pennsylvania Avenue Grade Separation will be federally funded and therefore a Value Analysis should be included in this scope.

8.1 CALCULATIONS

Work Completed to Date: Many calculations have already been completed and are provided in the links to this RFP. The consultant shall review the existing documents and provide a scope to complete the work. The completed work should be as described in this section.

All roadway calculations and structural analyses and design will be performed using Caltrans'

current standards and requirements.

Civil/Survey Calculations

The Consultant shall provide the following roadway calculations:

- Geometric traverse and right-of-way
- Template notes and slope staking note.
- Profile
- Grid grades.

Survey calculations shall include measurements of square footage for certain fee takes and the associated closure reports necessary for PS&E.

Quantity calculations shall be submitted with the Cost Estimates.

Calculations shall be submitted at the 60% and 90% milestones and updated as required beyond the 90% milestone. The 60% calculations (Draft) shall undergo a cursory QA/QC review. The 90% (Final) calculations shall be fully checked and reconciled.

Deliverables:

- *Draft Civil/Survey Calculations*
- *Final Civil/Survey Calculations*

Structural Calculations

Structural calculations shall be provided for the bridge and any retaining walls that are not covered by Caltrans Standard Plans or are manufacturer-/contractor-designed retaining walls. AASHTO and Caltrans criteria shall govern the design of the structures.

Calculations shall be submitted at the 65% and 95% milestones and updated as required beyond the 95% milestone. The 65% calculations (Draft) shall undergo a cursory QA/QC review. The 95% (Final) calculations shall be fully checked and reconciled with the Independent Checker.

Supplemental calculations will be submitted at 100% as needed.

Deliverables:

- *Draft Structural Calculations at 65%*
- *Final Structural Calculations at 95%*
- *Supplemental (or Updated) Structural Calculations at 100%*

HDR Independent Peer Review (IPR) for Railroad Bridge and Retaining Walls:

- HDR will provide IPR services for Structures in accordance with this scope of services for the proposed Pennsylvania Avenue Grade Separation project.
- Support IDC in preparing complete and adequate design and details packages for the proposed railroad bridge and railroad live load supporting retaining walls.
- Provide detail checking of calculations and review of submittal documents by IDC for conformance with Union Pacific Railroad (UP) guidelines and requirements.

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HDR Independent Check of Nonstandard Roadway Retaining

Walls:

- HDR will provide an independent design check of nonstandard roadway retaining walls in accordance with this scope of services for proposed Retaining Walls #3 and #4 at the existing Pennsylvania Ave Undercrossing (UC).

Assumptions:

- The nonstandard wall type is assumed to be a soldier pile wall with ground anchors, shown as Alternative 1 in the Type Selection Report, prepared by IDC and dated April 2025.
- Independent checking will commence upon receipt of 65% submittal documents, including the structure plans and foundation reports.
- Independent check comments will be provided to IDC in a comment response matrix (CRM) along with plan review comments.
- Independent check calculations will be provided for the 95% submittal upon completion of design reconciliation
- Independent check calculations and plan review will be provided for the 100% submittal to address designer plan revisions, Caltrans review comments, and any deferred comments from the previous submittal.

Deliverables:

- *95% Independent Check Calculations*
- *100% Independent Check Addendum Calculations*

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8.2 PLAN PREPARATION

Work Completed to Date: Some draft level plans have already been completed and are provided in the links to this RFP. A general list is provided below for reference, plans not described in the list below have not been started yet. The consultant shall review the existing documents and provide a scope to complete the work. The completed work should be as described in this section.

- UPRR Bridge and Structural Plans – Moving towards 60% design approval
- UPRR Track Plans – 90% design completed - Moving towards 100% design approval
- General & Civil Plans – Draft 30% level design
- Water, Sewer, and Storm Drain Plans – Draft 30% level design

Plans shall be prepared and submitted for the 65%, 95%, 100% and Issued for Bid (IFB) (or Final) milestones. All plan checks, except Caltrans, UPRR and CUPC plan reviews, shall be submitted electronically to the City of Beaumont. One (1) set of 24-inch x 36-inch original mylar signed/sealed plans shall be submitted for the IFB submittal.

Plans shall be prepared electronically according to the CADD Standards established in the approved Project Management Plan.

The following sections of this Scope of Services describe specific categories of plans (e.g. Roadway

Plans). Consultant shall not submit plans separately; all plans noted shall be submitted as a combined set at each milestone submittal.

General Plans

General plans may include title sheet, vicinity and location map, sheet index, location map, construction notes, construction legend, standard symbols, telephone numbers of utilities and other affected agencies and businesses, basis of bearing and benchmark, general notes and abbreviations.

Deliverables:

- *65%, 95%, 100% Plans*

Survey Control Plan

Survey and horizontal control plan shall be developed to provide street and rail centerlines and bridge ties to establish project control points.

Deliverables:

- *65%, 95%, 100% Plans*

Right-of-Way Plans

Sheets shall delineate the existing right-of-way, and the acquisitions and easements (specifically Temporary Construction Easements) that are available for the Contractor's use.

Deliverables:

- *65%, 95%, 100% Plans*

Roadway Plans

Roadway or related facilities plans shall be prepared in conformance with the current City Design and Standard Plans for roadway within City right-of-way and shall be per Caltrans standards and requirements within Caltrans right-of-way.

Roadway plans may include:

- Demolition and Removal Plans
- Typical Sections
- Cross Sections
- Plan and Profile
- Intersection Details
- Off-Site Improvement Plans
- Grading Plans
- Erosion Control Plans
- Construction Details

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Deliverables:

- *65%, 95%, 100% Plans*

Railroad Tracks Plans

Railroad tracks or related facilities plans shall be prepared in conformance with the current UPRR and CUPC standards and requirements within UPRR right-of-way.

Railroad plans may include:

- Mainline Tracks Plans
- Shoofly Tracks Plans
- Typical Sections (Mainline & Shoofly)
- Cross Sections (Mainline & Shoofly)
- Plan and Profile (Mainline & Shoofly)
- Geometric Data Table (Mainline & Shoofly)
- Construction phasing plans (Mainline & Shoofly)

Assumptions:

- This Project assumes all design-related considerations will be for the interim condition within the existing UPRR right-of-way
- Final track alignments will match existing track geometry
- No future track alignment design considerations other than the design of the proposed bridge
- Coordination with IDC team for track side drainage underdrains and connection to lateral drains for shoofly phase and temporary wall.
- Assume temporary wall during shoofly phase remains for 100% track design submittal
- Assume 102" master storm drain is constructed prior to shoofly construction
- Pennsylvania Avenue to be closed during duration of construction, therefore no temporary at-grade crossing improvements will be needed. Railroad signal design/relocation is not anticipated for this project. Removal of the existing signal lines at the at-grade crossing will be performed by UPRR forces, and RCTC will reimburse UPRR for this work through the C&M agreement.
- Authorities Having Jurisdiction (AHJ) and design guidelines will be per UPRR only (where applicable)
- Deliverables to be per UPRR Public Projects – Plan Submittal Guidelines
- The scope of work assumes one submittal at each milestone deliverable as defined above

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Deliverables:

- *100% Plans*

Traffic Plans

Traffic plans may include:

- Traffic Signal Plans
- Pavement Delineation & Signage Plans
- Traffic Handling Plans
- Stage Construction Plans
- Detour and Construction Area Sign Plans
- Street Lighting Plans

Traffic Signal Plans will be prepared for the intersections of Pennsylvania Avenue and I-10 EB On ramp and Pennsylvania Avenue and I-10 WB Off ramp.

Stage Construction Plans shall identify the general sequence of work. The Construction Schedule shall be based on the stages shown in the plans.

Detour and Construction Area Signage Plans will be provided showing routing (detours) for any full closures (such as long term, overnight, or weekend closures).

Deliverables:

- *65%, 95% and 100% Plans*

Utility Plans

Consultant shall identify existing utilities based on collected record, survey, and pothole data. Disposition (protect-in-place, abandon, relocate, relocate by others, etc.) of existing utilities shall be identified.

Proposed utility locations shall be based upon the Consultant's designed elements as well as information provided by third-party utility companies, including the undergrounding of electrical, telephone, and cable facilities. Consultant shall design the City Utility relocations per the Cities' standards.

Assumption: HDR assumes that no utility composite plans will be prepared to Caltrans requirements.

Deliverables:

- *65%, 95% and 100% Plans*

Landscaping & Irrigation Plans

Tree Disposition Plans will be prepared per Caltrans standards indicating existing tree locations and attributes. Landscape and Irrigation plans shall be prepared in conformance with City's Specific Plan, City's Water Conservation Ordinance and Caltrans standards and requirements.

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Landscaping Plans shall indicate plant species, sizes, quantities and locations with notes, legends, detailed reference callouts and planting details.

Irrigation Plans shall indicate all components and facilities for a permanent automatic irrigation system to support the improvements. Irrigation systems include, but is not limited to, sprinkler head layout, piping, valves, water supply Point-of-Connection(s), irrigation controllers with notes and callouts. Irrigation system design shall incorporate current industry technology and installation methods to produce an efficient system operating within a public environment. Also included shall be the equipment and material legends, and installation details for proposed irrigation facilities.

Deliverables:

- *65%, 95% and 100% Plans*

Drainage Plans

Plans shall be provided for any proposed storm drain facilities, including Post Construction Structural BMPs. Plan and profile sheets shall be provided for all mainline storm drains. Plans shall include connector pipe profile sheets and miscellaneous construction detail sheets, as required, for detailing connections to existing facilities, and other miscellaneous details.

The primary drainage pipeline for this area is the Line 2 Storm Drain that is currently being designed as a separate project by another consultant. Coordination will be needed with that project to reflect the storm drain appropriately on these plans. Final location of all storm drain inlets and laterals will be designed on this project. Flow volumes and catch basin hydrology must not exceed the capacity and volumes provided in the plans from that project. Design files from that project are provided in the links to this RFP. See the coordination section of the RFP for more details.

Deliverables:

- *65%, 95% and 100% Plans*

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Bridge and Structural Plans

Layout sheets, elevations and details shall be provided for the structure selected in the Structure Type Selection Report.

Caltrans Standard Plans and City/County Standards may be referenced where applicable.
HDR Independent Peer Review (IPR) ***for Railroad Bridge and Retaining Walls***

HDR Activities:

- Perform review of IDC structural drawings at 60% and Final milestones.
- Participate in review comment resolution meetings and follow-up design approach meetings.
- Review and make recommendations on UP review comment responses at 60% and Final milestones.

- Perform red dot checking of IDC structural calculations at 60% and Final milestones.

Deliverables:

- Markups with HDR comments on IDC drawings at 60% (x2) and Final milestones
- Red dot check on IDC calculations at 60% (x2) and Final milestones

Deliverables:

- *65%, 95% and 100% Plans*

Roadway Retaining Wall Plans

Layout sheets, elevations and details shall be provided for the necessary retaining walls on the project. The analysis, design, and layout of retaining wall types are included in this scope. The Consultant shall coordinate with Caltrans on the type of retaining walls needed for this project.

Caltrans Standard Plans and City/County Standards may be referenced where applicable.

Deliverables:

- *35%, 65%, 95% and 100% Plans*

HDR Independent Review:

- At each submittal, HDR will provide a review of the roadway retaining wall plans developed by IDC, for conformance with Caltrans guidelines and requirements.
- HDR will provide a detailed plan review of Retaining Walls #3 and #4 at the existing Pennsylvania Ave Undercrossing (UC) as part of the independent design check described in Task 8.1.

8.3 SPECIFICATIONS

Work Completed to Date: Some draft level specifications have already been completed and are provided in the links to this RFP. The consultant shall review the existing documents and provide a scope to complete the work. The completed work should be as described in this section.

The Consultant shall prepare and furnish Technical Specifications for all items of work included in the plans, including items which are not covered in the Standard Specifications, Caltrans-approved standard special provisions, and UPRR standard special provisions.

Technical Specifications and Special Provisions shall conform to the Greenbook, the City of Beaumont Department of Public Works, and Caltrans Standard Specifications and standards for the bridge and retaining wall portions of the design.

- HDR Review of Project Structure Special Provisions for

  Structure within Caltrans right-of-way:
- HDR will review the project special provisions developed by IDC for the structures within Caltrans right-of-way.
- IDC will remain solely responsible for signing and sealing the structure project special provisions.
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Deliverables:

- *65%, 95% and 100% Specifications*

8.4 COST ESTIMATES

Work Completed to Date: Thirty Percent (50%) level cost estimates have already been completed and are provided in the links to this RFP. The consultant shall review the existing documents and provide a scope to complete the work. The completed work should be as described in this section.

Throughout the development of the PS&E, the Consultant shall update the preliminary cost estimate. For construction costs, Consultant shall provide detailed project quantity estimates and cost estimates at the 65%, 95%, 100%. Bid Schedules shall also be provided with each line item referenced to a payment item in the Specifications.

In addition to construction cost, overall capital costs (including right-of-way and soft costs) shall also be provided at each milestone. Costs other than construction costs will require input and direction from the RCTC/City.

HDR will prepare a set of itemized quantity calculations for Retaining Walls #3 and #4 at the existing Pennsylvania Ave Undercrossing (UC) as part of the independent design check described in Task 8.1.

Deliverables:

- *65%, 95% and 100% Cost Estimates*

8.5 CONSTRUCTION SCHEDULE

Work Completed to Date: A detailed construction schedule has not been provided yet.

The Consultant shall prepare a minimally detailed construction Critical Path Method (CPM) schedule to support the calculation of the number of Working Days for the Project construction. The CPM schedule shall be provided at the 65%, 95%, and 100% milestones.

Deliverables:

- *65%, 95% and 100% Construction Schedule*

Task 9 – Coordination, Agreements, and Permits

This task encompasses coordination with the City and its various departments (such as Public Works, Community Development, Wastewater, Transit, Police etc.), other involved agencies, private property owners and business owners for compatible design and phasing of construction with existing and proposed conditions. This task also encompasses the agreements and permits necessary to design and construct the Project.

Coordination may include:

A. Union Pacific Railroad (UPRR), and the California Public Utilities Commission (CPUC)
B. Caltrans District 8 (Caltrans)

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C. Riverside County Flood Control and Water Conservation District (RCFC&WCD)
D. The Consultant for the Line 2 Storm Drain Project
E. California Department of Fish and Game and Regional Water Quality Control Board
F. Non-City Affiliated Utility Companies (Gas, Frontier, Edison etc.)
G. Property and business owners, and residents

The Consultant shall provide technical support and prepare documents necessary for executing agreements and obtaining permits needed for the construction of the Project. Permits anticipated for the construction of the Project include:

A. UPRR Construction & Maintenance Agreement
B. UPRR Encroachment Permit for Utilities
C. CPUC General Order 88-B Application
D. Caltrans Cooperative Agreement and Baseline Agreement
E. RCFC&WCD Encroachment Permit

Permits necessary for the design of the project shall be obtained by the Consultant (with City assistance, as necessary). Permits anticipated for the design of the Project include:

A. UPRR Right-of-Entry Permit
B. RCFC&WCD No-Fee Access Permit
C. Caltrans Encroachment Permit (for surveying, potholing, etc.)

The Consultant shall provide technical support and required documentation to the Right-of-Way Acquisition Consultant for escrow agreements, temporary and permanent easements, County recordation, all required notices associated with the acquisitions and permits.

RCTC and the City shall pay for (or reimburse consultant) any permit fees required for design and construction including railroad flagging. Consultants should include permit fees in the ODC's for efficiency.

City shall waive (or pay other departments for) any permit fees related to survey, potholing, geotechnical investigation, etc. within City right-of-way.

Deliverables:

- *All permits, as required for design and construction.*

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9.1 UNION PACIFIC RAILROAD (UPRR)

Work Completed to Date: To date the UPRR Right-of-Entry Agreement and the Preliminary Engineering Agreement have been obtained for design. Current Status of UPRR agreements and design is provided in the list below. Existing agreements and UPR plans are provided in the links to this RFP. The consultant shall complete the remaining work as described in this section.

- UPRR Preliminary Engineering Agreement – Completed
- UPRR Right-of-Entry Agreement – Completed
- UPRR Construction and Maintenance Agreement – Cannot initiate until 90% UPRR design is complete
- UPRR Encroachment Permit – Not initiated yet

- UPRR Bridge and Structural Plans – Moving towards 60% design approval
- UPRR Track Plans – Moving towards 90% design approval
- UPRR Drainage Report – 70% Complete

UPRR Encroachment Permit

A UPRR Encroachment Permit is required for the utilities that are proposed to be relocated through the UPRR ROW. This Permit is in addition to the UPRR Construction and Maintenance Agreement, since utilities are not covered under that agreement. This permit is processed through the UPRR real estate group. The consultant is required to perform all work needed to acquire this permit, including applications, UPRR coordination, plan submittals, and UPRR comment responses.

Deliverables:

- *UPRR Encroachment Permit*

UPRR Construction & Maintenance Agreement

Review and approval of the design by UPRR will be required. Formal approval is expected to be provided through execution of a Construction and Maintenance Agreement. The Consultant shall prepare associated exhibits.

Deliverables:

- *Review UPRR Construction & Maintenance Agreement (prepared by UPRR)*

UPRR Design Submittals

The Consultant shall submit plans to UPRR via the City for review and approval. The requirements of the UPRR Guidelines for Railroad Grade Separation Projects shall be followed, which includes the following submittals for Overpass/Underpass structures:

- Final Plans Submittal

The Final Plans submittal shall include the following:

- Applicant response to Railroad review comments on the 30% submittal. The Final Plans submittal shall reflect all previous review comments.
- Design Plans showing a Plan View, Elevation View, Typical Section, Construction Notes and Railroad Profile Grade Diagram.
- Project Specifications and/or Special Provisions, including Railroad coordination requirements.
- Drainage Report (as required).
- Construction phasing plans must show all required phasing, construction procedures, temporary shoring layout, controlling dimensions and elevations.

At the conclusion of plan review and comment resolution, it is expected that UPRR will issue a letter of project acceptance.

Deliverables:

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- *UPRR Final Plans Submittal*

9.2 CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC)

Work Completed to Date: Submittal to CPUC has not been initiated yet. The consultant shall complete the remaining work as described in this section.

The Consultant shall provide the City will the necessary support, applications, drawings, exhibits, meetings, and other material required to obtain CPUC approval. For a General Order 88-B, the application package may include:

- Request to CPUC Staff for Authorization to Alter Highway-Rail Crossing Pursuant to General Order 88-B (Application Form)
- Vicinity Map
- General Plan & Profiles
- CEQA Notice of Exemption
- Traffic Handling Plans
- Interim Conditions

Deliverables:

- *Meeting agenda, meeting poll, presentation, and exhibits for three (3) meetings as follows:*
    - *Virtual Pre-Diagnostic Meeting*
    - *Field Diagnostic Meeting*
    - *Virtual Post-Diagnostic Meeting*
- *CPUC General Order 88- B Application package*

9.3 CALTRANS DISTRICT 8

Work Completed to Date: Current Status of the Caltrans work completed to date is provided in the list below. Existing agreements and Caltrans plans are provided in the links to this RFP. The consultant shall complete the remaining work as described in this section.

- Geometric Approval Drawing (GAD) – 80% Complete
- Design Standard Decision Document (DSDD) – 80% Completed
- Structural Type Selection Report – 70% Complete
- Caltrans QMAP DEER Report – Not initiated yet
- Caltrans NEPA Certification – See Environmental Section for details
- Caltrans PS&E Design Approval – Not initiated yet
- Caltrans Utility & ROW Certification – Not initiated yet
- Caltrans Cooperative Agreement – Draft (50%) in process
- Caltrans Baseline Agreement for funding – Draft (10%) in process

Caltrans serves as the lead agency for NEPA on this project. Caltrans Environmental Certification, ROW Certification, and Utility Certification are required for TCEP federal grant funding. Caltrans will also review the PS&E package for approval of all work within their ROW. A Caltrans Baseline Agreement will need to be completed by June 2026 in order to meet TCEP funding requirements.

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A Caltrans cooperative agreement will also be required.

The Consultant shall complete the Design Engineering Evaluation Report (DEER) and shall support the City in obtaining all remaining design approvals and agreements from Caltrans.

Deliverables:

- *Caltrans Design Engineering Evaluation Report (DEER)*
- *Caltrans Environmental, Utility, and ROW Certification*
- *Caltrans approved PS&E Package for work within Caltrans ROW*
- *Caltrans Cooperative Agreement*
- *Caltrans Baseline Agreement Complete by June 2026*

9.4 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Work Completed to Date: Current Status of the Riverside County Flood Control and Water Conservation District (RCFC&WCD) work completed to date is provided in the list below. Existing reports and permits are provided in the links to this RFP. The consultant shall complete the remaining work as described in this section.

- Hydrology and Hydraulics Report – 50% Complete – Has not been reviewed by Flood Control
- RCFC&WCD Encroachment Permit – Not initiated yet

The Consultant shall assist the City in obtaining an Encroachment Permit for the construction of Storm Drain Facilities. The consultant shall also prepare, submit, and obtain approval of the hydrology and hydraulics report.

Deliverables:

- *RCFC&WCD Encroachment Permit for Construction*
- *RCFC&WCD Approved Hydrology and Hydraulics Report*

9.5 LINE 2 STORM DRAIN PROJECT COORDINATION

Work Completed to Date: This separate project is currently at 60% design level. Existing plans and reports are provided in the links to this RFP.

The Line 2 Storm Drain Project is a separate project that is currently at approximately 60% design. The project is funded by RCFC&WCD as a partner project between Flood Control and the City of Beaumont. RCFC&WCD is funding the design and construction of the project. The design is for a large (102-inch) RCP Storm Drain line that will pass directly down Pennsylvania Avenue under the grade separation, carrying the flows from the grade separation south to the Berkshire Channel (Intersection of 1st Street and Seneca Springs Pkwy). It is anticipated that this project will be constructed ahead of or concurrently with the grade separation project. The consultant shall coordinate closely with the design consultant for Line 2 project in order to complete the hydrology and drainage design for the grade separation project.

Coordination will include the following:

- Regular meetings with the Consultant for the Line 2 Storm Drain Project

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- Provide Design details and updates to the design consultant for inclusion in their design
- Receive design details and updates from the design consultant for inclusion in the grade separation design
- Provide Hydrology report and calculation to the design consultant for inclusion in their design
- Receive Hydrology reports and calculations from the design consultant for inclusion in the grade separation design.

Deliverables:

- *Final Hydrology Report the coordinates with the Master Hydrology Report being prepared with the Line 2 Project*
- *Final Plans and Storm Drain Alignment the coordinates with the Line 2 Project, with well defined scope for what will be constructed with each project.*

9.6 COMMUNITY ENGAGEMENT

Assumption: It is assumed that the activities under Task 9.6 Community Engagement will be handled by others and are excluded from HDR scope.

The Consultant shall coordinate and manage the community engagement component in conjunction with the City. Consultant shall prepare for, schedule, produce, and manage Community Engagement Meetings at key decision points. Renderings for public meetings showing the selected plan shall be provided. The Consultant shall host and/or participate in community meetings, one-on-one meetings with property owners and/or business owners, as well as presentations to the Planning Commission, and City Council during various progress phases. Based on input, the Consultant will incorporate changes to the design (when possible) and present the final schematic design to the Community and City Council using colored interactive viewing/navigation of project design alternatives and phases depicting overall look and feel to aid in stakeholders' and public's understanding of the proposed improvements.

The Consultant will work with the City to develop a detailed outreach approach, which is anticipated to include:

- *Public Outreach Plan:* A detailed Public Outreach Plan will serve as the guiding blueprint and document for informing and engaging the public and project stakeholders.
- *Public Meetings:* Up to four (4) public meetings will be coordinated at strategic times during the project such as when a project milestone is reached or when significant impacts to public safety are expected.
- *Notification:* Consultant will produce, with the City's input, notices to send out to all stakeholders.

Assumptions:

- The Public Outreach Plan will be developed in coordination with RCTC and includes up to three (3) rounds of revisions.
- Up to four (4) Community Outreach Meetings are included in this scope. Includes meeting

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coordination and materials, such as preproduction documents, presentation and talking points, and snacks and beverages for the audience. In-person attendance of (2) two HDR staff members and a certified interpreter.

- Renderings for public meetings shall consist of photo simulations (rendering superimposed on photograph) from ground and aerial perspectives.
- Up to two (2) one-on-one meetings with property and business owners are included in this scope.
- Up to ten (10) in-person presentations to the City Council and RCTC Commission are included in this scope. Includes meeting coordination and materials such as agenda, presentation, and talking points.
- Collateral materials include in-house translation into Spanish. RCTC is responsible for printing coordination and expenses.
- Stakeholder Notices include drafting and graphic design, and up to two (2) rounds of revisions. Include in-house translation into Spanish. Digital format only. Mail and postage are not included.
- Newsletters are intended for City and City's agencies websites. RCTC is responsible for distribution. Includes in-house translation into Spanish.
- Each Social Media Post Set includes up to three (3) different specs. Includes in-house translation into Spanish and graphic design.
- Includes coordinating and attending up to two (2) HDR staff members to up to four (4) pop-up events to leverage Rail Safety Month.
- The infographic video includes up to two (2) rounds of script revisions, in-house translation into Spanish, and two final videos of up to sixty (60) seconds (version in English and Spanish).

Deliverables:

- *One (1) Public Outreach Plan*
- *Up to four (4) Community Outreach Meetings*
- *Up to two (2) In-person Meetings with Property and Business Owners*
- *Up to ten (10) In-person City Council/RCTC Commission Presentations*
- *Up to three (3) Multilingual Collateral Materials (Combination of fact sheet, brochure, and FAQ)*
- *Up to four (4) Notices for Stakeholders*
- *Up to three (3) Newsletters*
- *Up to four (4) Social Media Post Sets*
- *Attendance to up to four (4) Pop-up Events*
- *One (1) Multilingual Infographic Video*

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Task 10 – Bidding Support Services

10.1 BIDDING PHASE SUPPORT

Consultant shall assist the City in providing clarification and prepare information to be used in addenda based on questions that may arise during the bidding process.

Consultant shall attend the pre-bid meeting and assist the City with bid evaluations and recommendation of bid award.

Assumptions:

- This scope includes two (2) addenda and one (1) pre-bid meeting.
- Clarification and addenda for bid questions are included in this scope.
- The city shall prepare, and make available to plan holders, any required addenda.

10.2 CONFORMED PLANS AND SPECIFICATIONS

Consultant shall prepare conformed plans and specifications for use in constructing the project. The Issued for Construction (IFC) conformed plans and specifications shall reflect changes made during bidding and will be noted as a revision to the final design plans.

Assumptions:

- IFC Plans and specifications shall be provided in .pdf format.

Deliverables:

- *IFC Plans*
- *IFC Specifications*

Task 11 – Design Support During Construction (DSDC)

Construction of the project will be the responsibility of RCTC. During the construction phase, CONSULTANT shall work closely with Resident Engineer (RE) within the budget allotted to assist and advise the RE in order to minimize construction conflicts and to expedite project completion.

Pre-Construction Meeting

CONSULTANT will attend the pre-construction meeting.

Partnering Workshop

CONSULTANT will attend a partnering workshop as requested by RCTC.

Shop Drawing and Submittal Review

CONSULTANT will review all submittals and shop drawings. The review of shop drawings shall include bridge working drawing submittals, construction contractor's submittals for substitutions, construction contractor's alternative construction approval, steel layout for structures, independent check of construction contractor's falsework submittal and others as requested by the Resident Engineer.

Additional Drawings at RCTC Request

If requested by RCTC, CONSULTANT will prepare additional drawings and change order-supporting documents. Any such additional drawings constitute extra work; therefore, prior approval from RCTC is required.

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Site Visits

CONSULTANT will visit the job site as requested by RCTC.

Respond to Inquiries/RFIs

CONSULTANT will draft responses to contractor inquiries and RFIs as requested by the Resident Engineer.

As-Builts

CONSULTANT will be responsible for preparing as-builts plans, signed and stamped by CONSULTANT and submitted to RCTC.

Deliverables:

- As-Built plans, hard copy and electronic DWG format – 1 set

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EXHIBIT "B"

SCHEDULE OF SERVICES

[attached behind this page]

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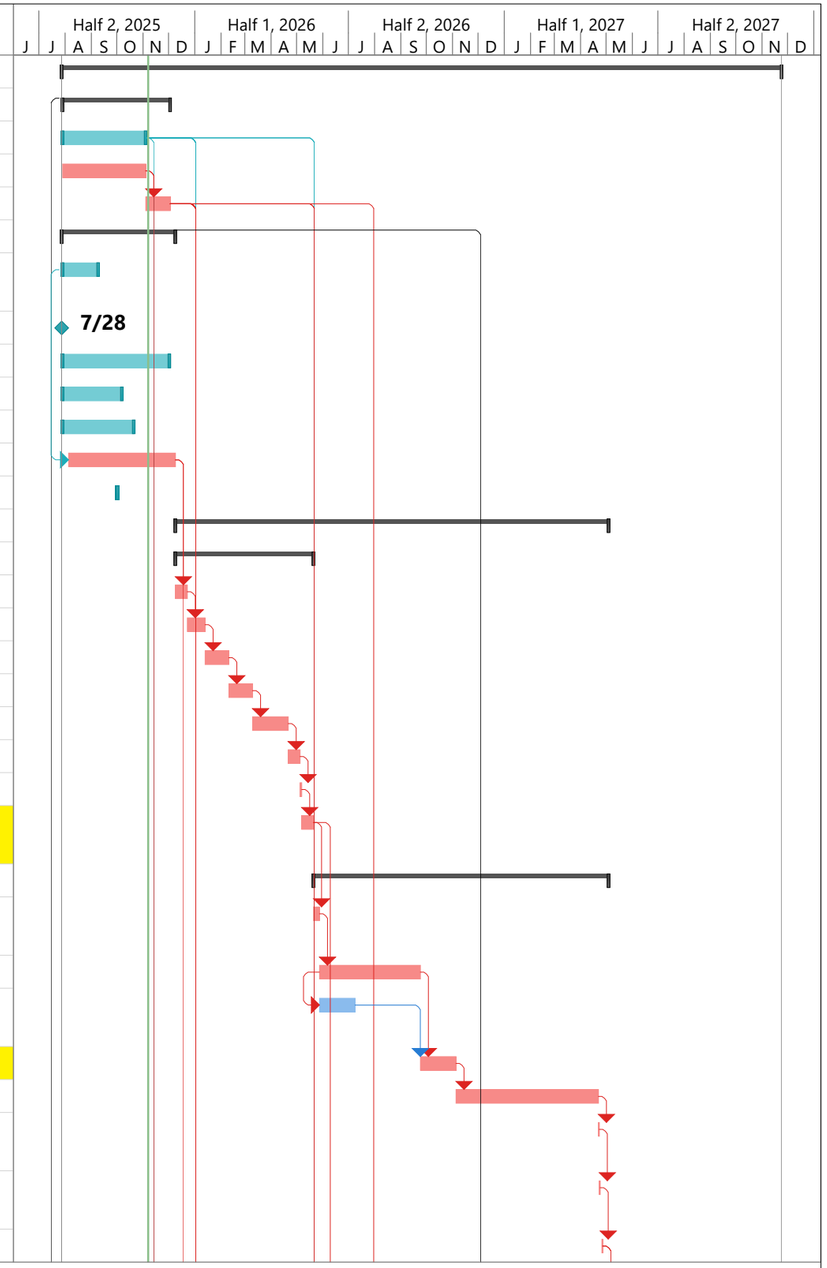
ID	Task Mode	Task Name	Duration	Start	Finish	Notes
1		**Pennsylvania**	**607 days**	**Mon 7/28/25**	**Tue 11/23/27**	
2		**Finalize Design**	**91 days**	**Tue 7/29/25**	**Tue 12/2/25**	
3		GAD	70 days	Tue 7/29/25	Mon 11/3/25	
4		DSDD	70 days	Tue 7/29/25	Mon 11/3/25	
5		Type Selection (Caltrans)	21 days	Tue 11/4/25	Tue 12/2/25	
6		**Environmental Clearance**	**96 days**	**Mon 7/28/25**	**Mon 12/8/25**	
7		Biology and Cultural Technical Studies	30 days	Tue 7/29/25	Mon 9/8/25	
8		Noise Study	0 days	Mon 7/28/25	Mon 7/28/25	
9		Air quality	90 days	Tue 7/29/25	Mon 12/1/25	
10		Section 106 Consultation	50 days	Tue 7/29/25	Mon 10/6/25	
11		Water Quality Questionnaire	60 days	Tue 7/29/25	Mon 10/20/25	
12		NEPA CE	90 days	Tue 8/5/25	Mon 12/8/25	
13		CEQA NOE Filing	1 day	Wed 10/1/25	Wed 10/1/25	
14		**Utility Coordination**	**365 days**	**Tue 12/9/25**	**Mon 5/3/27**	
15		**Utility Conflicts**	**117 days**	**Tue 12/9/25**	**Wed 5/20/26**	
16		Obtain As-Builts	10 days	Tue 12/9/25	Mon 12/22/25	
17		Prepare Utility Base Map	15 days	Tue 12/23/25	Mon 1/12/26	
18		Determine Preliminary Utility Conflicts	20 days	Tue 1/13/26	Mon 2/9/26	
19		Prepare Draft Utility Conflict Matrix	20 days	Tue 2/10/26	Mon 3/9/26	
20		Utility Potholing	30 days	Tue 3/10/26	Mon 4/20/26	
21		Update Utility Conflict Matrix	10 days	Tue 4/21/26	Mon 5/4/26	
22		Review Utility Conflicts with RCTC	2 days	Tue 5/5/26	Wed 5/6/26	
23		Provide Conflict Matrix and Exhibits to RCTC for Utility Coordination	10 days	Thu 5/7/26	Wed 5/20/26	FF 65% - 5/21/26
24		**Utility Relocation**	**248 days**	**Thu 5/21/26**	**Mon 5/3/27**	
25		Prepare & Issue Relocation Claim Letters to Owners	5 days	Thu 5/21/26	Wed 5/27/26	
26		Coordination with Utility Companies	85 days	Thu 5/28/26	Wed 9/23/26	
27		Determine Prior Rights for Relocations	30 days	Thu 5/28/26	Wed 7/8/26	
28		Obtain Relocation Plans from Others	30 days	Thu 9/24/26	Wed 11/4/26	11/5 - PS&E 95% Complete
29		Draft Utility Agreements	120 days	Thu 11/5/26	Wed 4/21/27	
30		Committee Approval of Utility Agreements	1 day	Thu 4/22/27	Thu 4/22/27	
31		Commission Approval of Utility Agreements	1 day	Fri 4/23/27	Fri 4/23/27	
32		Execute Utility Agreements	1 day	Mon 4/26/27	Mon 4/26/27	



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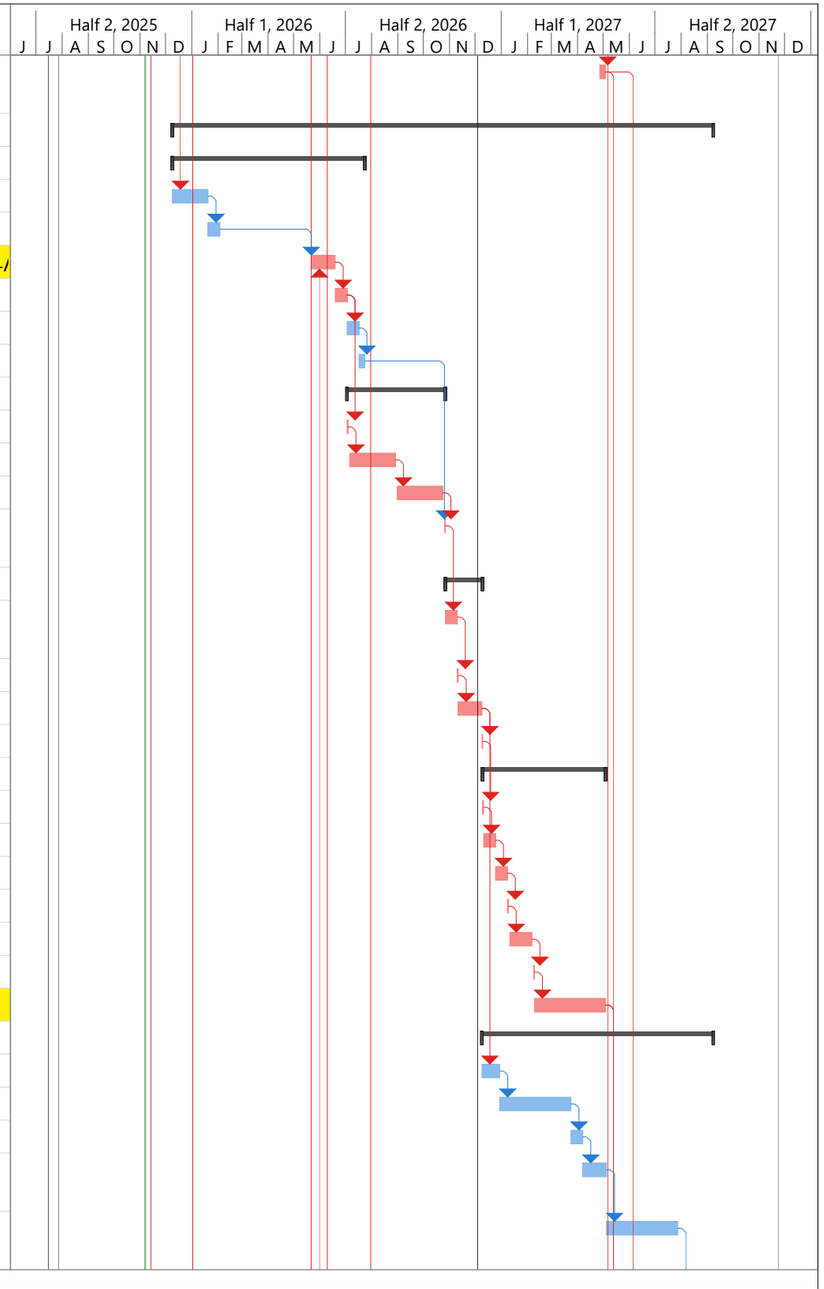
Task	Inactive Task	Manual Summary Rollup	External Milestone	Manual Progress	
Split	Inactive Milestone	Manual Summary	Deadline		
Milestone	Inactive Summary	Start-only	Critical		
Summary	Manual Task	Finish-only	Critical Split		
Project Summary	Duration-only	External Tasks	Progress		

ID	Task Mode	Task Name	Duration	Start	Finish	Notes
33		Draft & Issue Notice to Owner to Relocate	5 days	Tue 4/27/27	Mon 5/3/27	
34		**ROW**	**456 days**	**Tue 12/9/25**	**Tue 9/7/27**	
35		**ROW Engineering**	**163 days**	**Tue 12/9/25**	**Thu 7/23/26**	
36		Order and Review Title Reports	30 days	Tue 12/9/25	Mon 1/19/26	
37		Prepare LandNet Map	10 days	Tue 1/20/26	Mon 2/2/26	
38		Prepare ROW Requirement Map	20 days	Fri 5/22/26	Thu 6/18/26	SS 65% after CT Review (5/21/
39		Prepare ROW Appraisal Map	10 days	Fri 6/19/26	Thu 7/2/26	
40		Prepare Legal Descriptions and Plat Maps	10 days	Fri 7/3/26	Thu 7/16/26	
41		Finalize Legal Descriptions and Plat Maps	5 days	Fri 7/17/26	Thu 7/23/26	
42		**ROW Appraisals**	**82 days**	**Fri 7/3/26**	**Mon 10/26/26**	
43		Order Appraisals	1 day	Fri 7/3/26	Fri 7/3/26	
44		Appraisals in Process	40 days	Mon 7/6/26	Fri 8/28/26	
45		Order Appraisal Reviews	40 days	Mon 8/31/26	Fri 10/23/26	
46		Appraisals and Appraisal Reviews Approved	1 day	Mon 10/26/26	Mon 10/26/26	
47		**ROW Offers**	**32 days**	**Tue 10/27/26**	**Wed 12/9/26**	
48		Generate Offer Letters/Packages for Land Acquisition	10 days	Tue 10/27/26	Mon 11/9/26	
49		Present Offers to Land Owners	1 day	Tue 11/10/26	Tue 11/10/26	
50		Land Owner Review	20 days	Wed 11/11/26	Tue 12/8/26	
51		Land Owner Decision	1 day	Wed 12/9/26	Wed 12/9/26	
52		**ROW Negotiations**	**103 days**	**Thu 12/10/26**	**Mon 5/3/27**	
53		Land Owner Rejects Original Offer	1 day	Thu 12/10/26	Thu 12/10/26	
54		Land Owner Appraisal Review	10 days	Fri 12/11/26	Thu 12/24/26	
55		Revise Offer Letter/Package for Land Acquisition	10 days	Fri 12/25/26	Thu 1/7/27	
56		Deliver Revised Offer Letter to Land Owner	1 day	Fri 1/8/27	Fri 1/8/27	
57		Revised Land Owner Review	20 days	Mon 1/11/27	Fri 2/5/27	
58		Revised Land Owner Decision	1 day	Mon 2/8/27	Mon 2/8/27	
59		Settlement and Close of Escrow	60 days	Tue 2/9/27	Mon 5/3/27	Target (5/11/27)
60		**Condemnation (What-If)**	**195 days**	**Wed 12/9/26**	**Tue 9/7/27**	
61		Prepare Notices of Resolution of Necessity	15 days	Wed 12/9/26	Tue 12/29/26	
62		Resolution of Necessity Hearing	60 days	Wed 12/30/26	Tue 3/23/27	
63		File Condemnation Action	10 days	Wed 3/24/27	Tue 4/6/27	
64		Filing of Lawsuit and Serve Motion for Possession	20 days	Wed 4/7/27	Tue 5/4/27	
65		Hearing on Motion for Prejudgment Possession	60 days	Wed 5/5/27	Tue 7/27/27	



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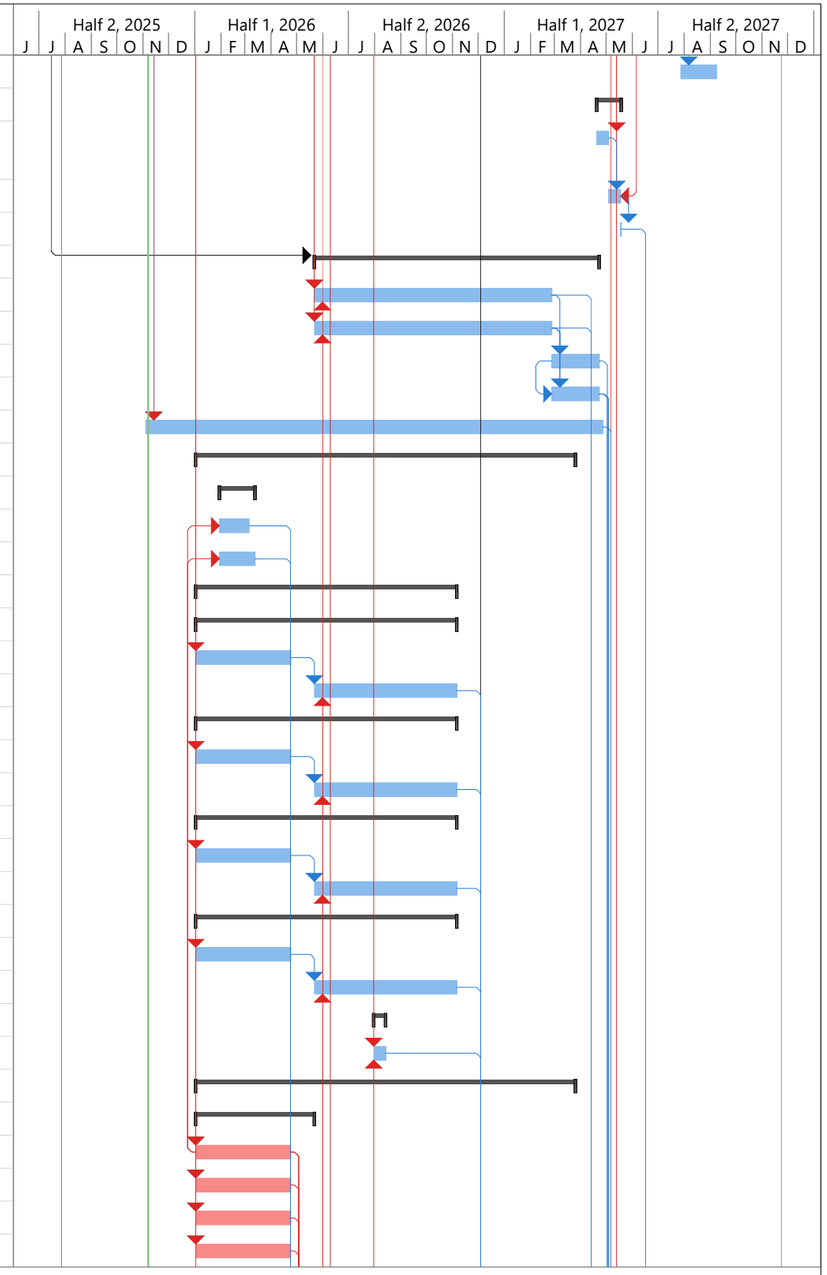
Task	Inactive Task	Manual Summary Rollup	External Milestone	Manual Progress	
Split	Inactive Milestone	Manual Summary	Deadline		
Milestone	Inactive Summary	Start-only	Critical		
Summary	Manual Task	Finish-only	Critical Split		
Project Summary	Duration-only	External Tasks	Progress		

ID	Task Mode	Task Name	Duration	Start	Finish	Notes
66		Effective Dat of Order of Possession	30 days	Wed 7/28/27	Tue 9/7/27	
67		**ROW Certification**	**21 days**	**Tue 4/20/27**	**Tue 5/18/27**	
68		Prepare and Finalize ROW Certification	10 days	Tue 4/20/27	Mon 5/3/27	
69		Caltrans Review and Approval	10 days	Tue 5/4/27	Mon 5/17/27	
70		Submit Signed ROW Certification	1 day	Tue 5/18/27	Tue 5/18/27	Orign 4/29/27
71		**UP Review and Approval**	**240 days**	**Fri 5/22/26**	**Thu 4/22/27**	
72		UP Track Design and Approval	200 days	Fri 5/22/26	Thu 2/25/27	Target Finish 3/25/27
73		UP Bridge Design and Approval	200 days	Fri 5/22/26	Thu 2/25/27	
74		UP Utility Agreement	40 days	Fri 2/26/27	Thu 4/22/27	
75		C&M Agreement	40 days	Fri 2/26/27	Thu 4/22/27	
76		DEER	385 days	Tue 11/4/25	Mon 4/26/27	
77		**PS&E Package**	**320 days**	**Fri 1/2/26**	**Thu 3/25/27**	
78		**2.0 Survey and Aerial Mapping**	**30 days**	**Fri 1/30/26**	**Thu 3/12/26**	
79		2.1 Aerial Mapping	25 days	Fri 1/30/26	Thu 3/5/26	
80		2.2 Engineering Surveys (Supplemental Topo)	30 days	Fri 1/30/26	Thu 3/12/26	
81		**7.0 Project Reports**	**220 days**	**Fri 1/2/26**	**Thu 11/5/26**	
82		**7.1 Water Quality Management Plan**	**220 days**	**Fri 1/2/26**	**Thu 11/5/26**	
83		Draft WQMP	80 days	Fri 1/2/26	Thu 4/23/26	
84		Final WQMP	120 days	Fri 5/22/26	Thu 11/5/26	
85		**7.2 H&H Report**	**220 days**	**Fri 1/2/26**	**Thu 11/5/26**	
86		Draft H&H Report	80 days	Fri 1/2/26	Thu 4/23/26	
87		Final H&H Report	120 days	Fri 5/22/26	Thu 11/5/26	
88		**7.3 TMP**	**220 days**	**Fri 1/2/26**	**Thu 11/5/26**	
89		Draft TMP	80 days	Fri 1/2/26	Thu 4/23/26	
90		Final TMP	120 days	Fri 5/22/26	Thu 11/5/26	
91		**7.4 Geotechnical Reports**	**220 days**	**Fri 1/2/26**	**Thu 11/5/26**	
92		Draft Geotechnical Reports	80 days	Fri 1/2/26	Thu 4/23/26	
93		Final Geotechnical Reports	120 days	Fri 5/22/26	Thu 11/5/26	
94		**7.5 Value Analysis**	**10 days**	**Fri 7/31/26**	**Thu 8/13/26**	
95		Value Analysis Workshop & Reports	10 days	Fri 7/31/26	Thu 8/13/26	
96		**8.0 Plans, Specifications and Estimates**	**320 days**	**Fri 1/2/26**	**Thu 3/25/27**	
97		**65% PS&E Milestone**	**100 days**	**Fri 1/2/26**	**Thu 5/21/26**	
98		Roadway Plans	80 days	Fri 1/2/26	Thu 4/23/26	
99		Roadway Structures	80 days	Fri 1/2/26	Thu 4/23/26	
100		UPRR Plans	80 days	Fri 1/2/26	Thu 4/23/26	
101		UPRR Structures	80 days	Fri 1/2/26	Thu 4/23/26	



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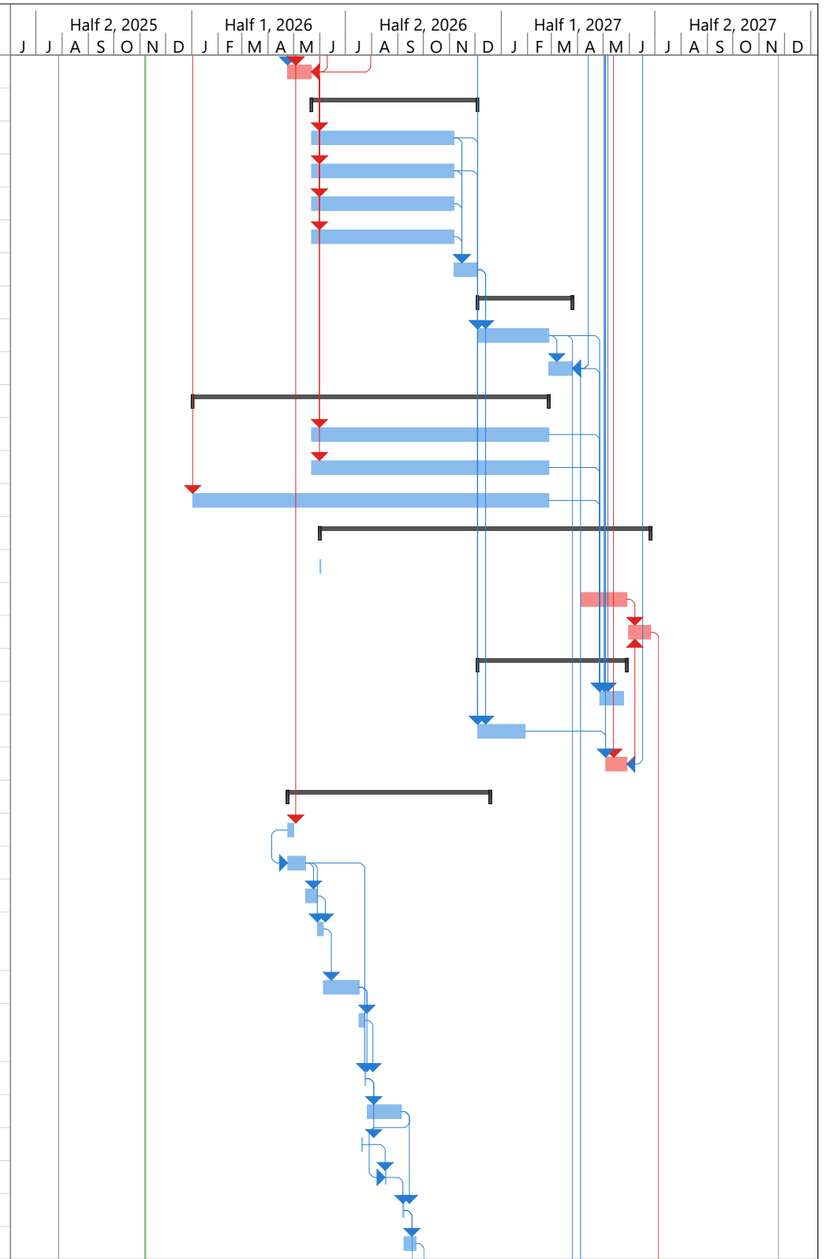
Task	Inactive Task	Manual Summary Rollup	External Milestone	Manual Progress
Split	Inactive Milestone	Manual Summary	Deadline	
Milestone	Inactive Summary	Start-only	Critical	
Summary	Manual Task	Finish-only	Critical Split	
Project Summary	Duration-only	External Tasks	Progress	

ID	Task Mode	Task Name	Duration	Start	Finish	Notes
102		RCTC, City and Caltrans Review	20 days	Fri 4/24/26	Thu 5/21/26	
103		**95% PS&E Milestone**	**140 days**	**Fri 5/22/26**	**Thu 12/3/26**	
104		Roadway Plans	120 days	Fri 5/22/26	Thu 11/5/26	
105		Roadway Structures	120 days	Fri 5/22/26	Thu 11/5/26	
106		UPRR Plans	120 days	Fri 5/22/26	Thu 11/5/26	
107		UPRR Structures	120 days	Fri 5/22/26	Thu 11/5/26	
108		RCTC, City and Caltrans Review	20 days	Fri 11/6/26	Thu 12/3/26	
109		**100% PS&E Milestone**	**80 days**	**Fri 12/4/26**	**Thu 3/25/27**	
110		100% PS&E Package	60 days	Fri 12/4/26	Thu 2/25/27	
111		RCTC, City and Caltrans Review & Approval	20 days	Fri 2/26/27	Thu 3/25/27	
112		**9.0 Coordination, Agreements, and Permits**	**300 days**	**Fri 1/2/26**	**Thu 2/25/27**	
113		9.2 CPUC	200 days	Fri 5/22/26	Thu 2/25/27	
114		9.4 RCFCD and WCD Encroachment Permit	200 days	Fri 5/22/26	Thu 2/25/27	
115		9.5 Line 2 Storm Drain Project Coordination	300 days	Fri 1/2/26	Thu 2/25/27	
116		**CTC**	**280 days**	**Mon 6/1/26**	**Fri 6/25/27**	
117		CTC Allocation Extension Request	1 day	Mon 6/1/26	Mon 6/1/26	
118		CTC Meeting Package Due	40 days	Mon 4/5/27	Fri 5/28/27	
119		CTC Meeting	20 days	Mon 5/31/27	Fri 6/25/27	
120		**RTL Package**	**126 days**	**Fri 12/4/26**	**Fri 5/28/27**	
121		PS&E Certification	20 days	Tue 4/27/27	Mon 5/24/27	
122		Environmental Revalidation/Certification	40 days	Fri 12/4/26	Thu 1/28/27	
123		ROW and Utility Certification	19 days	Tue 5/4/27	Fri 5/28/27	Target (5/31/27)
124		**CM Procurement Schedule**	**171 days**	**Fri 4/24/26**	**Fri 12/18/26**	
125		Agreement Summary Sheet	5 days	Fri 4/24/26	Thu 4/30/26	
126		Review and Finalize ICE/SOW/RFQ	15 days	Fri 4/24/26	Thu 5/14/26	
127		Submit to GCAP	10 days	Fri 5/15/26	Thu 5/28/26	
128		RCTC/Bechtel Internal Review of GCAP DBE	5 days	Fri 5/29/26	Thu 6/4/26	
129		Caltrans Review of DBE Goal	30 days	Fri 6/5/26	Thu 7/16/26	
130		RCTC/Bechtel Internal Review of Caltrans DBE	5 days	Fri 7/17/26	Thu 7/23/26	
131		Release Date/Advertise	1 day	Fri 7/24/26	Fri 7/24/26	
132		Consultant prepare Proposal	30 days	Mon 7/27/26	Fri 9/4/26	
133		Pre-Proposal Conference	1 day	Mon 7/20/26	Mon 7/20/26	
134		Request for Clarification Due	1 day	Mon 8/17/26	Mon 8/17/26	
135		Proposal Deadline	1 day	Mon 9/7/26	Mon 9/7/26	
136		Evaluation (Short List)	10 days	Tue 9/8/26	Mon 9/21/26	



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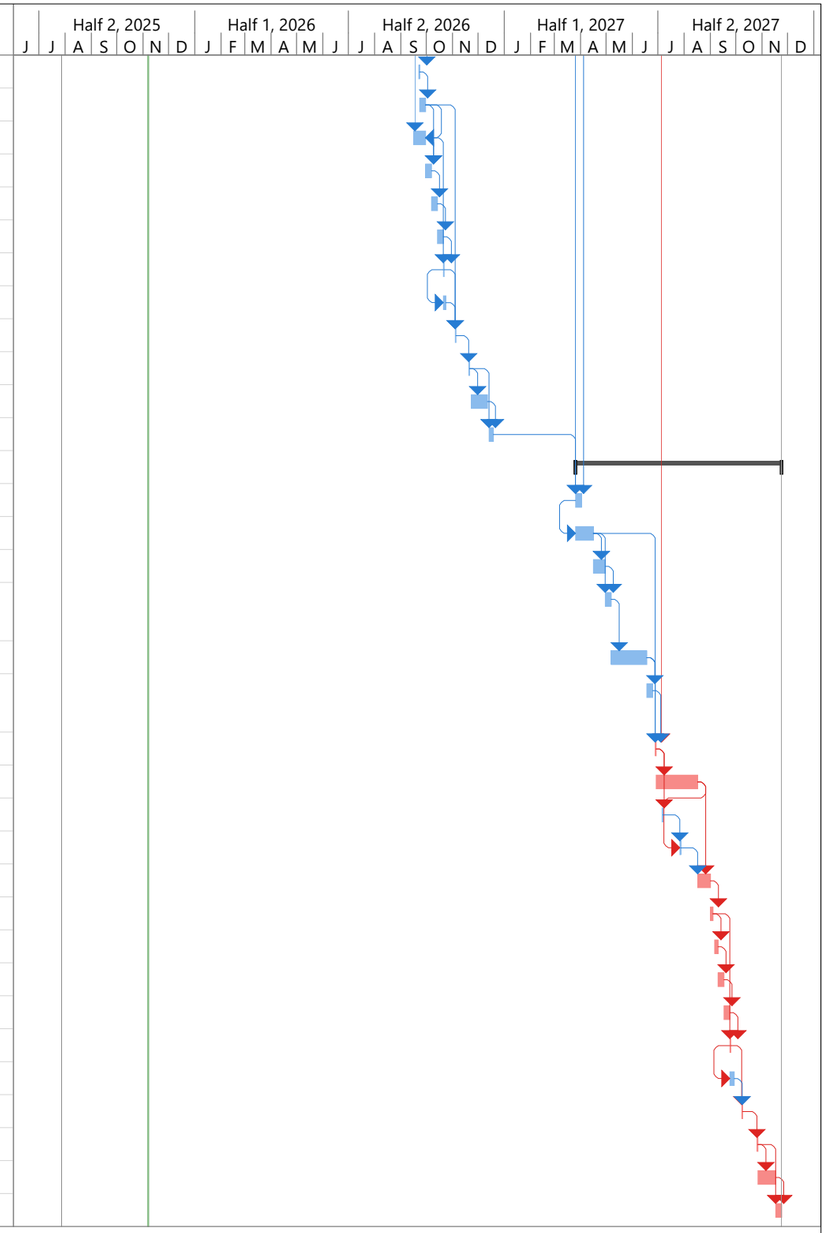
Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Critical
Critical Split
Progress
Manual Progress

ID	Task Mode	Task Name	Duration	Start	Finish	Notes
137		Interviews	1 day	Tue 9/22/26	Tue 9/22/26	
138		Final Evaluation Meeting	5 days	Wed 9/23/26	Tue 9/29/26	
139		Prepare Staff Report	10 days	Wed 9/16/26	Tue 9/29/26	
140		PM Reviews Staff Report	5 days	Wed 9/30/26	Tue 10/6/26	
141		Bechtel Director Review	5 days	Wed 10/7/26	Tue 10/13/26	
142		Project Delivery Director Review	5 days	Wed 10/14/26	Tue 10/20/26	
143		Final Committee Report Due	1 day	Wed 10/21/26	Wed 10/21/26	
144		Finance Review	3 days	Wed 10/21/26	Fri 10/23/26	
145		Target Award Date - Committee	1 day	Wed 11/4/26	Wed 11/4/26	
146		Target Award Date - Commission	1 day	Fri 11/20/26	Fri 11/20/26	
147		RCTC Internal Audit	15 days	Mon 11/23/26	Fri 12/11/26	
148		Notice of Award/NTP	5 days	Mon 12/14/26	Fri 12/18/26	
149		**Construction Procurement Schedule**	**173 days**	**Fri 3/26/27**	**Tue 11/23/27**	
150		Agreement Summary Sheet	5 days	Fri 3/26/27	Thu 4/1/27	
151		Review and Finalize ICE/SOW/RFQ	15 days	Fri 3/26/27	Thu 4/15/27	
152		Submit to GCAP	10 days	Fri 4/16/27	Thu 4/29/27	
153		RCTC/Bechtel Internal Review of GCAP DBE	5 days	Fri 4/30/27	Thu 5/6/27	
154		Caltrans Review of DBE Goal	30 days	Fri 5/7/27	Thu 6/17/27	
155		RCTC/Bechtel Internal Review of Caltrans DBE	5 days	Fri 6/18/27	Thu 6/24/27	
156		Release Date/Advertise IFB	1 day	Mon 6/28/27	Mon 6/28/27	
157		Consultant prepare Proposal	35 days	Tue 6/29/27	Mon 8/16/27	
158		Pre-Bid Conference	1 day	Tue 7/6/27	Tue 7/6/27	
159		Request for Clarification Due	1 day	Tue 7/27/27	Tue 7/27/27	
160		Bid Deadline	11 days	Tue 8/17/27	Tue 8/31/27	
161		Prepare Staff Report	3 days	Wed 9/1/27	Fri 9/3/27	
162		PM Reviews Staff Report	4 days	Mon 9/6/27	Thu 9/9/27	
163		Bechtel Director Review	5 days	Fri 9/10/27	Thu 9/16/27	
164		Project Delivery Director Review	5 days	Fri 9/17/27	Thu 9/23/27	
165		Final Committee Report Due	1 day	Fri 9/24/27	Fri 9/24/27	
166		Finance Review	3 days	Fri 9/24/27	Tue 9/28/27	
167		Target Award Date - Committee	1 day	Fri 10/8/27	Fri 10/8/27	
168		Target Award Date - Commission	1 day	Tue 10/26/27	Tue 10/26/27	
169		RCTC Internal Audit	15 days	Wed 10/27/27	Tue 11/16/27	
170		Notice of Award/NTP	5 days	Wed 11/17/27	Tue 11/23/27	



Project: Pennsylvania Aggressiv
Date: Fri 11/7/25

Task	Inactive Task	Manual Summary Rollup	External Milestone	Manual Progress	
Split	Inactive Milestone	Manual Summary	Deadline		
Milestone	Inactive Summary	Start-only	Critical		
Summary	Manual Task	Finish-only	Critical Split		
Project Summary	Duration-only	External Tasks	Progress		

EXHIBIT "C"

COMPENSATION PROVISIONS

[attached behind this page]

DRAFT

EXHIBIT "C"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
	Prime Consultant:	
Prime Firm	HDR	$5,874,301
	TOTAL COSTS	$5,874,301

[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

AGENDA ITEM 11

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	December 10, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Matt Wallace, Deputy Director of Administrative Services Lisa Mobley, Director of Administrative Services/Clerk of the Board
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Adopt Resolution No. 25-009 Related to Procurement Policy Manual

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Approve the revised Riverside County Transportation Commission (RCTC) and Western Riverside County Regional Conservation Authority (RCA) Procurement Policy Manual (PPM) for the procurement and contracting activities undertaken by the agencies, pursuant to legal counsel review as to conformance to state and federal law; and
2) Adopt Resolution No. 25-009, "*Resolution of the Riverside County Transportation Commission Regarding the Revised Procurement Policy Manual*".

BACKGROUND INFORMATION:

RCTC's initial PPM was adopted in April 2007 to set forth a general procurement policy and set of standards governing the conduct of RCTC procurement activities and of RCTC personnel engaged in those activities. Since the initial adoption of the PPM, RCTC adopted several revisions to update the PPM as a comprehensive document and to comply with the Federal Transit Administration; Federal Highway Administration; Caltrans; Office of Management and Budget's issuance of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance); RCTC regulations; and best practices. The latest revision to the PPM occurred after RCTC and RCA entered into the Implementation and Management Services Agreement (Agreement). At that point, the PPM was amended, effective March 2021, to combine the existing RCTC policies with RCA's procurement policies to provide for a comprehensive policy for both agencies.

The PPM policies are intended to maintain the integrity of RCTC's and RCA's procurement processes, while ensuring that purchases are made in a cost effective, timely manner; with fair and open competition; and in accordance with all applicable laws and regulations. The objectives of the PPM are to:

1. Maximize the value received for expenditure of public funds;

2. Protect assets and/or services purchased with public funds and ensure their application in RCTC's and RCA's interests;
3. Provide all vendors an equal opportunity to provide needed goods and/or services;
4. Protect the integrity and reputation of RCTC, RCA and their officers, and employees; and
5. Ensure compliance with state and federal funding requirements, as applicable.

The PPM has successfully guided RCTC's procurements for design-build, construction, preliminary engineering, and professional services as well as supplies, equipment, and materials, and RCA's procurements for needed services and supplies.

Staff and legal counsel have reviewed the PPM and identified several updates necessary to ensure consistency with the Commission's current organizational structure, federal requirements, and operational needs. Approval of the PPM will ensure that the PPM policies remain current, efficient, and legally compliant.

DISCUSSION:

Since the last adoption to the PPM in February 2021 (effective March 2021), several updates are necessary to reflect changes in organizational structure, federal procurement thresholds, and internal practices.

Procurement Policies

The following is an overview of the primary changes to the PPM:

Chapter 2 – Procurement Generally

- **Section 1(C) – Commission Controls**: Responsibility for ensuring that each Agency's procurement process is in accordance with applicable laws, regulations, and the PPM has been changed from Chief Financial Officer to the Director of Administrative Services/Clerk of the Board to align with RCTC's organizational structure effective July 2024.

- **Section 1(G) – Approval Limits and Solicitation Types:** RCTC's procurement thresholds for services have been modified to increase the micro-purchase threshold from $10,000 to $15,000, small purchase threshold from $250,000 to $350,000, and formal procurement threshold to be greater than $350,000. This change is recommended to be consistent with the Federal Acquisition Regulation: Inflation Adjustment of Acquisition-Related Thresholds effective October 1, 2025.

- **Section 2 – Procurement Officer – Designation and Delegation:** The designated Procurement Officer has been changed from the Deputy Director of Financial Administration to the Deputy Director of Administrative Services to align with RCTC's organizational structure effective July 2024.

- **Section 12(B.1.) – Duties of Commission Staff Regarding Procurements:** Modified language has been included to align with changes to the Uniform Guidance.

- **Section 12(B.2.) – Duties of Commission Staff Regarding Procurements (for RCTC):** Construction Change Order approval limits have been modified. Any change order exceeding $100,000 but no greater than $350,000 requires approval by the Project Delivery Director or the Toll Program Director. Any change order greater than $350,000 requires approval by the Executive Director. Additionally, requirements for non-construction change orders for Toll Operations have been added which follow the same authorization limits as the construction change orders. Any such authority must be exercised within single signature authority or Commission authorized contingency.

- **Section 17 – Protest Procedures** – Procedures for protests of RCTC procurements has been modified. The protest procedures have been revised to separately address protests regarding the solicitation requirements, which must be filed during the solicitation period, and protests following solicitation opening. The timing for protests have been revised to require the protest to be filed within five calendar days of final addendum for protests of the solicitation requirements, and within ten calendar days of issuance of a recommendation for award for protests of a bid or proposal. Additional modifications were made to clarify the protest process. Language was also added to clarify that if solicitation documents include protest procedures, the procedures in the solicitation documents will govern over the procedures in the PPM.

Chapter 4 – Alternate Delivery Contracts:

This chapter is related to various alternative delivery methods authorized for RCTC use under state law including Design-Build and Construction Manager/General Contractor (CM/GC). Since the last time the PPM was updated, RCTC was granted authority under state law for use of the Progressive Design-Build method. This chapter has been modified to include Progressive Design-Build as an alternative delivery method authorized under the PPM for RCTC's use. Since additional alternative delivery authority may be granted to RCTC prior to the next PPM update, this chapter has also been modified to allow RCTC to utilize any alternate delivery method authorized by state law, even if not explicitly defined in the PPM.

Chapter 8 – References to Applicable Laws/Regulations

This chapter addresses various federal funding source laws and regulations. Section 5 of this Chapter has been modified to remove language limiting inclusion of geographical preferences in procurements. The Section is now marked as reserved. The limitation on geographical preferences was included in the PPM because it was required by the Uniform Guidance for federally funded procurements. However, the limitation was removed in a recent update of the Uniform Guidance, and therefore is being removed from the PPM. Most of this chapter is inapplicable to the RCA, as RCA does not receive FHWA or FTA funds; however, a general reference is included regarding RCA compliance with grant requirements.

SUMMARY AND FISCAL IMPACT:

Staff recommends approval of the PPM and adoption of Resolution No. 25-009 to update its procurement policies and to be consistent with federal acquisition regulations.

There is no fiscal impact related to the approval and adoption of these policies; the approval by the Commission or Executive Director, as provided in the PPM, of agreements and commitments from specific procurement activities results in a direct fiscal impact.

Attachments:

1) Resolution No. 25-009, "*Resolution of the Riverside County Transportation Commission Regarding the Revised Procurement Policy Manual*"
2) Riverside County Transportation Commission and Western Riverside County Regional Conservation Authority Procurement Policy Manual (Revised December 2025)

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

In Favor: 9 Abstain: 0 No: 1

RESOLUTION NO. 25-009

RESOLUTION OF THE
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
REGARDING THE
REVISED PROCUREMENT POLICY MANUAL

WHEREAS, the Commission previously adopted Resolution No. 21-001, *"Resolution of the Riverside County Transportation Commission Regarding the Revised Procurement Policy Manual"*; and

WHEREAS, the Commission is required to comply with the Office of Management and Budget's issuance of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Grant Guidance), and the Procurement Policy Manual provides for such compliance; and

WHEREAS, the Commission desires to update its procurement policies and procedures to continue to be a comprehensive, useful framework and incorporate best practices for the Commission's procurements; and

WHEREAS, for purposes of government efficiency, Commission staff conducts and manages the operations of the Western Riverside County Regional Conservation Authority (the "Authority"), including Authority procurements;

WHEREAS, the Authority previously adopted the Procurement Policy Manual and that the Commission may amend the Procurement Policy Manual without need for further action by the Authority; and

WHEREAS, the Commission desires to update the Procurement Policy Manual with various changes to improve the Commission's procurement processes.

NOW, THEREFORE, the Riverside County Transportation Commission does hereby resolve as follows:

Section 1. The Procurement Policy Manual previously adopted on February 10, 2021, is hereby replaced in its entirety by the revised Procurement Policy Manual, set forth in Attachment 1, attached hereto and incorporated herein.

Section 2. The Riverside County Transportation Commission hereby approves and adopts the Procurement Policy Manual, as revised, to be effective December 10, 2025.

SIGNATURE PAGE
TO
RESOLUTION NO. 25-009

APPROVED AND ADOPTED this 10th day of December, 2025.

_____
Karen Spiegel, Chair
Riverside County Transportation Commission

ATTEST:

_____
Lisa Mobley, Clerk of the Board
Riverside County Transportation Commission

Riverside County Transportation Commission and Western Riverside County Regional Conservation Authority Procurement Policy Manual

~~(Revised February 1, 2021,~~
Effective December 10, 2025 ~~March 31~~, ~~2021~~)

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CHAPTER 1 – PROCUREMENT PROCESS

1.0 PURPOSE AND SCOPE

A. The Riverside County Transportation Commission (hereinafter "RCTC" or "Commission") and the Western Riverside County Regional Conservation Authority ("RCA" or "Authority") procure goods and services using public funds. The Commission and Authority (collectively, "Agencies") have a responsibility to uphold the public trust and maximize the value of public funds by using them as efficiently and cost-effectively as possible. As used herein, the term "Agency" is intended to refer individually, and interchangeably, to the Commission or Authority, as applicable.

B. Employees of the Commission conduct the operations of both Agencies.

C. This Procurement Policy Manual (Manual) sets forth a general procurement policy and set of standards that will govern the conduct of Agencies' procurement activities and of Commission personnel engaged in those activities. The policies contained herein are advisory, not mandatory, except as related to applicable state or federal laws, and any deviation therefrom shall not render any contract of either Agency void or voidable. This manual is for the Agencies' internal purposes only and shall not create any rights in any third parties. Compliance with the provisions in this Manual related to state or federal funding is required in order to maintain funding eligibility.

D. This Manual is intended to supersede, in its entirety, the RCTC and RCA~~Commission's~~ *Procurement Policies Manual* which was adopted by the Commission on February 10, 2021~~September 11, 2019~~, and by the Authority on March 1, 2021 with and effective date of March 31, 2021~~'s procurement ordinance, Ordinance No. 08-02, adopted on September 8, 2008~~.

E. As used herein, "FHWA" refers to the Federal Highway Administration; "FTA" refers to the Federal Transit Administration; and "Caltrans" refers to the California Department of Transportation.

2.0 PROCUREMENT POLICY STATEMENT

A. These procurement policies establish the guidelines and policies for procuring the goods and services necessary for the Agencies to carry out their responsibilities and duties. The policies are intended to maintain the integrity of each Agency's procurement process, while ensuring that purchases are made in a cost effective, timely manner; with fair and open competition; and in accordance with all applicable laws and regulations.

B. The objectives of this Procurement Policy Manual are to:

1. Maximize the value received for each Agency expenditure of public funds;

2. Protect assets and/or services purchased with public funds and ensure their application in each Agency's interests;

3. Provide all vendors an equal opportunity to provide needed goods and/or services; and

4. Protect the integrity and reputation of the Authority and its officers, and the Commission, its officers and employees.

5. Ensure compliance with state and federal funding requirements, as applicable.

C. Notwithstanding reference in this Manual to a single Agency, when in the best interest of the Agencies and consistent with legal requirements applicable to each Agency, the procurements described herein may be conducted as joint procurements.

3.0 PROCUREMENT STANDARDS

A. General

1. Contract Administration System. Each Agency will maintain a contract administration system that helps ensure that contractors perform in accordance with the terms, conditions, and specifications of their respective contracts.

a. Contract administration activities may include the following:

i. Receive, evaluate, and act on value engineering and other change proposals.

ii. Negotiate cost and schedule impact related to change orders and other contract modifications.

iii. Process disputes under the contract's disputes clause.

iv. Review and approve payments under any progress payments clause.

v. Ensure that invoiced personnel charges are for positions and classifications included in the contract. If new positions or classifications are required, they must be included pursuant to a written contract amendment dated prior to the date costs are incurred.

vi. Ensure that hourly rates and other costs are billed at the contracted rates. The contracted rates may not be changed, except in accordance with the terms of the contract, or as legally allowed based on specific findings approved by the applicable Agency members.

vii. Monitor progress and ensure timely notification of anticipated overrun.

viii. Monitor financial status and advise if contract performance is jeopardized.

ix. Issue task orders and ensure that the basis for payment set forth in any task order is consistent with the terms of the contract and the hourly rates included in the contract, as applicable.

x. Perform property administration.

xi. Ensure contractor compliance with quality assurance requirements.

xii. Evaluate, for adequacy, the contractor's engineering efforts and management systems that relate to design, development, production and testing.

xiii. Evaluate and make recommendations on contractor requests for waivers and deviations.

xiv. Monitor contractor's small and disadvantaged business subcontracting.

xv. Ensure timely submission of required reports.

xvi. Administer special clauses such as drug and alcohol testing.

xvii. Receive, inspect, and accept or reject partial deliveries and final deliveries of all contract deliverables.

xviii. Assist in contract close out.

b. For Commission contracts, the administration of construction contracts may be further supplemented by the Caltrans Construction Manual or other manual developed for a specific project, as required.

2. Avoid Duplicative Purchases. Commission staff should regularly review proposed and planned procurements to avoid purchase of unnecessary or duplicative items for either Agency.

3. Lease vs. Purchase Analysis. Where appropriate, an analysis should be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical procurement approach.

4. Value Engineering. When appropriate and in the Agency's best interests, the Agency will encourage the use of value engineering by including applicable clauses in contracts for appropriate equipment purchases and construction projects.

5. Award to Responsive and Responsible Contractors. The Agency will make awards only to responsive and responsible contractors, as determined by the Agency, possessing the ability to perform successfully under the terms and conditions of a proposed contract. Consideration will be given to such matters as contractor integrity, compliance with public policy as implemented by applicable laws and regulations, record of past performance, and financial and technical resources.

a. In connection with the responsibility determination for federally funded procurements, a check of debarment and suspension must be performed and documented in the procurement records.

6. Agency Rejection of Bids, Quotes, and/or Proposals. The Agency, to the extent permitted by applicable laws, may reject any and all bids, quotes and/or proposals and re-advertise at its sole discretion. The Agency should ensure that such rights are clearly stated in all Agency bid documents.

7. Procurement Records. Records sufficient to document the significant history of each procurement activity should be maintained and retained by each Agency in accordance with the applicable Agency' records retention policy. At a minimum, these records should include:

   a. The rationale for the method of procurement;

   b. Selection of contract type;

   c. Reasons for contractor selection or rejection; and

   d. The basis for the contract price.

8. Specifications. The Agency will have clear and accurate contract specifications or statements of work that identify all requirements that offerors must fulfill. Additionally, written selection procedures for formal procurements shall be prepared to help ensure fair, unbiased evaluation of competing proposals.

   a. For federally funded procurements, the Agency is prohibited from ~~unduly~~ restricting competition or placing unreasonable requirements on firms in order for them to qualify to do business (e.g., unnecessary experience and excessive bonding requirements).

9. Brand Name or Equal. The use of "brand name or equal" purchase descriptions may be permitted:

   a. Only when an adequate specification cannot be provided without performing an inspection and analysis in time for the acquisition under consideration; and

   b. When minimum needs are carefully identified and those salient physical and functional characteristics of the brand name product are clearly set forth in the solicitation.

   c. For non-federally funded procurements, as otherwise permitted by state law.

   This section is not intended to impose limitations on the Agency's ability to require a brand name when the procurement is not federally funded and is not a "public work" or "public project" subject to the requirements contained in the California Public Utilities Code (PUC), for the Commission, or the Public Contract Code (PCC), for the Authority.

10. Audit Provisions. Every Agency contract wherein contractor or other entity is receiving Agency funds in excess of $10,000 should include a provision allowing examination and audit of records related to the contract by the Agency's auditor for a period of three years after final payment under the terms of the contract.

11. Violations or Breach of Contract. All contracts exceeding $100,000 should include administrative, contractual, or legal remedies for violations or breach of the contract by the contractor.

12. Termination Clause. All contracts in excess of $25,000, and public works contracts in excess of $2,000, should provide for the termination of the contract for the Agency's convenience, and all contracts should provide for the termination of the contract for default in cases of contractor breach or non-performance. Federally funded contracts in excess of $10,000 must provide for both termination for convenience and cause.

13. Issues not Included in the Procurement Policy Manual. If a policy, procedure or particular strategy or practice is in the best interest of the Agencies, or either of them, and is not specifically addressed, nor prohibited by statute or case law, users of this Manual should not assume it is prohibited. Rather, the absence of direction should be interpreted as permitting the Executive Director to innovate and use sound business judgment that is otherwise consistent with law and within the limits of his or her authority.

B. Written Standards of Conduct

1. Conflicts of Interest. All members, officers, and other agents of each Agency, and Commission employees, must conduct the procurement process so as to avoid conflicts of interest, real or apparent. To maintain full and open competition, no Agency member, officer, employee or other agent, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing individuals may participate in the selection, award, or administration of any Agency contract of the applicable Agency if a conflict of interest, prohibited by law, would be involved. For federally-funded contracts, the foregoing shall also apply when any of those individuals previously listed has a financial or other interest in the firm selected for award. In addition to the foregoing, all procurements must be conducted in accordance with, as applicable, the most current version of the "Conflict of Interest Code for the Riverside County Transportation Commission" or the "Conflict of Interest Code for the Western Riverside County Regional Conservation Authority," both adopted pursuant to the Political Reform Act of 1974 (as amended).

2. Lobbying and Gifts. Agency officers, agents and members, and Commission employees must comply with applicable state and federal law regarding acceptance of gifts, gratuities, or favors from contractors, potential contractors, or parties to subcontractor agreements. For federally-

funded procurements, the procuring Agency officers, agents or members, and Commission employees, may neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts; provided that exceptions may apply if, as determined by the Executive Director, the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. For federally-funded procurements, nominal value shall mean under fifty dollars ($50).

3. Violations.

a. The violation of these Standards of Conduct by Commission employees will subject the violator to any disciplinary proceedings or action deemed appropriate by the Executive Director. Employees may correct a violation in any manner provided for under the Political Reform Act, and its implementing regulations.

b. The violation of any of these Standards of Conduct by members or officers of either Agency will require correction of the violation in any manner provided for under the Political Reform Act, and its implementing regulations.

c. Contractors or subcontractors that violate these Standards of Conduct as relates to an active federally-funded procurement may be prohibited from bidding on the procurement, or may be subject to other action as deemed appropriate by the Executive Director.

d. Agents of either Agency that violate these Standards of Conduct as relates to federally-funded procurements may be prohibited from participation on behalf of that Agency on federally funded projects, or subject to other action as deemed appropriate by the Executive Director.

4. Prohibited Communications. To avoid any appearance of impropriety, instructions to bidders in solicitation documents should prohibit contacts of any kind from proposers/bidders with any member of the procuring Agency or any Commission staff, other than the Procurement Officer, or designee, during an open procurement. Violation of this condition may result in immediate disqualification of a bid or proposal. This provision is not meant to prohibit communications between Commission staff and existing consultants/contractors related to existing business which the consultant/contractor is under contract to perform on behalf of the Agency.
.

4.0 TYPES OF CONTRACTS

A. General Provisions

1. The Procurement Officer should use the types of contracts described in this Chapter for most types of procurement, except as otherwise provided for certain small purchases described hereunder in Chapter 6. Innovative contracting arrangements are not prohibited, but require the advance

approval of the Executive Director or the applicable Agency, as specified herein.

2. The "cost-plus-percentage-of-cost" method of contracting shall not be used for state or federally funded contracts.

3. The Procurement Officer, in consultation with the project manager, should select the type of contract that is most appropriate to the circumstances of each procurement, in accordance with the provisions of this Chapter.

4. In procurements by other than competitive sealed bidding, the Procurement Officer may negotiate a contract type and price (or estimated cost and fee) that will result in reasonable contractor risk and provide the contractor with the greatest incentive for efficient and economical performance.

B. Selecting Contract Types

1. The type of contract to be used should be determined prior to the solicitation, and the solicitation should inform bidders of the type of contract that will be used.

2. When procurement is by competitive sealed bidding, the Procurement Officer must use a firm fixed-price contract.

3. Except when procurement is by competitive sealed bidding as required by law, the Procurement Officer should select the most effective contract type and should consider contract type together with the issues of price, risk, uncertainty, and responsibility for costs. The type of contract used should reflect the cost risk and responsibility assumed by the contractor or supplier.

4. The Procurement Officer should avoid the continued use of a cost reimbursement or time-and-materials contract after experience provides a basis for firmer pricing.

5. The Procurement Officer should include documentation in each contract file to show why the particular contract type was selected, except for purchase orders under the small purchase threshold.

C. Fixed-Price Contracts

1. Fixed-price contracts may provide for a firm price or, in appropriate cases, an adjustable price.

2. Fixed-price contracts providing for an adjustable price may include a ceiling price, a target price (including target cost), or both. Unless otherwise specified in the contract, the ceiling price or target price will be subject to adjustment only by operation of contract clauses providing for equitable adjustment or other revision of the contract price under stated circumstances.

3. A firm-fixed-price contract should provide for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract.

4. A firm-fixed-price contract should be used for acquiring commercial products or commercial-type products, or for acquiring other supplies or services, on the basis of reasonably definite functional or detailed specifications if the Procurement Officer can establish fair and reasonable prices at the outset, including the following circumstances:

   a. When there is adequate price competition;

   b. When there are reasonable price comparisons with prior purchases of the same or similar supplies or services made on a competitive basis;

   c. When available cost or pricing information permits realistic estimates of the probable costs of performance;

   d. When performance uncertainties can be identified and reasonable estimates of their cost impact can be made, and the contractor is willing to accept a firm-fixed-price contract; or

   e. When required by law unless a sole source exception applies.

D. Cost Reimbursement/Cost-Plus-Fixed-Fee Contracts

1. Cost reimbursement contracts provide for payment of the contractor's reasonable, allocable and allowable incurred costs plus a negotiated fixed fee, to the extent prescribed in the underlying contract and Federal Acquisition Regulation (FAR) Part 31.

2. A cost reimbursement contract establishes an estimate of total cost for the purpose of obligating funds and establishing a ceiling on expenditures that the contractor may not exceed without the approval of the Agency.

3. Cost reimbursement contracts are suitable for use when the uncertainties of performance do not permit costs to be estimated with sufficient accuracy to use a fixed-price contract.

4. The Agency must determine the adequacy of the contractor's accounting system for cost-type contracts before awarding such a contract.

E. Time-And-Materials Contracts

1. A time-and-materials contract should include direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, profit, and materials required at cost.

2. The user department/project manager should ensure that there is adequate surveillance of contractor performance when a time-and-materials type contract is used.

3. For federally funded procurements, a time-and-materials contract should be used only after the Procurement Officer determines:

   a. In writing, that no other type of contract is suitable; and

   b. A ceiling price to be included in the contract that the contractor shall not exceed except at its own risk.

4. For federally funded procurements, a time-and-materials contract should be used only when it is not possible at the time of executing the contract to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of certainty or confidence.

F. Labor-Hour Contracts

1. When materials are not required, the Procurement Officer may use a labor-hour contract, a variation of the time-and-materials contract.

2. The use of a labor-hour contract should be in accordance with the above-referenced provisions related to time-and-materials contracts.

G. Letter Contracts (Letter Of Intent Contracts)

1. A letter contract is an interim type of contractual agreement that gives the contractor a limited notice of award for the delivery of the required goods/supplies or the performance of services.

2. The Procurement Officer may use a letter contract when the Agency's interests demand that the contractor be given a binding commitment so that work can start immediately and executing a definitive contract is not possible in sufficient time to meet the requirement. Each letter contract should be as complete and definitive as possible under the circumstances and should include clauses approved and required by the Procurement Officer.

3. The estimated cost of the definitive contract should determine the type and level of review and approval required for approval of a letter contract.

4. A letter contract may not be entered into without competition except as provided for under Non-Competitive and/or Emergency Procurements provisions of this Manual.

5. A letter contract may not be amended to satisfy a new requirement unless the new requirement is inseparable from the existing contract. Any amendment should be subject to the same requirements as a new letter contract.

6. The total value of the letter contract should be the estimated sum necessary to cover the contractor's requirement for funds before execution of the definitive contract. However, the total value of a letter contract should not, under any circumstances, exceed fifty percent (50%) of the overall price ceiling for the term of the final negotiated (i.e., definitive) contract.

7. A letter contract should contain a negotiated schedule for execution of the definitive contract, including dates for submission of the contractor's price proposal, cost or pricing data (if required), a date for start of negotiations, and a target for execution of the definitive contract.

8. The letter contract should provide that if the Procurement Officer and the contractor cannot negotiate a definitive contract because of failure to reach

agreement regarding price or fee: 1) the Procurement Officer may terminate the letter contract; or 2) if a "contract definitization" clause is included in the letter contract, the Agency may unilaterally require the contractor to continue the work and the Procurement Officer may, with the approval of the Executive Director, determine a reasonable price or fee.

H. Multiple Year Contracts

Multiple year contracts may be used with competitive sealed bids, competitive proposals, or by non-competitive procurement. The contract term, and any extensions thereof, shall be established based on sound business judgment of the Agency. Multiple year contracting is a method by which the Agency awards a contract for a base period of one or more years, with option provisions for future years' requirements. The option provision in the contract should provide for unilateral exercise at the discretion of the user department/project manager, as additional requirements and funding become available. See below under Section 5.0 of this Chapter for further information regarding Options.

For federally-funded procurements, the procurement file shall document the rationale for determining the term. Considerations should include the time necessary to accomplish the purpose of the contract, competition, pricing, and fairness.

I. Indefinite Delivery/Indefinite Quantity (ID/IQ) Contracts

1. The Procurement Officer may use an ID/IQ type of contract when the Agency anticipates a recurring requirement, but cannot predetermine the precise quantities of supplies or services at the time of contract award.
2. FHWA or Caltrans funded ID/IQ on-call contracts and FTA funded ID/IQ contracts for rolling stock and replacement part contracts may not exceed five (5) years.
3. ID/IQ contracts should specify maximum or minimum estimated quantities that the Agency may require during the term of the agreement. An ID/IQ contract should make no promise of exclusivity and may in fact be one of several (multiple) contracts awarded for the same item or service.
4. There are several types of ID/IQ contracts, including:
   a. Definite-quantity contracts
   b. Requirements contracts
   c. Indefinite quantity (IQ) contracts (commodities)
   d. Task order contracts (services)
5. If possible under the circumstances, the Procurement Officer should ensure that original solicitation and resultant ID/IQ contract contain both a minimum and a maximum quantities, which represent the reasonably foreseeable needs of the parties to the solicitation, and a clause stating that the estimate is not a representation to a bidder, offeror, or consultant that

the estimated quantity or dollar amount above the estimated minimum will actually be required or ordered by the Agency.

6. For task orders contracts, the procurement documents and executed contracts must specify the procedures to be used in awarding task orders. Such procedures must comply with state and federal regulations, as applicable.

5.0 OPTIONS

A. General

1. When it is in the best interest of the Agency, a contract option may be included providing the Agency the unilateral right to extend the term of the contract and/or to purchase additional supplies or services called for by the contract.

2. Any written findings required for a contract option shall specify both the base requirement(s) and the increase permitted by subsequent options. Contract provisions setting forth the cost of the option may include, but are not limited to, the following:

   a. A specific dollar amount;

   b. An amount to be determined by applying provisions (or a formula) provided in the basic contract, but not including renegotiation of the price for work in a fixed-price type contract;

   c. In a cost-type contract, a stated fixed or maximum fee, or a fixed or maximum fee amount determinable by applying a formula contained in the basic contract;

   d. A specific price that is subject to an economic price adjustment provision; or

   e. A specific price that is subject to change as a result of changes to the prevailing labor rates provided by the U.S. Department of Labor (DOL) or the California Department of Industrial Relations (DIR) prevailing rates, whichever is applicable.

B. Solicitation of Contracts with Options

1. If a contract provides for an option, the solicitation should include appropriate option clauses.

2. Each contract should state the period within which an option may be exercised.

3. In order to meet the requirements of this Manual for full and open competition, the option should be evaluated as part of the initial competition and be exercisable at an amount specified from the terms of the basic contract. When options have not been evaluated as part of the award, the exercise of such options will be considered a non-competitive procurement

and must comply with the non-competitive procurement policies in described in this Manual.

C. Exercise of Options

1. The user department/project manager, in cooperation with the Procurement Officer, should initiate the exercise of an option only after determining the following for the Agency:

   a. That sufficient budget authority is available;

   b. That the requirement covered by the option fulfills an existing Agency need; and

2. The Procurement Officer, after considering price and other factors, should make the determination whether to recommend exercising the option on the basis of one of the following:

   a. A new solicitation fails to produce a better price or a more advantageous offer than that offered by the option; provided, that if it is anticipated that the best price available is the option price (or that the option provides the more advantageous offer), the Procurement Officer should not use this method to test the market;

   b. An informal analysis of prices or an examination of the market indicates that the option price is better than prices available in the market or that the option is the most advantageous offer; or

   c. The short time between the award of the contract containing the option and the exercise of the option indicates that the option price is the lowest price obtainable or the most advantageous.

3. The contract modification or other written document, which notifies the contractor of the exercise of the option, shall cite the option provision as authority for the action and should be issued within the time period specified in the contract.

6.0 COOPERATIVE AGREEMENTS

A. Policy on Intergovernmental or Inter-entity Agreements

To promote economy and efficiency, the Agency may enter into state and local intergovernmental agreements or inter-entity agreements, where such agreements are in the best interest of the Agency and are appropriate for procurement or use of common or shared goods and services. The use of purchasing schedules may be prohibited for federally funded procurements. Out-of-state purchasing agreements are prohibited for FTA-funded procurements.

B. Memorandum of Understanding

A memorandum of understanding (MOU) is a contract document describing a bilateral or multilateral agreement outlining the terms and details of an arrangement between the parties to the MOU, including each party's requirements and

responsibilities. An MOU is used when substantial involvement is expected between the Agency and another agency or entity when carrying out the activity contemplated in the MOU, and there exists some public or mutually beneficial purpose in carrying out this activity.

C. Piggybacking

1. Piggybacking is the post-award use of an acceptable contract/solicitation process that allows an entity not contemplated in the original procurement to purchase the same supplies or equipment under the original contract/solicitation process.

2. Piggybacking is permissible when:

a. The underlying solicitation document and the resultant contract contain an assignability clause that provides for the assignment of all or part of the specified deliverables as originally advertised, competed, evaluated, and awarded; and

b. For federally funded agreements, the original solicitation and resultant contract contain a minimum and a maximum quantity, which represent the reasonably foreseeable needs of the parties to the solicitation.

D. California Multiple Award Schedule and State Master Agreements

1. A California Multiple Award Schedule (CMAS) and State Master Agreements are agreements established between the California Department of General Services (DGS) and multiple vendors who agree to the State of California terms and conditions, and may be used by the Agency.

2. Acquisitions based on CMAS or State Master Agreements shall be competitively bid so as to result in offers from three or more vendors including one small business, if available. If less than three offers are received, documentation of solicitation methods must be included with the contract documentation.

3. Three offers are not required for CMAS and State Master Agreements based on competition, such as Cal-Store, the Master Rental Agreement, Western States Contracting Alliance (WSCA), etc. Information on specific CMAS and State Master Agreements are available on DGS-PD's website at: www.dgs.ca.gov/pd.

4. Notwithstanding PUC section 130232(a), PCC sections 10298(b) and 10299(a) provide authority for the Commission to use CMAS or State Master Agreements for acquiring supplies, equipment and materials that exceed $25,000 without engaging in further competitive bidding.

7.0 RECURRING CONTRACTS

A. Each Agency may, on an annual basis, evaluate existing contracts for professional services that are due to expire within the next fiscal year. While some of these contracts may be placed on the calendar for a new procurement solicitation or

allowed to expire because they are no longer required, notwithstanding any other provision herein, some contracts may be included in an annual recurring contracts list that must be approved by the applicable Agency. Most contracts for professional services should be subject to a competitive process; however, there may be limited circumstances in which staff believes it is more efficient and cost effective to retain such consultants on the recurring contracts list rather than rebidding the services. Those circumstances generally are due to the consultant's historical knowledge, unique experience, and understanding of the applicable Agency and/or specific Agency projects. Approval of the recurring contracts list allows each Agency to continue work on existing projects without interruptions and maintain consistency.

1. State or federally-funded contracts may not be included in the annual recurring contracts list.

CHAPTER 2 – PROCUREMENT GENERALLY

1.0 IMPLEMENTATION BY EXECUTIVE DIRECTOR; COMMISSION CONTROLS AND LIMITATIONS

A. Final authority for purchasing actions and decisions rests with each Agency , except as delegated by the Agency to the Executive Director.

B. Each Agency, respectively, authorizes the Executive Director to execute contracts approved by the Agency. The Executive Director may designate the Deputy Executive Director, Chief Financial Officer or Directors to execute contracts under his or her signature authority on his/her behalf.

C. The policies set forth herein will be implemented by the ~~Chief Financial Officer~~Director of Administrative Services/Clerk of the Board. The Director of Administrative Services/Clerk of the Board~~Chief Financial Officer~~ has primary responsibility for ensuring that each Agency's procurement process is in accordance with applicable laws and regulations, as interpreted by the General Counsel and Agency policy.

D. The Executive Director is authorized to approve and enter into contracts on behalf of the Agencies under his/her single signature authority as follows:

1. For the Commission: When the expenditure is less than fifty thousand dollars ($50,000) for the purchase of all supplies, equipment, materials and for the construction of all facilities and works in accordance with PUC § 130232; and

2. For the Commission: When the expenditure is less than two hundred fifty thousand dollars ($250,000) for the purchase of services; however, (i) the aggregate amount of contracts executed under the single signature authority shall not exceed $2,000,000 in any given fiscal year; (ii) the aggregate value of all contracts awarded to any one entity under the Executive Director's single signature authority shall not exceed $250,000 in any fiscal year; and (iii) the Executive Director may execute contract amendments that do not exceed $250,000 for existing contracts. The Commission's fiscal year is from July 1 to June 30.

3. For Authority: When the expenditure is less than $100,000; however, (i) the aggregate amount of contracts executed under the single signature authority shall not exceed $300,000 in any given fiscal year; (ii) the aggregate value of all contracts awarded to any one entity under the Executive Director's single signature authority shall not exceed $100,000 in any fiscal year; and (iii) the Executive Director may execute contract amendments that do not exceed $100,000. The Authority's fiscal year is from July 1 to June 30.

E. The powers of the Executive Director pursuant to Paragraph "D" above are subject to: (i) the existence and provisions of an approved budget for the applicable Agency; and (ii) applicable laws and regulations.

F. The Executive Director must provide each Agency with a quarterly report of all contracts entered into pursuant to the single signature authority provided in Paragraph "D" above by that Agency, and must report to the applicable Agency at its next regularly scheduled meeting each new contract awarded on an emergency basis or other contracts in excess of the Executive Director's single signature authority.

G. Approval Limits and Solicitation Types

1. Commission- Supplies, Equipment, and Materials (PUC § 130232).

PURCHASE AMOUNT	SOLICITATION TYPE	SOLICITATION PROCESS	APPROVER
Less than $1,000	Micro-purchase	Informal: Commercial availability, Rotate Vendors	Procurement Officer*
$1,000 to $25,000	Small Purchase	Informal: Three (3) Quotes	Procurement Officer*
$25,001 to $50,000	Formal Procurement	Formal: Advertisement, Clauses, Competitive Sealed Bids	Executive Director
Greater than $50,000	Formal Procurement	Formal: Advertisement, Clauses, Competitive Sealed Bids	Commission

2. Commission Public Works (PUC § 130232).

PURCHASE AMOUNT	SOLICITATION TYPE	SOLICITATION PROCESS	APPROVER
Less than $1,000	Micro-purchase	Informal: Commercial availability, Rotate Vendors, Non-Collusion Declaration, Insurance	Procurement Officer *
$1,000 to $25,000	Small Purchase	Informal: Three (3) Quotes, Prevailing Wage, Clauses, Insurance, License, Non-Collusion Declaration	Procurement Officer*
$25,001 to $50,000	Formal Procurement	Formal: Advertisement, Clauses, Prevailing Wage, Insurance, License, Competitive Sealed Bids, Payment Bond, Non-Collusion Declaration	Executive Director
Greater than $50,000	Formal Procurement	Formal: Advertisement, Clauses, Prevailing Wage, Insurance, License, Competitive Sealed Bids, Payment Bond, Non-Collusion Declaration	Commission

3. Commission Services.

PURCHASE AMOUNT	SOLICITATION TYPE	SOLICITATION PROCESS	APPROVER
Less than $150,000	Micro-purchase	Informal: Commercial availability, Rotate Vendors, Insurance	Procurement Officer*
$150,0010 to $50,000	Small Purchase	Informal: Three (3) Quotes, Clauses, Insurance	Procurement Officer*
$50,001 to $3250,000	Small Purchase	Informal: Three (3) Quotes, Clauses, Insurance; *or* Formal: Advertisement, Clauses, Insurance, and Negotiated Agreement, or Competitive Sealed Bids, or A/E Contract procedures	Executive Director
Greater than $3250,000	Formal Procurement	Formal: Advertisement, Clauses, Insurance, Certifications, and Negotiated Agreement, or Competitive Sealed Bids, or A/E Contract procedures	Commission

4. Authority Public Projects (PCC §20160, et. seq.).

PURCHASE AMOUNT	SOLICITATION TYPE	SOLICITATION PROCESS	APPROVER
Less than $1,000	Micro-purchase	Informal: Commercial availability, Rotate Vendors, Non-Collusion Declaration, Insurance	Procurement Officer *
$1,000 to $5,000	Small Purchase	Informal: Three (3) Quotes, Prevailing Wage, Clauses, Insurance, License, Non-Collusion Declaration	Procurement Officer*
$5,001 to $100,000	Formal Procurement	Formal: Advertisement, Clauses, Prevailing Wage, Insurance, License, Competitive Sealed Bids, Payment Bond, Non-Collusion Declaration	Executive Director
Greater than $100,000	Formal Procurement	Formal: Advertisement, Clauses, Prevailing Wage, Insurance, License, Competitive Sealed Bids, Payment Bond, Non-Collusion Declaration	Authority

5. Authority Supplies, Equipment, Materials and Services.

PURCHASE AMOUNT	SOLICITATION TYPE	SOLICITATION PROCESS	APPROVER
Less than $150,000	Micro-purchase	Informal: Commercial availability, Rotate Vendors, Insurance	Procurement Officer*
$150,0010 to $50,000	Small Purchase	Informal: Three (3) Quotes, Clauses, Insurance	Procurement Officer*
$50,001 to $3250,000	Small Purchase	Informal: Three (3) Quotes, Clauses, Insurance; *or* Formal: Advertisement, Clauses, Insurance, and Negotiated Agreement, or Competitive Sealed Bids, or A/E Contract procedures	Under $100,000: Executive Director Over $100,000: Authority
Greater than $3250,000	Formal Procurement	Formal: Advertisement, Clauses, Insurance, Certifications, and Negotiated Agreement, or Competitive Sealed Bids, or A/E Contract procedures	Authority

* As delegated by the Executive Director

H. In addition to the authority granted above, and except as otherwise prohibited by applicable state or federal law, the Executive Director is authorized to approve and enter into contracts on behalf of the Commission, where the relevant contract is directly related to and necessary to implement a project that has been approved by the Commission, the contract is within the approved project budget and, based on the circumstances, exercise of this authority is in the best interest of the Commission.

2.0 PROCUREMENT OFFICER—DESIGNATION AND DELEGATION

A. The Deputy Director of ~~Financial Administration~~Administrative Services is the designated "Procurement Officer" for the Agencies. The Deputy Director of ~~Financial Administration~~Administrative Services may delegate all or part of the Procurement Officer duties described in this Manual.

3.0 PROCUREMENT OFFICER—DUTIES

A. The Procurement Officer has the duty to oversee all procurement activities of the Agencies, and to implement the policies and standards set forth in this Manual, subject to the limitations of the authority that has been delegated to the Procurement Officer by the applicable Agency or the Executive Director.

B. The Procurement Officer may issue instructions for the implementation of each Agency's procurement policies.

C. The Procurement Officer has the duty to ensure each Agency's contracts, purchase orders, modifications, and supplemental agreements are executed in accordance with established thresholds and delegated authority.

D. The Procurement Officer, subject to the review of Agency General Counsel, has the authority to draft and determine the final form of the contract to be used for each procurement.

E. The Procurement Officer should ensure that a complete record of each procurement action is maintained in accordance with each Agency's records retention policy by establishing files containing the records of all major procurements and contractual actions pertinent to that office's responsibilities.

1. The Procurement Officer is responsible for maintaining the original contract file pursuant to applicable state and/or federal records retention policies.

2. The documentation in each contract file maintained by the Procurement Officer should be sufficient to constitute a complete history of the transaction for the following purposes:

a. Providing a complete background as a basis for informed decisions at each step of the procurement process;

b. Supporting actions taken;

c. Providing information for reviews, audits, and investigations; and

d. Furnishing essential facts in the event of litigation.

F. The Procurement Officer has the duty to ensure Commission staff engaged in procurement activities are trained in the procurement requirements set forth in this Manual.

4.0 IMPLEMENTATION OF PROCUREMENT PROCEDURES AND GUIDELINES

A. The Procurement Officer, in his or her discretion and subject to the review and concurrence of Agency General Counsel, may adopt procurement and materials management procedures and guidelines needed to implement and supplement the policies and standards set forth in this Manual. Any such procedures and guidelines shall:

1. Provide for timely review and processing of all procurement actions;

2. Ensure that procurements proceed timely, efficiently and economically;

3. Ensure that procurements adhere to principles of good public policy practices and sound business judgment; and

4. Prohibit arbitrary actions. An example of an arbitrary action is the award of a construction contract, using the competitive sealed bids method of procurement, to a bidder other than the lowest responsive, responsible bidder.

5.0 AUTHORIZED METHODS OF PROCUREMENT; SELECTION

A. Selection

As part of the procurement initiation process, the Procurement Officer will determine which method of procurement is appropriate.

B. Authorized Methods

The following methods of procurement may be used, as appropriate, in accordance with the policies and procedures included in the Procurement Manual for all federal and non-federal procurement actions contemplated under this Procurement Manual:

1. Micro Purchase Procedures, pursuant to Chapter 6 of this Manual;
2. Small Purchase Procedures, pursuant to Chapter 6 of this Manual;
3. Competitive Sealed Bid ("Low Bid"), pursuant to Chapter 3 of this Manual;
4. Competitively Negotiated Procurement, pursuant to Chapter 5 of this Manual;
5. Non-Competitive and Emergency Procurement, pursuant to Chapter 7 of this Manual; and
6. Alternate Delivery, pursuant to Chapter 4 of this Manual.

6.0 INDEPENDENT COST ESTIMATE

A. An independent cost estimate is a determination of price reasonableness. An estimate shall be completed prior to the receipt of bids or proposals. Key elements of the independent cost estimate include, but are not limited to:

1. Date of the independent cost estimate;
2. Basis for the independent cost estimate, including applicable supporting documentation; and
3. The value determined by the independent cost estimate.

B. The method and means of establishing the estimate may vary based on the circumstances and can range from checking historical records or published price guides to a detailed estimate in the same level of detail that is required for contractors submitting proposals. Estimates can be obtained from a design firm or in-house technical personnel for construction work or from independent third-party staff (not impacted by final procurement).

C. The estimate provides the Procurement Officer with essential input during the solicitation process. Independent cost estimates may be used by the Agency to:

1. Provide a determination of value (i.e., do benefits warrant the cost);
2. Support procurement planning;
3. Determine the appropriate solicitation type and process based on the approval limits set forth in Chapter 2, 1.0(G);

4. Establish the competitive range and supplement the evaluation process;

5. Provide a basis for a price analysis, which may eliminate the need for a more burdensome cost analysis;

6. Provide a basis for development of a pre-negotiation objective;

7. Support the Agency's negotiation position with contractor; and/or

8. After contract award, provide essential input with respect to contract amendments, change orders and claims.

7.0 COST/PRICE ANALYSIS

A. A cost/price analysis shall be performed in connection with every federally funded procurement action, including contract modifications, and should be conducted for non-federally funded procurements. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation.

B. If the contract being awarded is a cost-reimbursement type, the cost/price analysis shall address the *realism* of the various cost elements proposed, and where the costs are unrealistically low, an adjustment shall be made to reflect what the Agency believes the effort will actually cost given that offeror's specific technical approach as well as its direct and indirect cost rates.

1. The Agency shall, when applicable, or must, if required by law, utilize the guidelines provided in the FAR Part 31 to determine whether of the contractor's proposed costs are reasonable, allowable and allocable.

C. As applicable, the Agency shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all applicable cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

8.0 VENDOR CONTACTS PRIOR TO ISSUANCE OF A SOLICITATION

A. Informational and market research contacts with prospective contractors/vendors should be circumscribed based upon legitimate, identifiable business purposes and guided by the exercise of sound judgment. The primary pitfalls to be avoided are promises or implications from Commission staff of a future contract, development by a vendor of a specification or scope of services to be used as part of an Agency solicitation that vendor intends to participate in, requests from Commission staff for complimentary services or supplies, and other activities that may create a real or apparent conflict of interest or the impression of an obligation on the part of either Agency

9.0 ADVERTISING/PUBLICIZING PROCUREMENTS

A. The Procurement Officer should use the most efficient and effective means to publicize contract actions to increase competition in accordance with the requirements of the specific procurement.

B. PUC § 130232, applicable to the purchase of all supplies, equipment, materials and for the construction of all facilities and works by the Commission when the expenditure exceeds twenty-five thousand dollars ($25,000), requires that notice requesting bids shall be published at least once in a newspaper of general circulation. The publication must be made at least 10 days before the date for the receipt of the bids. The Commission, at its discretion, may reject any and all bids and re-advertise.

C. PUC § 130238 for the purchase by the Commission of computers, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus that is not available in substantial quantities to the general public requires (i) the procurement be conducted through competitive negotiation, after a finding by the Commission by a two-thirds vote that this particular procurement qualifies under PUC § 130238, and (ii) notice of the request for proposals be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.

D. PCC § 20161 defines public projects of the Authority as (i) the erection, improvement, painting, or repair of public buildings and works; (ii) work in or about streams, bays, waterfronts, embankments, or other work for protection against overflow; (iii) street or sewer work excluding maintenance or repair; or (iv) purchase of supplies or materials for any of the foregoing, as well as maintenance or repair of streets or sewers, when the expenditure exceeds five thousand dollars ($5,000). PCC § 20164 requires that for Authority public projects, notice requesting bids shall be published at least twice in a newspaper of general circulation, not less than five days apart. The first publication or posting of the notice shall be at least 10 days before the date of opening the bids.

E. Federal Transit Administration

Section 9.c of FTA Circular 4220.1F requires that invitations for bids are to be "publicly" advertised, and Section 9.d of FTA Circular 4220.1F requires that requests for proposals are to be publicized.

F. Caltrans and Federal Highway Administration (FHWA)

Chapter 15, paragraph 15.4 Project Advertisement, of the Caltrans Local Assistance Procedures Manual provides detailed guidance regarding advertising of FHWA- and/or Caltrans-funded projects.

G. Pre-solicitation advertising prescribed in this section is not required for non-competitive, sole source, or emergency procurements processed in accordance with this Manual.

10.0 NON-DISCRIMINATION IN PROCUREMENT

A. All formal contracts entered into by the Agency should contain appropriate clauses prohibiting discrimination by the contractor against any person or group of persons on account of race, color, religion, creed, national origin, ancestry, physical handicap, medical condition, age, marital status, sex or sexual orientation in the performance of the contract.

11.0 ORGANIZATIONAL CONFLICTS OF INTEREST

A. An unfair competitive advantage could result if a contractor were allowed to submit a bid or proposal for work described in a specification or statement of work that the contractor itself developed. For the purpose of eliminating a potential unfair competitive advantage, and in compliance with applicable state and federal laws and regulations, a contractor that develops or assists in developing specifications, requirements, statements of work, invitation for bids, and/or request for proposals for an Agency procurement is excluded from competing for the resultant procurement, unless an appropriate waiver is issued by the Agency. All waivers will be assessed by the Agency on a case-by-case basis.

12.0 DUTIES OF COMMISSION STAFF REGARDING PROCUREMENTS

A. General

Procuring goods, services, and contracts for the Agencies must be a cooperative effort, and it will be the responsibility of all Commission staff involved in procurement to employ sound business judgment and appropriate standards of ethics and fairness to procure goods and services in a manner most advantageous to each Agency. All employees and departments are instructed to follow the procedures set forth in the Manual, as well as any instructions issued by the Procurement Officer regarding procurements.

1. For FTA-funded procurements, the user department should consider use of the FTA checklists provided in FTA Circular 4220.1F, Appendix C, which address, among other things, undue restrictions on competition, when use of brand name or equal is permitted, and other FTA requirements and limitations.

2. For FHWA and Caltrans-funded procurements, the user department shall use the Caltrans' Local Assistance Procedures Manual for guidance and shall ensure that appropriate Agency procurement and contract forms for the relevant funding source are used.

B. In order to initiate a procurement action (including amendments, procurements, exercising of available options, etc.), the user department/project manager should, at a minimum, provide the Procurement Officer with the following items, as applicable:

1. Specification, Scope of Services, or Statement of Work. For a new procurement, a complete and clearly written specification, purchase

description, or statement of work suitable for either competition or for negotiation with a sole source contractor, if justified.

For competitive procurements, incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. ~~the description must not (for federally funded procurements) and should not (for non-federally funded procurements) contain features which unduly restrict competition.~~ The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. For federally funded procurements, detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors must (for federally funded procurements) and should (for non-federally funded procurements) be clearly stated. The procurement documents should identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.

2. Changes. Changes to existing contracts, including amendments and construction change orders, must be documented pursuant to a written amendment or written construction change order, as applicable, executed by the appropriate parties, and should comply with the following.

   a. Amendments

      If a contract amendment has been negotiated based upon an existing advanced pricing arrangement or labor rates/categories included in the underlying agreement, the user department/project manager should provide the Procurement Officer with a copy of the final negotiated scope of services for the extra work, associated pricing terms, and/or schedule.

   b. Construction Change Orders

      Construction change orders should follow the procedures established by the Capital Projects Department, including the Toll Program, and applicable contract specifications. Documentation of the change order does not need to be provided to the Procurement Officer, but should be maintained by the user department/project manager as specified herein. If a construction change order has been negotiated based upon an existing advanced pricing arrangement or labor rates/categories included in the underlying agreement, the user department/project manager should maintain a record of the change order and supporting

documentation in the project files including an independent cost estimate and cost and/or price analysis, as applicable.

i. Any change order must be administered in accordance with its terms, and appropriate documentation must be generated and maintained supporting payment in accordance with state or federal requirements, as applicable.

ii. All change orders must be signed by a Commission employee who is a registered civil engineer.

iii. Any change order in excess of $100,000 also requires approval as follows:

a) $100,000 to $3250,000 by the Project Delivery Director or Toll Program Director; or

b) Greater than $3250,000 by the Executive Director.

iv. Once a change order, including any supplements, have been issued that, either individually or cumulatively exceed $3250,000, all additional supplements to that change order must be approved by the Executive Director.

v. Any change order that will increase the total contract value to an amount that exceeds the contractual authority approved by the applicable Agency may not be executed until additional contractual authority has been obtained through the Agency.

vi. The Project Delivery Director and/or Toll Program Director, as applicable, is responsible for determining that change orders are processed and approved in accordance with departmental and contractual requirements.

c. Non-Construction Change Orders- Commission Toll Operations.

i. Certain Commission toll operations contracts for design, implementation, operations and/or maintenance of the Commission's toll facilities include payment provisions based on fixed prices, and include contract change order provisions that apply to changes in the scope of work.

ii. Change orders under these toll operations contracts should follow applicable contract provisions. Documentation of the change order does not need to be provided to the Procurement Officer, but should be maintained by the toll department/project manager as specified herein. If a change order has been negotiated based upon an existing advanced pricing arrangement or labor rates/categories included in the underlying agreement, the user department/project manager should maintain a record of the change order and supporting documentation in the project files including an independent cost estimate and cost and/or price analysis, as applicable.

iii. Any change order must be administered in accordance with its terms, and appropriate documentation must be generated and maintained supporting payment in accordance with state or federal requirements, as applicable.

iv. Any change order under a toll operations contract requires approval as follows:

a) Up to $3250,000 by the Toll Operations Director; or

b) Greater than $3250,000 by the Executive Director.

v. Once a change order, including any supplements,~~s~~ under any toll operations contract have been issued that, either individually or cumulatively exceed $3250,000, all additional supplements to that change order ~~change orders~~ must be approved by the Executive Director.

vi. Any change order that will increase the total contract value to an amount that exceeds the contractual authority approved by the Commission may not be executed until additional contractual authority has been obtained through the Commission.

vii. The Operations Director is responsible for determining that change orders are processed and approved in accordance with departmental and contractual requirements.

~~c.~~d. Changes to Federally Funded Contracts

For federally funded contracts, findings must be included in the project file that the change is in the general scope of the original contract. A significant change in contract work that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect the contractor is required to perform very different work from that described in the original contract, is considered a "cardinal change" or "tag-on" contract, and is not permitted unless it meets the requirements of Chapter 8, Section 3.0.

3. Agreement Summary Sheet. The user department/project manager must provide a complete and executed Agreement Summary Sheet for all procurement actions, including applicable small purchases, formal procurements, MOUs, agreements, change order modifications and the like. The Agreement Summary Sheet identifies the nature of funding for the subject goods/services, provides a record that the requirement was budgeted and properly approved before the procurement process began, and ensures that the procurement action is assigned a unique agreement number for purposes of contract administration, payment, and recordkeeping.

4. Cost Estimate. The user department/project manager shall provide the Procurement Officer with a cost estimate for the anticipated procurement of

goods/services. See paragraph 6.0 above for additional guidance regarding the development of an independent cost estimate.

5. Justification for Sole Source/Non-competitive Procurement (if applicable). The user department/project manager must prepare and submit to the Procurement Officer a written statement recording all the facts that provide justification for avoiding mandated competitive procurement practices explicitly defined in this Manual and/or required by relevant state and federal law in favor of a non-competitive/sole source award. The Procurement Officer must approve the sole source procurement methodology before the procurement can proceed. If the procurement is funded with state or federal funds, the appropriate findings required by the applicable funding entity must be made. For Caltrans or FHWA funded contracts, a Public Interest Finding (PIF) must be approved by the appropriate funding entity.

13.0 INSURANCE

A. Contractors providing goods and services should be required to carry sufficient insurance to protect the Agency from third party lawsuits for personal injury (including death) and property damage. Insurance may also be required for damage to the Agency's property and for errors and omissions in the provision of professional services.

B. The following types of procurement actions should be reviewed by the Procurement Officer for appropriate levels, types and limits of coverage on a case-by-case basis:

1. All operations and non-operational construction contracts.
2. All professional services contracts.
3. All contracts where work will be performed within "50 feet" of railroad.
4. All environmental contracts, including engineering services.
5. All procurement contracts and/or purchase agreements where outside vendors will be conducting work or performing installation services on Agency premises.
6. All procurement contracts and/or purchase agreements where outside vendors will be delivering products to an Agency facility.

C. The contract documents should ensure that the Agency's contractors will be required to comply with insurance requirements imposed by state and local governments.

D. At a minimum, the contract documents should require the contractor and subcontractor to carry general liability, workmen's compensation, and automobile insurance coverages for public works contracts.

E. In certain limited cases, the Procurement Officer may permit the contractor to substitute an approved program of self-insurance in order to obtain such approval.

The contractor will have to demonstrate that it can sustain the potential losses being self-insured.

F. The Procurement Officer should include insurance and indemnification provisions in equipment, supply, and services contracts in accordance with the policies described herein.

14.0 SUBCONTRACTING

A. The Agency may consider requiring a prime contractor to perform certain tasks or a minimum percentage of the work, in order to ensure that the prime contractor maintains a specified degree of control over the project.

B. Approval of contractor proposed subcontractors usually involves an evaluation of three primary areas:

1. Assurance that the prime contractor has included the required "flow-down" provisions (clauses) from the prime contract in the subcontract.

2. The prime contractor's compliance with the Disadvantaged Business Enterprise (DBE) requirements in its prime contract.

3. Assurance that the prime contractor has selected its critical subcontractors in a prudent fashion, so as to protect the Agency's interests.

15.0. DETERMINATION OF FAIR AND REASONABLE PRICE

A. The Procurement Officer should determine, in writing, that the price to be paid to the successful offeror is fair and reasonable. Typically, adequate price competition is sufficient to establish price reasonableness; however, price reasonableness may also be established through:

1. Prices established by law or regulation;

2. Published catalog or market price for commercial product sold to the public in substantial quantities;

3. Previous or relevant historical pricing for same or similar terms;

4. Valid cost estimate;

5. Value analysis; or

6. Cost/price analysis.

B. Single Offer/Lack of Adequate Competition

1. Upon receiving a single bid or single proposal in response to a solicitation, the Procurement Officer should determine if competition was adequate.

a. Such determination should include a review of the specifications for undue restrictiveness and may include a survey of potential sources that chose not to submit a bid or proposal.

b. If the results of the review are that the scope of work was so restrictive that only one firm could have responded, then there is a lack of

competition. The Procurement Officer should (1) cancel and re-procure the solicitation or (2) treat the solicitation as a sole source procurement, if it meets the requirements of Chapter 7 of this Manual.

c. If the results of the review are that the scope of work was not restrictive and more than one firm could have responded, then there is adequate competition. The Procurement Officer may recommend an award of the agreement to the single offeror, as determined by the Agency, in accordance with this Manual and in accordance with applicable legal requirements.

2. When the price variance between multiple responses reflects a lack of adequate competition, the Procurement Officer may re-solicit quotes or, if appropriate, recommend an award of the agreement to the lowest or best offeror, as determined by the Agency, in accordance with this Manual and in accordance with applicable legal requirements.

3. A recommendation for award under either of the above circumstances should include a statement in the contract file giving the basis for the determination (e.g., that there was adequate competition and/or the pricing terms are fair and reasonable).

16.0 CONTRACT APPROVAL, AWARD, AND EXECUTION

A. Following authorization for contract award by the Agency, the following actions should be taken:

1. The Procurement Officer requests all Agency required documents and contract contingency requirement (e.g., bonds, proof of insurance) from the successful contractor.

2. The Procurement Officer conforms and sends copies of the final contract or amendment to the contractor for signature, and obtains the appropriate Agency authorization by ensuring full execution of the contract.

3. The contract or amendment may be executed in one or more counterparts. The Procurement Officer may accept facsimile signatures, including signatures transmitted via electronic mail, as original signatures. Electronic signatures may be used, and the Procurement Officer may accept electronic signatures in accordance with adopted Agency policy.

4. After full execution of the contract and the contractor's submittal of the required contract contingency items, unless otherwise agreed, the Procurement Officer coordinates with the user department/project manager to prepare a "Notice to Proceed" letter, if required.

5. The Procurement Officer transmits a fully executed contract to the contractor. Conformed copies should be sent to the project manager for use in the administration of the contract.

6. Contract Administration Responsibilities

a. The user department/project manager conducts all further coordination on technical issues between the contractor and the Agency, subsequent to the issuance of the "Notice to Proceed" letter.

b. Issues affecting the business or legal terms in the contract and/or requests for modification or supplemental agreements to the contract should immediately be brought to the attention of the Procurement Officer.

c. The contract and all documents pertaining thereto should be maintained by the Procurement Officer, except for construction change orders which will be maintained by the project management team.

17.0 PROTEST PROCEDURES

A. This section sets forth the protest procedures for the submittal and evaluation of protests relating to all procurements. ~~Under formal procurement processes described under this Manual, an interested party that has timely submitted a bid or proposal in response to any procurement of the Agency may file a protest, to the applicable Agency, objecting to the award of a contract.~~

B. Protests regarding solicitation requirements.

1. If any attempts to resolve participants' concerns during the request for clarifications/question and answer period were unsuccessful, protests regarding the solicitation requirements shall be filed only after the question-and-answer period ends, but no later than five calendar days after the final addendum is issued.

2. Participants may protest the solicitation requirements on the grounds that:

i. A material provision in the solicitation is ambiguous to a point that the participant cannot respond to the solicitation; or

ii. The solicitation restricts fair and open competition; or

iii. Any aspect of the solicitation requirements violates applicable local, state or federal law.

3. Notwithstanding the existence of a protest the Agency may continue the procurement process. The failure of a participant to file a basis for a protest regarding the solicitation requirements within the applicable period shall preclude consideration of that ground in any future protest related to solicitation requirements.

4. This is the only time a prospective participant can file a protest over solicitation requirements.

5. The Agency may, in its discretion, issue addenda or extend the solicitation due date to address the issues raised in a protest.

C. Protests regarding selection.

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1. The Agency will only consider protest by participants that respond to the solicitation. No other party has standing to protest or is considered an interested party.

2. Participants may protest the selection only on the grounds that:

   i. The Agency did not comply with the solicitation process and procedures; or

   ii. The selection violates applicable law.

3. Any protests regarding the Agency's decision of selection shall be filed within ten calendar days of notice of intent to award issuance.

4. The Agency reserves the right to request information and/or documentation from the other participants to respond to issues raised in a protest.

DB. In order for a protest to be considered properly and timely filed, the protest must:

1. Be filed in writing with the Executive Director, within ~~seven (7) calendar days after (i) all requests for clarifications and requests for approved equals have been answered by the Agency or, if no requests for clarification or approved equals are received, after the period for requests for clarifications or approved equals has closed; (ii) after the Agency takes action, or such other time period as may be specified in the solicitation document; or (iii) the date certain contained in the solicitation for any solicitation for which a contract award is not made by the Agency.~~the timeframes outlined in sections (B) and (C) above.

2. ~~Be filed by an actual bidder or proposer~~proposer ~~responding to the procurement and~~ Be signed by a properly authorized representative. ~~No other party has standing to protest or is considered an interested party.~~

3. Identify the specific procurement number involved.

4. Identify the specific requirement, recommended action or decision being protested.

5. Include a detailed written statement on the grounds, legal authority and facts, including all documents and evidentiary statements in support of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury. The protestant shall have the burden of proving its protests by a preponderance of the evidence.~~Specify in detail the grounds for the protest, the facts supporting the protest and the status of the protester.~~

6. Include all relevant supporting documentation with the protest at the time of submittal.

7. Describe the resolution to the protest desired by the protesting party.

If a protest does not comply with each of the seven (7) requirements listed above, the protest will not be considered and will be returned to the protester.

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E~~C~~. The Procurement Officer will attempt to resolve a properly filed protest or perform additional fact-finding, including establishing a protest evaluation team to evaluate the merits of the protest. The Procurement Officer, in consultation with Agency General Counsel, will prepare a recommended resolution of the protest for consideration by the Executive Director. The Executive Director will review the recommendation of the evaluation team and will render a determination to uphold or deny the protest.

F~~D~~. If the Executive Director's decision is to deny the protest, the solicitation may be continued without further delay or the contract will be recommended to the applicable Agency for award, or executed, if previously awarded by the Agency subject to resolution of the protest. If the Executive Director's decision is to uphold the protest, a recommendation will be made to the applicable Agency to amend the solicitation and the date for receipt of proposals or bids, reject all proposals or bids, cancel the request for proposals or invitation for bids and solicit new proposals or bids, award the contract to another proposer, or other such actions as he/she deems appropriate.

G~~E~~. The Executive Director's decision shall be final, and there shall be no further administrative recourse at the local level, except for protests related to federally funded procurements. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.

H~~F~~. The procedures set forth in this Chapter 2, Section 17.0 are not intended to reduce or restrict protest rights specifically provided under applicable funding agreements, or state or federal laws authorizing the use of money funding applicable contracts.

1. In any procurement involving FTA funds, the Procurement Officer shall, if required by FTA, disclose information regarding the protest to FTA and keep FTA informed about the status of the protest.

2. An interested party that has filed a protest must exhaust all administrative remedies with the Agency before pursuing a protest with FTA.

I~~G~~. A debrief will be available for proposers to whom award was not made, for a period of ten (10) days following award of the contract by the Agency.

J. If the Agency solicitation documents contain protest procedures that differ from the procedures in this Manual, the procedures in the solicitation documents shall govern.

18.0 PUBLIC RECORDS REQUESTS

A. All requests for procurement related records and/or information must be submitted to the Clerk of the Board for appropriate action. Procurement related records should not be disclosed as public information until staff recommendation for award has been forwarded to all interested parties or as otherwise appropriate under the California Public Records Act and applicable state and federal laws, guidelines and requirements.

CHAPTER 3 – COMPETITIVE SEALED BIDS ("LOW BID")

A. PUC § 130232, applicable to the Commission, requires that the purchase of all supplies, equipment, and materials, and the construction of all facilities and works, when the expenditure required exceeds twenty-five thousand dollars ($25,000), must be by competitive sealed bidding, also known as "low bid", contracting, with the contract let to the lowest responsive, responsible bidder. Notice requesting bids must be published in at least one newspaper of general circulation. The publication must be made at least ten (10) days before the date for receipt of bids.

B. PCC § 20160, et. seq. requires that public projects of the Authority, as defined in PCC § 20161 and as set forth in Chapter 2, Section 9.D of this Manual, when the expenditure required exceeds five thousand dollars ($5,000), must be by low bid, with the contract let to the lowest responsive, responsible bidder. PCC § 20164 requires that for Authority public projects, notice requesting bids shall be published at least twice in a newspaper of general circulation, not less than five days apart. The first publication or posting of the notice shall be at least 10 days before the date of opening the bids.

C. Notwithstanding the notice periods above, based on the nature of the procurement, a longer period of time shall be provided, as necessary, to ensure that bidders are allowed adequate and sufficient time to prepare bids before the date of bid opening. The resulting contract will be a fixed price contract.

D. In order for competitive sealed bidding to be most effective, the following conditions should be present in the development of an Invitation for Bids (IFB):

1. A complete, adequate and sufficiently generic specification is developed;
2. Adequate competition is available in the marketplace (two or more responsive and responsible bidders will compete); and
3. The procurement lends itself to a firm-fixed price contract.

E. Discussions and Communications

1. Bids shall be evaluated without discussions with bidders.
2. Information concerning proposed procurements should not be released outside the Agency before an IFB is released, except for pre-solicitation notices and publicly available general project information.

F. Pre-Bid Conferences

1. The Contracting Officer may use pre-bid conferences to explain procurement requirements.
2. If the Agency requires any type of mandatory pre-bid conference, site visit, or meeting, the IFB should include the time, date, and location of the mandatory pre-bid site visit, conference or meeting, and when and where project documents, including final plans and specifications are available. Any mandatory pre-bid site visit, conference or meeting should be no

sooner than a minimum of five (5) calendar days following the publication of the IFB.

G. Bid Addenda

1. If it becomes necessary to make changes in quantity, specifications, delivery schedules, opening dates, or other items, or to correct a defective or ambiguous IFB, the change should be accomplished by addendum of the IFB.

2. Addenda to an IFB should be identified as such and should require the bidder to acknowledge receipt of all addenda issued.

H. Time Of Bid Receipt

The IFB must specify a time for receipt of bids. Bids must be received in the office designated in the IFB or be submitted electronically through the electronic bid management system used by the Agency for the applicable procurement not later than the time identified in the IFB. For electronically submitted bids, the Agency will only consider bids that have transmitted successfully and have been issued a confirmation number with a time stamp from the electronic bidding system indicating that the bid was submitted successfully.

I. Late Bids

Unless otherwise specified in a particular bid solicitation, bids are considered late based on the time clock at the 3rd floor Commission Receptionist Desk, located at 4080 Lemon Street, Riverside, CA 92501 or, as applicable, as determined by the electronic bid management system. Bids are considered late if the time stamped by the Agency upon receipt of the bid is later than the deadline/time identified in the IFB. If the procurement is pursuant to an electronic bidding process, the electronic bid management system will not accept bids submitted later than the deadline/time identified in the IFB. Late bids will not be accepted by the Agency, unless a bid is late owing solely to Agency mishandling or some other legitimate extenuating factor, as determined in the Agency's sole discretion.

J. Receipt Of Bids

As bids are received, the Procurement Officer should secure and safeguard the bids until the established time for bid opening. For electronic bids, the electronic bid management system ensures that the bids are not accessible until the time for bid opening.

K. Opening Of Bids

The Procurement Officer will coordinate the bid opening. Bids may be opened electronically through the electronic bid management system, or will be publicly opened, read aloud to the persons present, and recorded. Bids may also be publicly opened via webconference or videoconference, as may be appropriate based on the circumstances. Bid opening documentation should include the date, time, and place of bid opening, if applicable, and a tabulation of bidder names and related bid amount.

L. Recording Of Bids

Construction bids over the small purchase threshold of $25,000 for the Commission and $5,000 for the Authority that are publicly opened will be recorded on a bid summary or bid tabulation sheet. The Procurement Officer should certify the accuracy of the bid summary sheet by placing his/her signature thereon. The Procurement Officer should ensure that these results are posted on the applicable Agency internet site within a reasonable time after bid opening.

M. Tie Bids

If two or more responsible and responsive bids are received for the same total or unit price, quality and service being equal, the Agency shall establish a date and time to draw lots, which shall be accomplished by tossing a coin or pulling bidder names out of a hat, to determine the winner. Using the lottery method, the Agency shall:

1. Advise the tied bidders in writing that a tie has occurred, advise them a winner will be determined by drawing lots, and invite them to attend the drawing.
2. Conduct the drawing of lots on the date and time previously established with at least two individuals as witnesses. The procurement file should reflect the names, titles, and departments of the witnesses. If the witnesses are not Commission staff, the name, organization, address, and telephone number of the individuals should be listed.
3. Declare the winner of the drawing of lots as the apparent low bidder for bid evaluation and award purposes.

N. Alternative Sources of Procurement Authority

Notwithstanding the requirements of PUC § 130232 or PCC 20160, et. seq., and the provisions set forth in this Chapter, the Agencies may use Cooperative Agreements (as described in Chapter 1, Section 6.0) where such use is otherwise permitted by law.

CHAPTER 4 – ALTERNATE DELIVERY CONTRACTS

1.0 PURPOSE

A. For the purposes of this Chapter, "Design-Build" means a method of procuring design and construction from a single source. The selection of the single source occurs before the development of complete plans and specifications.

For the purposes of this Chapter, "Progressive Design-Build" means a project delivery method in which both the design and construction of a project are procured from a single entity that is selected through a qualifications-based selection at the earliest feasible stage of the project.

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For the purposes of this Chapter, "CM/GC" means a project delivery method in which a construction manager is procured to provide preconstruction services during the design phase of the project and construction services during the construction phase of the project. The structure of the contract for such services is within the discretion of the Agency.

For the purposes of this Chapter, "Alternate Delivery Method" means Design-Build, CM/GC or any other alternate method of project procurement or delivery which the Agency is authorized by law to utilize.

B. As set forth in PCC Section 6820, et. seq., the Commission is authorized to utilize Design-Build for projects on or adjacent to the state highway system, including related non-highway portions of the project, based on either best value or lowest responsible bid.

C. As set forth in PCC Section 22180, et. seq., the Commission is authorized to utilize the Progressive Design-Build method for up to 10 public works projects in excess of five million dollars ($5,000,000) for each project.

D~~C~~. As set forth in PCC Section 6700, et. seq., the Commission is authorized to utilize the Construction Manager/General Contractor (CM/GC) method, contingent upon delegation of authority by Caltrans, for two highway projects in Riverside County.

E~~D~~. As set forth in AB 115 (Chapter 20, Statutes of 2017), the Commission is authorized to utilize CM/GC for the 91 Toll Connector to Interstate 15 North project.

F~~E~~. As set forth in PCC Section 6700, et. seq., the Commission is authorized to utilize CM/GC method for certain expressways that are not on the state highway system, provided that the required findings are made, consistent with PCC Section 6701, and the Commission adopts the CM/GC method.

G~~F~~. As set forth in AB 115 (Chapter 20, Statutes of 2017), the Commission is authorized to amend or change any existing contract for the Interstate 15 express lanes construction project or the State Highway Route 91 express lanes to include work or services on the 91 Toll Connector to Interstate 15 North project, if the Commission, with the concurrence of Caltrans, finds that to be a cost-effective method to accelerate the delivery of that project.

H. The Commission may utilize any Alternate Delivery Method authorized by state law, even if not explicitly defined in this Manual.

2.0 PROCEDURES FOR ALTERNATE DELIVERY CONTRACTS

A. The Executive Director may adopt any lawful methods, procedures and criteria that he or she determines are in the best interest of each Agency.

B. The Toll Program Director, through coordination with the Procurement Officer, will prepare documents for the solicitation of proposals for highway-related Alternate Delivery procurements by the Commission.

C. Where an Alternate Delivery Method does not require a solicitation of proposals, the Toll Program Director shall, through coordination with the Procurement Officer, prepare the contract documents for such procurement by the Commission.

D. Contract documents for an Alternate Delivery Method to be used by the Authority shall be prepared as directed by the Procurement Officer.

E. The documents prepared for Alternate Delivery procurements shall control over any conflicting provisions contained herein.

F. The Commission shall use a procurement method permitted by law and appropriate for the elements of the services (design v. construction) representing the preponderance of work and having the greatest cost, even though other necessary services would not typically be procured by that method. For example, the construction costs of a Design-Build project are usually predominant, so the Commission would use competitive negotiations or sealed bids for the entire procurement rather than the qualification-based "Brooks Act" procurement procedures.

1. The use of the Design-Build procurement method for FTA-funded projects shall comply with FTA Circular 4220.1F, Section VI.3.h.

2. The use of the Design-Build procurement method for FHWA-funded projects shall comply, as applicable, with any requirements specified by Caltrans in the relevant project agreements.

CHAPTER 5 – COMPETITIVELY NEGOTIATED PROCUREMENTS

1.0 NEGOTIATED PROCUREMENTS—GENERAL

A. This Chapter outlines the procedures for competitively negotiated procurements for contracts:

1. Not legally required to be procured through the low-bid competitive procurement method pursuant to PUC §130232 as applies to the Commission, or PCC § 20160, et. seq., as applies to the Authority; and

2. Intended to be awarded on the basis of both price and non-price factors.

B. A procurement is "negotiated" if discussions, negotiations, or other exchanges between the Agency and the offerors are anticipated and planned in order to maximize the Agency's ability to communicate, understand, and obtain the best value for contract award.

1. The exchanges involve bargaining, persuasion, alteration of assumptions and positions, and give-and-take applied to price, schedule, technical requirements, type of contract, and other proposed terms.

2. The exchanges after establishment of the competitive range of price and terms are done with the intent of allowing the offeror to revise its proposal, once and potentially several times.

C. Though not an all-inclusive listing, competitively negotiated procurements can be used for the following types of procurements:

1. Professional services contracts for non-architect-engineer related services; miscellaneous service contracts;

2. Architect-Engineer and related services contracts as further defined and subject to the limitations specified in Section 6.0 of this Chapter;

3. Specialized equipment, computers, telecommunications equipment, microwave equipment and other related electronic equipment and apparatus; or

4. Best Value, Alternate Delivery contracts described in Chapter 4.

2.0 SOURCE SELECTION TECHNIQUES

A. The Procurement Officer can choose from a range of source selection techniques for the competitively negotiated process based on:

1. What is suitable for the specific circumstances of a requirement, and

2. Which technique provides the best opportunity to tradeoff price/cost and qualitative benefits in order to gain the best value for the Agency.

B. In acquisitions where the requirement is clearly definable and the risk of unsuccessful contract performance is minimal, and excluding contracts for Architect-Engineer and related services, cost or price may play a dominant role as a significantly important evaluation factor for award.

C. On the other hand, the less definitive the requirement, a requirement for technical superiority, more development work required, or the greater the performance risk, then the technical or past performance considerations play a more dominant role as significantly important evaluation factors for award.

D. The Agency obtains best value in negotiated acquisitions by using any one or a combination of selection approaches wherein the relative importance of cost or price may vary with other non-cost or price factor(s). The Procurement Officer and user department/project manager shall select an approach that will provide the Agency with the best offer based on the requirements, and on applicable legal requirements.

E. All evaluation factors associated with a particular proposal shall be identified along with their relative importance. The Procurement Officer, in cooperation with the user department/project manager, may utilize explicit factors, price performance trade off, technically qualified/lowest price or other reasonable and appropriate means of evaluating proposers.

F. Proposals will be solicited from an adequate number of qualified sources. In determining sources to solicit, the Procurement Officer should use all reasonable means available to ensure that an adequate number of potential qualified proposers receive the solicitation in order to obtain maximum fair and open competition.

3.0 PROPOSAL EVALUATION

A. The evaluation factors that will be considered in evaluating proposals shall be tailored to each procurement and shall include only those factors that will have an impact on the source selection decision. The evaluation factors that apply to a particular procurement and the relative importance of those factors are within the broad discretion of the Procurement Officer and/or the user department/project manager.

B. The Procurement Officer shall establish a formal evaluation committee, of at least two persons, referred to as the "Evaluation Committee." The size of an evaluation committee should be (1) based on the size and complexity of the goods or services being procured and (2) well balanced and represented by individuals involved with the procurement and/or affected by the goods or services being procured. The Evaluation Committee will be charged with responsibility for evaluating proposals, short listing firms, establishing a competitive range, and/or recommending a firm or firms for contract award.

1. Personnel engaged in the evaluation process shall not discuss or reveal information concerning the evaluations except to those individuals participating in the same proceedings and only to the extent that information is required in connection with such proceedings.

2. Divulging information during the evaluation, selection, and negotiation phases to offerors or to personnel not having a need to know is prohibited as it could jeopardize the evaluation process and resultant award.

C. The Evaluation Committee will evaluate each proposal in accordance with the evaluation criteria in the solicitation. The Evaluation Committee's selection decision is subject to the final approval of the applicable Agency or the Executive Director, as required under this Manual.

4.0 REJECTION OF PROPOSALS

A. The Evaluation Committee may reject all proposals received that are determined not to be in the competitive range, including those proposals made by offerors who refuse to execute any reasonably required representations and/or certifications.

B. The Executive Director may, in his or her discretion, do any of the following (i) reject any or all proposals received, (ii) cancel the procurement process, and/or (iii) direct commencement of a new procurement process for the same services because:

1. All otherwise acceptable proposals received are at unreasonable prices;

2. The proposals were not independently arrived at in open competition, were collusive or were submitted in bad faith; or

3. For other reasons, rejection is clearly in the Agency's best interest.

5.0 NEGOTIATION; SELECTION

A. The methods and procedures for selection and negotiation will be determined by the Procurement Officer, in coordination with the user department/project manager, and set forth in the request for proposals.

6.0 SPECIAL PROVISIONS APPLICABLE TO ARCHITECT-ENGINEER AND RELATED SERVICES

A. This Section prescribes guidelines and requirements for the procurement of Architectural-Engineering ("A-E") and related services. A-E Services are defined as professional services of an architectural or engineering nature that are required by law to be performed by a registered or licensed architect or engineer. Related services include: land surveying and construction project management. For the procurement of A-E and related services, the Procurement Officer shall follow the procedures set forth in this Section 6.0, in addition to the pertinent procedures set forth elsewhere in this Chapter.

B. If the procurement is for A-E and related services, the selection must be based on the demonstrated competence and qualifications of prospective contractors, and shall comply with Government Code 4525, et seq., and, when applicable, the laws and regulations that govern the procurement of design-related services with federal funds (see e.g., Title 23 U.S.C. 112, Letting of Contracts and 23 CFR 172, Administration of Engineering and Design Related Service Contracts). These services shall be acquired based on a two-step, sealed bidding procedure, whereby qualifications are presented in a separate sealed envelope from a firm's price proposal. The proposals shall be evaluated based on qualifications only, and price negotiations shall then be commenced with the proposer determined by the Agency to be most qualified. If the Agency is unable to negotiate satisfactory terms, at a

fair and reasonable price, with the proposer considered to be most qualified, then negotiations shall be terminated with that proposer and commenced with the next most qualified proposer. This process shall be continued with successive qualified proposers until agreement is reached that is determined to be fair and reasonable.

CHAPTER 6 – SIMPLIFIED PURCHASE PROCEDURES

1.0 GENERAL

A. Procurement of materials, supplies, or services by each Agency should adhere to the procedures in this Manual, as described in Chapter 2, Section 1.G. The procedures ensure that the appropriate authorizations are secured for the type of procurement made, and that the minimum requirements associated with the materials, equipment, supplies or services requested are procured in a fair and open manner.

B. This Chapter sets forth the procedures for small purchases and other simplified purchase procedures. These purchases should be made competitively except where it is in the best interests of the Agency to accomplish such purchases non-competitively. Justification for such non-competitive procurement should be made, in writing, and maintained in the procurement record.

2.0 REQUIREMENTS FOR MICROPURCHASES

A. If the purchase price for required supplies, equipment, services and/or materials is considered a micropurchase as defined in Chapter 2, Section 1.G, then multiple quotes are not required; however, such purchases should be fairly priced using a purchase technique that best serves the needs of the Agency, and rotated among commercial vendors offering competitive pricing.

B. Micropurchases may be accomplished by securing one proposal or quotation from a commercial vendor offering supplies, equipment or materials to the public in substantial quantities and the price is deemed to be fair and reasonable.

   a. For federally-funded procurements, the determination that the price is fair and reasonable and how the determination was derived must be included as documentation in the procurement file.

C. If oral quotes are obtained, written record of the quotes should be retained. The record should include, at a minimum, vendor name, telephone number and address, name of person providing the quote, and terms.

3.0 USE OF SMALL PURCHASE PROCEDURES

A. For small purchases as defined in Chapter 2, Section 1.G, staff should obtain a minimum of three (3) written quotations with reasonable efforts to include at least one DBE vendor if federally funds are utilized and, when practicable and appropriate, an award should be made on the basis of lowest price.

B. For Commission public works projects (i.e., maintenance, repair or construction work), Authority public projects, as defined in Chapter 2, Section 9.D of this Manual, and planned solicitations for services defined as small purchases in accordance with Chapter 2, Section 1.G, review by the Procurement Officer prior to the solicitation of quotes is required in order to ensure compliance with relevant insurance requirements, applicable legal mandates, e.g., insurance, bonding, prevailing wage, and payroll records.

C. The Procurement Officer should use and/or authorize the Small Purchase Procedures that are most suitable, efficient, and economical based on the circumstances of each procurement and determine that the price is fair and reasonable.

4.0 PROHIBITED USE OF SMALL PURCHASE PROCEDURES

A. The Procurement Officer and or Commission staff may not divide, split or fragment a procurement totaling more than the Agency's small purchase limitation into several purchases that are less than the limit in order to use the Small Purchase Procedures.

CHAPTER 7 – NON-COMPETITIVE AND EMERGENCY PROCUREMENTS AND REMEDIAL MEASURES

1.0 NON-COMPETITIVE PROCUREMENTS

A. The non-competitive procurement of non-federally funded goods and services, which otherwise require competitive procurement may be authorized under one or more of the following circumstances, subject to any minimum Agency vote required by applicable law, or any other requirements of applicable law:

1. The Agency has advertised the contract as required by this Manual and has undertaken reasonable efforts to solicit potential contractors, but has determined that competition is inadequate;

2. There is only a single source of supply available, or only one contractor is qualified to provide the service or product;

3. The goods or services are to be provided by a government or other public entity;

4. The goods or services are to be provided pursuant to an amendment of an existing contract that does not materially alter the terms and conditions of the contract (other than to extend the term and/or increase compensation to provide for the extended term or for additional goods/services to be provided under substantially the same terms of the original contract), provided that such renewal, extension or amendment is authorized or permitted by the contract;

5. The equipment to be purchased is of a technical nature and the procurement thereof without advertising is necessary in order to assure standardization of equipment and interchangeability of parts;

6. The item to be purchased is a capital maintenance item that is available only from the original manufacturer or supplier or is required to maintain system operational compatibility and connectivity with the existing system(s);

7. The contract is for employment services;

8. The contract is one for which only per diem and travel expenses are paid and there is no payment for services rendered;

9. The Agency is piggybacking on an existing agreement between a contractor and any public agency or entity if: (a) the proposed Agency contract is for the same material scope of work as the other contract; (b) the proposed Agency contract contains substantially the same terms as the other contract; (c) the other contract was competitively procured in accordance with requirements applicable to such other agency's procurements; and (d) the procurement is otherwise in compliance with legal requirements applicable to Agency.

10. The provisions listed under Chapter 8, Section 3.0 regarding federally funded sole source, non-competitive, sole source procurements are applicable; or

11. Except as may otherwise be limited by applicable law, the Agency determines that a non-competitive procurement is in the public interest and in the best interest of the Agency.

B. Except as limited by applicable law, the Executive Director shall have authority to determine that non-competitive procurements are permitted under paragraph A, subparagraphs (1) through (11) for contracts for amounts less than or equal to $250,000. Approval of the applicable Agency is required for contracts over $250,000. Each decision to proceed with a non-competitive procurement must be supported by a written justification that is approved by the Executive Director or Procurement Officer, as required under this Manual.

C. The Procurement Officer will take action, whenever possible and in coordination with the user department/project manager, to avoid the need to continue to procure the same supply, service, or construction without competition.

D. A non-competitive or sole source procurement, where competition is legally required, should not be justified on the basis of any of the following circumstances:

1. The lack of adequate advance planning for the procurement of the required commodities, services, or other items;

2. Delays in the procurement caused by administrative delays, lack of sufficient procurement personnel, or improper handling of procurement requests or competitive procedures; or

3. Pending expiration of budget authority.

E. The Procurement Officer should ensure that each non-competitive contract contains all of the required clauses, representations, and certifications, in accordance with the applicable laws, regulations, or Agency adopted policy.

F. The Procurement Officer should ensure that proper records of each non-competitive procurement are maintained.

2.0 EMERGENCY PROCUREMENTS; REMEDIAL MEASURES

A. The Agency may award a contract on an emergency basis if the requirement is essential to deal with an existing emergency condition, as defined below in Paragraph "B", and the Executive Director may award a contract when necessary as a remedial measure as defined below in Paragraph "C" or when permitted under Paragraph "D". Such award by the Commission shall be made in compliance with PUC § 130234, as applicable. The emergency procurement of supplies or services and procurements as a remedial measure should be limited to quantities and time periods sufficient to meet the immediate threat and should not be used to meet long-term requirements.

B. For purposes of an emergency procurement under this Chapter, an "emergency condition" is a situation (such as a flood, epidemic, riot, equipment failure, or any other reason declared by the Agency) which creates an immediate threat to the public health, welfare, or safety. The existence of an emergency condition creates an immediate need for supplies, services, or construction which cannot be met through normal procurement methods, and the lack of which would seriously threaten one (1) or more of the following:

1. The health or safety of any person;
2. The preservation or protection of property;
3. The continuation of necessary Agency functions; or
4. Contract delays that could result in an increase to the cost of the project.

In the case of contracts for services, the Executive Director may declare the emergency condition.

C. The Executive Director may authorize the expenditure of funds previously appropriated by the Commission for the direct purchases of goods and services, without following bid requirements (i) when a finding is made that immediate remedial measures are necessary to avert or alleviate damage to property, or to replace, repair, or restore damaged or destroyed property, of the Commission and are necessary in order to ensure that the facilities of the Commission are available to serve the transportation needs of the general public, and upon determining that available remedial measures, including procurement or construction in compliance with PUC § 130232, 130233, and 130234, are inadequate.

D. In addition, for procurements that are not subject to the PUC for the Commission, or the PCC for the Authority, the Executive Director may authorize and complete Agency procurements on a noncompetitive, emergency basis as necessary to address emergency conditions, as described herein.

E. A contract procured on an emergency basis or as a remedial measure should not be modified to expand the scope or extend the time of the procurement unless a limited number of additional commodities, services, or other items are needed to fill an ongoing emergency requirement until regular procurement action procedures initiated under other Chapters in this Manual can be completed.

F. The Executive Director must, after an emergency expenditure in excess of his/her delegated signature authority, and after an expenditure necessary as a remedial measure, submit to the Agency a procurement summary explaining the necessity for the expenditure.

G. The Procurement Officer should ensure that each emergency procurement contract and/or contract entered into as a remedial measure contains the required clauses, representations, and certifications, in accordance with the requirements of this Manual.

H. The Procurement Officer should ensure that proper records of each non-competitive procurement are maintained in accordance with the requirements of this Manual.

I. For a public project of the Authority, as defined in Chapter 2, Section 9.D of this Manual, the provisions above shall not apply. In such case, the Authority shall comply with the provisions set forth in PCC § 20168 applicable to emergencies requiring the immediate expenditure of public money to safeguard life, health, or property.

3.0 WRITTEN JUSTIFICATION FOR EMERGENCY AND OTHER NON-COMPETITIVE PROCUREMENTS

A. In each instance where the non-competitive procurement procedures set forth in this Chapter are used, the user department/project manager is required to prepare a written statement recording all of the facts that provide justification for proceeding with the non-competitive or emergency procurement.

B. The Procurement Officer must approve the justification for all non-competitive procurements described under this chapter before such a procurement can proceed.

CHAPTER 8 – REFERENCES TO APPLICABLE LAWS/REGULATIONS

1.0 GENERAL

A. This Manual lists references to the various federal, state, and local regulations, to which the Manual was written to conform and/or comply.

B. The Procurement Officer will be responsible, in cooperation with the Agency General Counsel, for reviewing these references from time to time in order to review new requirements and to note updates to the existing regulations. Notwithstanding any provision of this Manual, updates or changes to existing law shall apply regardless of whether the Manual has been changed.

C. The majority of Chapter 8 of this Manual applies to FTA and FHWA funding. Since the Authority does not use these funding sources, these sections are applicable to the Commission only. The Procurement Officer, in cooperation with General Counsel, will ensure that the Authority complies with procurement requirements applicable to any state or federal grants received by the Authority.

2.0 REFERENCES

A. For the Commission capital projects and contracts for goods and services utilizing FTA or FHWA funds, the provisions included in the Manual will apply only to the extent that they do not conflict with FTA or FHWA requirements, including the standards of FTA Circular 4220.1F, or the most current version thereof, entitled "Third Party Contracting Requirements" or FHWA Form FHWA-1273 entitled "Required Contract Provisions Federal-Aid Construction Contracts." In case of any conflict, the applicable federal standards shall govern. The foregoing documents, though not all-inclusive, set forth requirements that the Commission must comply with in the solicitation, selection and administration of contracts funded by the FTA and FHWA, respectively.

B. For projects funded by Caltrans and/or FHWA, the selection process shall be in accordance with Caltrans' Local Assistance Procedures Manual.

C. FTA Circular 4220.1F (or the most current version thereof) sets forth the requirements the Commission must adhere to in the solicitation, award, and administration of its third party contracts. FTA Circular 4220.1F applies to all FTA grantees and subrecipients that contract with third parties under FTA assistance programs.

   a. In addition to the requirements set forth in this Chapter 8, the FTA standards for competition are set forth generally in Chapter 1 hereof and the FTA procedures for competitive sealed bid ("low bid") procurements and competitively negotiated procurements are set forth in Chapters 3 and 5 hereof, respectively.

D. Some of the requirements include the following:

1. Pre-Award Audits. A pre-award (pre-negotiation) audit shall be completed, as required based on the participating state or federal funds, for each consultant contract.

2. Brooks Act Provisions. The provisions of the Brooks Act (40 U.S.C. 544) require local agencies to award federally funded engineering and design contracts on the basis of fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 CFR, Section 172).

3. Required Contract Provisions/Forms.

   a. Disadvantaged Business Enterprise

      i. Notice to Proposers Disadvantaged Business Enterprise Information

      ii. Standard Agreement for Subcontractor/DBE Participation

      iii. Local Agency Proposer DBE Commitment (Consultant Contracts)

      iv. Local Agency Proposer DBE Information (Consultant Contract)

      v. Final Report-Utilization of DBE, First-Tier

      vi. Subcontractor Listing

   b. Federal Lobbying Restrictions, Title 31 U.S.C. Section 1352

      i. Non-lobbying Certification for Federal-aid Contracts

      ii. Disclosure of Lobbying

   c. Financial Provisions.

      i. Compliance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

      ii. Compliance with 48 CFR, Chp. 1, Part 31, Contract Cost Principles and Procedures.

4. iii. Provisions required by Caltrans Master Funding Agreement. Caltrans/FWHA Authorization to Proceed. FHWA or Caltrans acting in FHWA's behalf must give the local agency an "Authorization to Proceed" with a project prior to the performance of any work for which federal reimbursement is to be requested, including the pre-award audit. Copies of the "Authorization to Proceed" and the consultant contract must be retained in the project files for future audit purposes.

5. Veterans Employment. Pursuant to 49 U.S.C. 5325(k), the Commission shall ensure that contractors working on an FTA-funded capital project give a hiring preference, to the extent practicable, to veterans (as defined in Section 2108 of Title 5) who have the requisite skills and abilities to perform

the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee. For FHWA-funded capital projects, the Commission shall comply with the veteran's preference requirement, as set forth in 23 U.S.C. 114.

E. Though not an all-inclusive listing, the following laws, regulations and code sections are applicable to Agency contracts funded with federal or state funds, dependent on the specific funding source::

Federal Statute, Regulations, Policies, and Agreements	**Subject**
2CFR Part 200	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
49 CFR Part 26	Participation by Minority Business Enterprises; DBE Program
FAR Part 31	Contract Cost Principles and Procedures
FTA Circular 4220.1x	Third Party Contracting Requirements
FTA Circular 5010.1x	Grant Management Guidelines
FTA Master Agreement	Terms & Conditions of Grantee Administration of Projects Supported & Funded by the FTA
Caltrans Local Assistance Master Agreement	Terms & Conditions of Grantee Administration of Projects Supported & Funded by the FHWA or Caltrans
23 U.S.C. 114 / 23 CFR 633 23 U.S.C. 315 / 49 CFR 1.48	Form FHWA-1273 entitled "Required Contract Provisions Federal-Aid Construction Contracts."
23 CFR 172	Procurement, Management, and Administration of Engineering and Design Related Services

Though not an all-inclusive listing, the following laws, regulations and code sections are applicable to both Agencies.

CA State Codes	**Section(s)**	**Subject**
Civil Code	9550-9566	Payment Bond
Civil Code	3320	Payments to Prime Design Professionals
Code of Civil Procedure	995.311	Bond Issuer Requirements
Government Code	4525 et seq.	Architect & Engineering Services
Government Code	6250 - 6270	Public Records Disclosure
Government Code	5956 et seq.	Infrastructure Projects
Labor Code	1777.1	Debarment by California Labor Commissioner
Labor Code	1770-1780	Prevailing Wage, Work Hours, Certified Payroll Records, Apprentices

CA State Codes	Section(s)	Subject
Public Contract Code	1103	Responsibility on Public Works Contracts
Public Contract Code	1104	Plans and Specifications
Public Contract Code	3300	Contractor's License
Public Contract Code	3400	Brand Name OR Equal; Restrictive Clauses
Public Contract Code	4100 - 4114	Subcontracting
Public Contract Code	5100 - 5107	Relief of Bidders
Public Contract Code	6100 - 6610	Awarding of Contracts
Public Contract Code	6700 et. seq.	Construction Manager/General Contractor Authority
Public Contract Code	7100 - 7200	Contract Clauses, Non-Collusion Affidavit
Public Contract Code	9201 - 9204	Claims and Disputes
Public Contract Code	10335 et seq.	Service Contracts
Public Contract Code	20101	Prequalification
Public Contract Code	20103.6	Limitation on Architect's Indemnity Obligation
Public Contract Code	20103.8	Alternative Bids
Public Contract Code	20104-20104.6	Resolution of Construction Claims
Public Contract Code	20104.50	Progress Payments on Public Works
Public Contract Code	22300	Substitution of Securities

Though not an all-inclusive listing, the following laws, regulations and code sections are applicable to the Commission only.

CA State Codes	Section(s)	Subject
Public Contract Code	6820 et seq.	Design/Build Authority
Public Utilities Code	130232 - 130239	Award of Contracts Based On Price or Price and Other Factors; Bid Security; Emergency Procurements; Advertising; Immediate Remedial Measures; Rejecting Bids
Public Utilities Code	130232(c)	Authorization of Executive Director for Bid Expenditures <$50,000.
Public Utilities Code	130232(d)	Bid Security for Construction Work >$25,000

Though not an all-inclusive listing, the following laws, regulations and code sections are applicable to the Authority only.

CA State Codes	Section(s)	Subject
Public Contract Code	20160, et. seq.	Low Bid Procurement of Public Projects; Bid Security; Emergency Procurements; Advertising; Rejecting Bids

Public Contract Code	22050	Emergency Contracting Procedures

3.0 FTA/FHWA-FUNDED PROCUREMENT BY NON-COMPETITIVE (SOLE SOURCE) PROPOSALS

A. Notwithstanding any other provision herein, federally funded contracts must comply with the federal requirements for non-competitive or sole source procurements. Non-competitive or sole source procurements are accomplished through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. A contract change that amounts to a "cardinal change" or a "tag-on" as defined in FTA Circular 4220.1f that involves a major deviation from the original purpose is considered a sole source procurement on a federally funded contract that must comply with this paragraph.

1. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, competitive sealed bids, or competitive proposals and at least one of the following circumstances applies:
    a. The item is available only from a single source;
    b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
    c. FTA/FHWA, as applicable, authorizes noncompetitive negotiations—e.g., if FTA/FHWA, as applicable, provides a joint procurement grant or a research project grant with a particular firm or combination of firms, the grant agreement is the sole source approval;
    d. After solicitation of a number of sources, competition is determined inadequate;
    e. The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced. The grantee must first certify in writing to FTA:
        i. that such manufacturer or supplier is the only source for such item; and
        ii. that the price of such item is no higher than the price paid for such item by like customers; or
    f. Any other circumstance justifying sole source procurement set forth in the applicable federal rules and regulations.
2. For Caltrans or FHWA funded procurements, a PIF has been approved by the applicable funding entity.
3. A cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.

4.0 DISADVANTAGED BUSINESS ENTERPRISE AND OTHER REQUIREMENTS

A. In order to ensure the Commission's compliance with the federal DBE Program on all applicable procurements funded with United States Department of Transportation (DOT) dollars, the Commission will make reasonable efforts to utilize disadvantaged business enterprises in compliance with applicable federal regulations.

B. The Commission's procurement process is structured to ensure that its DBE Program supports the Commission's commitment to promote, foster and utilize disadvantaged business enterprises as required and defined by applicable federal regulations.

C. As a condition of funding assistance, and in accordance with DOT DBE regulations published in applicable federal regulations, the Commission is required to submit for approval a DBE Program and regular DBE goals, which it will make good faith efforts to achieve through procurement actions carried out under this Manual.

D. Pursuant to 2 CFR Part 200.321, the Commission shall also take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible on federally funded projects.

5.0 [RESERVED]. ~~GEOGRAPHICAL PREFERENCES~~

~~A. For any federally-funded contracts, except when procuring A-E services, the Commission is prohibited from using statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals unless federal statutes expressly mandate or encourage geographic preference.~~

6.0 REVENUE CONTRACTS

A. The Commission may enter into revenue contracts with a third party whereby the primary purpose is to either generate revenues in connection with a transit-related activity or create business opportunities utilizing an FTA-funded asset. The FTA requires such third party revenue contracts to be awarded utilizing competitive selection procedures and principles. The extent of and type of competition required is within the discretionary judgment of the Commission.

7.0 STATUTORY AND REGULATORY REQUIREMENTS

A. The Commission shall comply with applicable federal statutory and regulatory requirements (such as Davis-Bacon Act, DBE, Debarment and Suspension, Clean Air, Environmental and Conservation Requirements, Buy America and Cargo Preference) in carrying out federally-funded procurement actions under this Manual. Below is a contract clause matrix that is applicable to third-party contract provisions for federally funded contracts, excluding micropurchases and except for Davis-Bacon requirements which apply to construction contracts exceeding $2,000. The matrix should be reviewed at least annually for any regulatory changes.

TYPE OF PROCUREMENT					
PROVISION	**Professional Services/A&E**	**Operations/ Management**	**Rolling Stock Purchase**	**Construction**	**Materials & Supplies**
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Remedies for Breach	>SAT	>SAT	>SAT	>SAT	>SAT
Termination	>$10,000 if 2 CFR Part 200applies.	>$10,000 if 2 CFR Part 200 applies.	>$10,000 if 2 CFR Part 200 applies.	>$10,000 if 2 CFR Part 200 applies.	>$10,000 if 2 CFR Part 200 applies.
Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)	All	All	All~~>$10,000~~	All	All
Special DOL EEO clause for construction projects				>$10,000	
DBEs	All	All	All	All	All
* Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>$25,000	>$25,000	>$25,000	>$25,000	>$25,000
Buy America			>$150,000	>$150,000	>$150,000
Resolution of Disputes, Breaches, or Other Litigation	>$~~100,000~~25,000	>$~~100,000~~25,000	>$~~100,000~~25,000	>$~~100,000~~25,000	>$~~100,000~~25,000

TYPE OF PROCUREMENT					
PROVISION	**Professional Services/A&E**	**Operations/ Management**	**Rolling Stock Purchase**	**Construction**	**Materials & Supplies**
Lobbying	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Clean Air	>$150,000	>$150,000	>$150,000	>$150,000	>$150,000
Clean Water	>$150,000	>$150,000	>$150,000	>$150,000	>$150,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel.
Veterans Hiring Preference				All	
Davis-Bacon Act				>$2,000 (also ferries).	
Contract Work Hours and Safety Standards Act		>$100,000 (transportation	>$100,000	>$100,000 (also ferries).	

		services excepted).			
TYPE OF PROCUREMENT					
~~Professional Services/A&E~~ PROVISION	~~Operations/~~ ~~Management~~ Professional Services/A&E	Operations/ Management ~~Rolling Stock Purchase~~	Rolling Stock Purchase ~~Construction~~	~~Materials & Supplies~~ Construction	Materials & Supplies
Copeland Anti-Kickback Act Section 1 Section 2				All > $2,000 (also ferries).	
Bonding			If Advance Payments	>$250~~100~~,000	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
*Transit Employee Protective Arrangements		Transit operations.			
* Charter Service Operations		All			
* School Bus Operations		All			
* Drug Use and Testing		Transit operations.			
* Alcohol Misuse and Testing		Transit operations.			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items $10,000 or more annually.		EPA-selected items $10,000 or more annually.	EPA-selected items $10,000 or more annually.
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	All~~A&E~~	All	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.
Build America, Buy America	Infrastructure Projects	Infrastructure Projects	Infrastructure Projects	Infrastructure Projects	Infrastructure Projects
Prohibition On Certain Telecommunications And Video Surveillance Equipment Or Services.	All	All	All	All	All

* Applies only to FTA funding

Caltrans Fiscal Provisions Checklist
All contract fiscal provisions must utilize the language specified by Caltrans and set forth in the LAPM sample contract language form. The clauses that must be used verbatim are for the items specified below (except as otherwise noted). Consult the LAPM form, and the latest RCTC model contract for Caltrans/FHWA funded projects.
Performance Period: Beginning date cannot be prior to the date Caltrans issues the conformance letter, if applicable.
Allowable Costs and Payments: The contract method of payment must be one of the four methods required as listed in Section 10.2 of the LAPM.
Termination: The provision must contain language regarding termination for cause and convenience Per 23 CFR 172.9 (c)(1)(xii).
Cost Principles and Administrative Requirements.
* Travel and subsistence in accordance with DPA regulations
* Maintain an accounting system that accumulates and segregates project costs
* Accounting system must conform to GAAP
Retention of Records/Audit.
Audit Review Procedures, including the Audit Clause. Ensure use of appropriate clauses for (i) contracts $150,000 or greater; or (ii) contracts $3,500,000 or greater.
Subcontracting
Equipment Purchase
State Prevailing Wage Rates.
Conflict of Interest.
Rebates, Kickbacks, or other Unlawful Considerations.
Prohibition of Expending State or Federal Funds for Lobbying.

* Specific provisions addressing these items are not included in LAPM form, but are required and are included in the RCTC model contract.

CHAPTER 9 – DISPOSAL OF SURPLUS PERSONAL PROPERTY

1.0 DEFINITIONS

A. "Surplus personal property" shall mean personal property of the Agency which is no longer needed or fit for its intended purpose or has exceeded its useful life.

2.0 DISPOSAL OF PERSONAL PROPERTY

A. Upon recommendation by the Executive Director and in accordance with applicable state or federal funding requirements, designated Commission staff may dispose of all surplus and obsolete personal property by donation, bid, auction, negotiated sale or exchange. If the disposal of such items is conducted by bid, the sale shall be conducted in accordance with generally accepted best practices and applicable laws and regulations. The Commission staff shall attempt to obtain the best value for the property that can reasonably be obtained.

CHAPTER 10 – OTHER PROCUREMENT MATTERS

1.0 DISPUTES, CLAIMS, AND CHANGES—DEFINITIONS

A. Change Orders – the commercial and technical resolution of a contract modification. The change order document can be unilateral or bilateral in execution.

B. Potential Claim – written notice provided to the Agency by the contractor when the:

1. Parties are unable to reach bilateral agreement on a change and the contractor is provided a unilateral change order ("protest"); or,

2. Contractor perceives that it is entitled to additional compensation (time or money) for something it believes to constitute extra work performed or to be performed.

C. Claim – differences that have developed during the contract, under protest or under notice of potential claim, which are not resolved at the time the contractor returns the proposed final pay estimate.

D. Dispute – a disagreement between the parties as to the merits, amount or remedy arising out of an issue in controversy, including a disagreement regarding a Claim or asserted default.

E. Amendment – a modification considered outside the original contract scope or terms and formalized with a written agreement signed by both parties.

2.0 DISPUTES, CLAIMS, AND CHANGES—GENERAL

A. The Procurement Officer is responsible for documenting negotiation activities for the record, and should be present at all professional services and construction contract negotiations.

B. The Procurement Officer or project manager, as required, prepares the appropriate documentation (e.g., change order forms) for review and approval by the Executive Director or Agency, prior to issuance to the consultant/contractor for signature. This document includes full definition of work scope, impact on DBE goals, definition of time and schedule impacts, and price. The change order language stipulates that the agreed-upon terms are all inclusive, and no other relief will be available regarding this work.

1. For federally-funded contracts, any damages recovered must be credited to the project involved unless the FTA/FHWA, as applicable, permits otherwise.

2. For federally-funded contracts, change orders that amount to cardinal changes or tag-ons shall comply with Chapter 8, Section 3.0(A).

3.0 TERMINATION

A. All Agency contracts exceeding $25,000 should contain provisions enabling the Agency to terminate such contracts for the convenience of the Agency, and all

federally funded contracts must contain such provisions. These provisions should specify the manner in which such termination will be effected and the basis for settlement. There should also be included in such contracts appropriate provisions specifying causes for which the contracts may be terminated for default.

B. Terminations for Convenience of the Agency

1. Agency contracts will be terminated for convenience only when this is determined to be in the best interests of the Agency. In lieu of issuing a notice of termination for convenience, the Procurement Officer will effect a no-cost settlement agreement where possible and appropriate.

2. Formal written notice to the contractor is necessary to terminate a contract for convenience. Such notice will state that the contract is being terminated pursuant to the termination for convenience provision of the contract, the effective date, the extent of termination and instructions to the contractor to cease performance under the contract.

3. The Procurement Officer will negotiate a no-cost settlement with the contractor if possible. Otherwise, the Procurement Officer will negotiate an appropriate settlement agreement with the contractor pursuant to the provisions of the termination for convenience clause of the contract.

C. Terminations For Default

1. If a contractor's right to proceed is terminated for default, the Agency may take over and complete the work or cause it to be completed, and the contractor and its sureties, if any, shall be liable to the Agency for any increased costs caused thereby. The contractor and its sureties should, in addition to increased costs in completing the work, be liable for liquidated damages, if liquidated damages are provided in the contract, or for actual damages, if liquidated damages are not so provided.

2. If the Procurement Officer determines that the contractor's failure to perform arises from causes which are excusable under the terms of the contract, the Procurement Officer shall not terminate the contractor's right to proceed, nor shall he/she charge the contractor with liquidated damages (or if no liquidated damages, then actual damages) because of any delays occasioned by such causes.

3. Where the surety does not complete performance of the contract, the Procurement Officer normally will complete the performance of work by awarding a new contract based on the same plans and specifications. Such award may be the result of competitive bidding or negotiation; whichever procedure is most appropriate under the circumstances. The Procurement Officer must use reasonable diligence to obtain the lowest price available for completion.

4. If, after due consideration, the Procurement Officer determines that termination is not in the best interest of the Agency although the contractor is in default, the Procurement Officer may permit the contractor to continue

the work, and the contractor and its sureties shall be liable to the Agency for liquidated damages, as specified in the contract, or if liquidated damages are not so specified, for any actual damages occasioned by the failure of the contractor to complete the work in accordance with the terms of the contract.

5. Any provision for a liquidated damages assessment must be at a specific rate per day for each day of overrun and must be specified in the contract.

   a. For FTA-funded contracts, any damages recovered must be credited to the project involved unless the FTA permits otherwise.

4.0 BONDS, OTHER SECURITIES AND INSURANCE

A. The Agency should specify bonding, in compliance with applicable federal and state requirements for all public works contracts.

1. In general, all construction contracts over $25,000 require a payment bond in the amount of 100% of the contract value.

2. All FTA-funded construction contracts over $100,000 require a performance bond in the amount of 100% of the contract value and a bid guarantee in the amount of no less than 5% of the contract value.

3. For Commission, bids for construction of facilities where the work is anticipated to exceed $25,000 require bid security as set forth in PUC § 130232.

4. For Authority, bids for public projects where the work is anticipated to exceed $5,000 require security as set forth in PCC § 20171.

B. The Procurement Officer may require any of the following types of security for any solicitation or contract subject to this Manual, other than a small purchase, regardless of the estimated amount of the contract:

1. Bid bonds;

2. Other bid or proposal security;

3. Construction performance and payment bonds; and

4. Performance or payment bonds or other security on non-construction contracts.

C. Requirement for Bonds To Be Executed By An Admitted Surety Insurer

1. California Code of Civil Procedure § 995.311 calls for any bond required on a public works contract to be executed by an admitted surety insurer.

2. The Agency has a duty to verify that an admitted surety insurer executes the bond. The Procurement Officer should print out information from the website of the California Department of Insurance (http://www.insurance.ca.gov/docs/FS-CompanyProfiles.htm) confirming that the surety is an admitted surety insurer and attach it to the bond.

D. For federally funded procurements, the Agency shall not require unnecessary experience or excessive bonding.

5.0 CONTRACT CLOSEOUT

A. A completed contract is one which is both physically and administratively complete and in which all aspects of contractual performance have been accomplished, terminated, or otherwise disposed of by contract modification. A contract is physically complete only after all articles and services called for under the contract, including such related items as reports, spare parts, and exhibits, have been delivered to and accepted by the Agency, including those articles and services for which no specific compensation may have been stipulated. A contract is administratively complete when all payments have been made and administrative actions accomplished.

B. The project manager, in cooperation with the Procurement Officer, is responsible for review of the contract file and obtaining all necessary documentation to ensure that: (1) all deliverables and/or services (including any reports) required under the contract have been received and accepted; (2) the terms and conditions of the contract have been complied with; (3) disposition of accountable property under the contract has been accomplished; all necessary actions including final payment and releases required to close the contract are completed and documented.

C. Small purchase files should be considered closed when the Procurement Officer receives evidence of receipt of property and final payment.

D. A contract file should not be closed in any of the following situations:

1. If the contract is the subject of a claim or dispute;
2. If the contract is in litigation or under appeal;
3. In the case of a termination, if all termination actions have not been completed; or
4. If state or federal approval is required and has not been received.

CHAPTER 11 – PAYMENT

1.0 AGENCY PAYMENT PROCESS

A. The Agency will promptly process all contract payments with necessary controls to assure compliance with all contract terms and conditions in accordance with internal procedures recommended by the Chief Financial Officer and authorized by the Executive Director.

B. The Procurement Officer should clearly specify in solicitations and contracts the form and content of an acceptable invoice, including a requirement that invoices be sequentially numbered, that they contain a date and contract number and the services for which they are invoicing, the period of performance being invoiced, and to whom invoices are to be sent.

2.0 PROGRESS PAYMENTS

A. The Agency may provide for progress payments under contracts that require long time periods to complete contract performance or if the use of progress payments contributes to the effective and efficient administration of consultant/contractor work. Progress payments will be made on the basis of allowable costs incurred by the consultant/contractor, and the stage of completion of the contract.

1. Criteria. Contract clauses providing for progress payments should be used when the investment in work and progress is expected to be great enough to add substantial costs to the contract or strain the consultant/contractor's cash flow or ability to obtain financing. Under no circumstances should payments exceed the consultant/contractor's physical completion of the Work, nor should they amount to advance payments. Progress payments can be based on a periodic voucher for expenditures, a milestone, or the Agency's estimate of work accomplished as defined in the contract.

2. For federally funded procurements, the Agency must obtain adequate security (i.e., title to work in progress; letter of credit) for any progress payments made.

3. For FTA-funded procurements, advance payments are prohibited unless prior written concurrence is obtained from the FTA.

B. Progress Payments on Public Works

In accordance with PCC § 20104.50, the Agency must make progress payments within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to make timely payment, the Agency may be required to pay interest to the contractor equivalent to the legal rate set forth in subdivision (s) of Section 685.010 of the Code of Civil Procedure.

C. Progress Payments and Retentions on Architect, Engineer, and Land Surveyor Contracts

Pursuant to California Civil Code §3320, for any contract for public works or improvement, the Agency shall pay to the prime design professional any progress payment within 30 days of receipt of a written demand for payment in accordance with the contract, and the final retention payment, if applicable, within 45 days of receipt of a written demand for payment in accordance with the contract. If any amount is wrongfully withheld or is not timely paid, the prime design professional should be entitled to a penalty of 1½ percent for the improperly withheld amount, in lieu of any interest otherwise due, per month for every month that payment is not made.

3.0 PROMPT PAYMENT TO SUBCONTRACTORS—FEDERALLY FUNDED AGREEMENTS

A. In accordance with 49 CFR Part 26, Agency contracts funded by the Department of Transportation above the small purchase threshold must require that the prime contractor or subcontractor shall pay to any subcontractor, not later than 7 days of receipt of each progress payment from the Agency, unless otherwise agreed to in writing, the respective amounts paid to the contractor on account for the work performed by the subcontractors, to the extent of each subcontractor's interest therein. The Agency contract may provide that, in the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, then the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount.

B. The Agency must also require the prompt return of retainage payments from the prime contractor to the subcontractor within 7 days after the subcontractor's work is satisfactorily completed.

4.0 PAYMENT OF RETENTION ON PUBLIC WORKS CONTRACTS

A. Pursuant to PCC § 7107, within 60 days after the date of completion of the work of improvement, the Agency must release any retention withheld except funds withheld to satisfy outstanding stop notices or otherwise properly withheld. In the event of a dispute between the Agency and the original contractor, the Agency may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.

5.0 REQUEST FOR PAYMENT CERTIFICATION

A. All contracts above the small purchase threshold may contain a clause, which requires the contractor to submit with each request for payment, a certification that the claim for payment is true, correct, and for services rendered and/or supplies delivered in accordance with the contract.

B. The user department/project manager will disapprove and Accounts Payable will return unpaid any request for payment which does not contain the certification when required.

REVISION HISTORY:

Revision No.	Revisions	Adopted
0	Adopted by the Commission	7/11/12
1	Adopted by the Commission	12/12/12
2	Adopted by the Commission	9/9/15
3	Adopted by the Commission	12/13/17
4	Adopted by the Commission	6/13/18
5	Adopted by the Commission	9/11/19
6	Adopted by the Commission Adopted by the Authority	2/__/21 2/__/21

AGENDA ITEM 12

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	December 10, 2025
TO:	Riverside County Transportation Commission
FROM:	Lisa Mobley, Administrative Services Director/Clerk of the Board
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Election of Riverside County Transportation Commission Officers

STAFF RECOMMENDATION:

This item is for the Commission to:

1) Conduct an election of officers for 2026 – Chair, Vice Chair, and Second Vice Chair.

BACKGROUND INFORMATION:

Election of Officers

In accordance with the Administrative Code, the Commission must annually hold an election of officers at its first meeting in December. The changes will be effective on January 1 of the following year. The officers of the Commission shall consist of the Chair, Vice Chair, and Second Vice Chair.

At its October 9, 2013 meeting, the Commission adopted an amendment to the Administrative Code to modify the officer rotation procedure. Rather than requiring the city and county members alternate every year in the officer positions, the new policy requires there be at least one Supervisor and one city councilmember among the three officer positions at all times.

For 2025, Karen Spiegel as Chair, Raymond Gregory as Vice Chair, and Jeremy Smith as Second Vice Chair.

Attachments:
1) List of Past Commission Chairs
2) Administrative Code Excerpt *Election of Chair, Vice Chair and Second Vice Chair*

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

COMMISSION CHAIRS					
2025 Karen Spiegel County of Riverside – District 2					
2024	Lloyd White	City of Beaumont	1997	Bob Buster	County of Riverside – District 1
2023	Bob Magee	City of Lake Elsinore	1996	Alex Clifford	City of Riverside
2022	V. Manuel Perez	County of Riverside – District 4	1995	Alex Clifford	City of Riverside
2021	Jan Harnik	City of Palm Desert	1994	Corky Larson	County of Riverside – District 4
2020	Ben J. Benoit	City of Wildomar	1993	Al Lopez	City of Corona
2019	Chuck Washington	County of Riverside – District 3	1992	Al Lopez	City of Corona
2018	Dana Reed	City of Indian Wells	1991	Kay Ceniceros	County of Riverside – District 3
2017	John F. Tavaglione	County of Riverside – District 2	1990	Kay Ceniceros	County of Riverside – District 3
2016	Scott Matas	City of Desert Hot Springs	1989	Jack Clarke	City of Riverside
2015	Daryl R. Busch	City of Perris	1988	Don Baskett	City of Hemet
2014	Marion Ashley	County of Riverside – District 5	1987	Melba Dunlap	County of Riverside – District 2
2013	Karen Spiegel	City of Corona	1986	Jean Mansfield	City of Riverside
2012	John J. Benoit	County of Riverside – District 4	1985	Susan Cornelison	Public Member
2011	Greg Pettis	City of Cathedral City	1984	Susan Cornelison	Public Member
2010	Bob Buster	County of Riverside – District 1	1983	Roy Wilson	City of Palm Desert
2009	Bob Magee	City of Lake Elsinore	1982	Norton Younglove	County of Riverside – District 5
2008	Jeff Stone	County of Riverside – District 3	1981	Jean Mansfield	City of Riverside
2007	Terry Henderson	City of La Quinta	1980	Donald Schroeder	County of Riverside – District 2
2006	Marion Ashley	County of Riverside – District 5	1979	Donald Schroeder	County of Riverside – District 2
2005	Robin Lowe	City of Hemet	1978	Russell Beirich	City of Palm Springs
2004	Roy Wilson	County of Riverside – District 4	1977	Russell Beirich	City of Palm Springs
2003	Ron Roberts	City of Temecula			
2002	John Tavaglione	County of Riverside – District 2			
2001	Will Kleindienst	City of Palm Springs			
2000	Tom Mullen	County of Riverside – District 5			
1999	Jack van Haaster	City of Murrieta			
1998	Bob Buster	County of Riverside – District 1			

EXCERPT FROM THE COMMISSION'S ADMINISTRATIVE CODE, ARTICLE III, SECTION B

B. ELECTION OF CHAIR, VICE CHAIR AND SECOND VICE CHAIR. The Commission annually, at its first meeting in December, and at such other times as there may be a vacancy in either office, shall elect a Chair who shall preside at all meetings, a Vice Chair who shall preside in the absence of the Chair, and a Second Vice Chair who shall preside in the absence of the Chair and the Vice Chair. The Chair, the Vice Chair, and the Second Vice Chair shall be elected by the Commission at its first meeting in December for a one-year term. The changes will be effective on January 1. The election for each position is as follows:

1. At the start of the agenda item, Commission Board members may nominate one or more regular members to fill the positions of Chair, Vice Chair, and Second Vice Chair. Each nomination must be seconded in order to qualify that member for the election. Only those members nominated and seconded shall be part of the selection process set forth below.

2. If no objections are made, the nominations will be closed when the Chair makes a formal announcement closing the nomination period.

3. If only one nomination is received for a position, the Chair shall call on the Commission's Board of Director's to approve the nomination. If more than fifty (50%) percent of the votes cast approve that nominee, the nominee shall be elected and the election for that position shall be consider complete. If the nominee fails to obtain more than fifty percent (50%) of votes cast by the Board, the process for electing a member to the desired position shall begin again from paragraph 1.

4. If two nominations are received for a position, the Chair shall call for the Commission's Board of Director's to cast votes for one of the nominees. Both nominees shall be voted on using a single written ballot. If one of the nominees receives more than fifty percent (50%) of the votes cast, that nominee shall be elected and the election for that position shall be considered complete. If the election fails to result in a nominee with more than fifty percent (50%) of the vote, the nominee with the most votes will be placed before the Commission's Board of Directors for approval. The nominee must be approved by more than fifty percent (50%) of the votes cast by the Board in order to be elected to the desired position. If the nominee fails to obtain more than fifty percent (50%) of the Board's vote, the process for electing a person to the desired position shall begin again from paragraph 1.

5. If there are more than two nominees, the following steps shall be followed in the order set forth below:

(a) The Chair shall call for the Commission's Board of Directors to cast votes for one of the nominees. All nominees shall be voted on using a single written ballot. If one nominee receives more than fifty percent (50%) of the votes cast that nominee shall be elected and the election for that position shall be considered complete. If the vote fails to result in a nominee receiving more than fifty percent (50%) of the votes cast, the two nominees with the most votes will be placed in a runoff election.

(b) The winning nominee in the runoff election is selected if that nominee receives more than fifty percent (50%) of the votes cast. In that case, the election for that position shall be considered complete.

(c) If the runoff election fails to result in a nominee with more than fifty percent (50%) of the vote, the nominee with the most votes will be placed before the Commission's Board of Directors for approval.

(d) If the nominee receives more than fifty percent (50%) of the votes cast, the nominee shall be elected and the election for that position shall be considered complete.

(e) If the nominee placed before the Commission's Board of Directors fails to obtain more than fifty percent (50%) of the votes cast, the process for electing a person to the desired position shall begin again from Paragraph 1, above

(f) If there is a tie in any step in the election process and the next step of the process cannot proceed, then one or more tie-breaking votes will occur in which all members of the Commission's Board of Directors present at the meeting will be allowed to vote again. The winning nominee must receive more than fifty percent (50%) of the votes cast to be elected.

At any point the Commission may vote to suspend the vote until a subsequent meeting. If the Chair has been selected prior to the vote to suspend, the new Chair shall be seated when his or her term commences, but shall relinquish his or her seat as the Vice Chair if applicable. If the Chair and Vice Chair have been selected prior to the vote to suspend, the new Vice Chair shall also seated when his or her term commences, but shall relinquish his or he seat as Second Vice Chair, if applicable.

The tally of all votes taken by written ballot hereunder shall be read aloud by the Clerk of the Board immediately following the vote. The written ballots shall be retained by the Clerk of the Board as part of the public record of the meeting.

The Chair, the Vice Chair, and the Second Vice Chair shall regularly alternate between regular members of the Commission representing a city and a regular member of the Commission who is a member of the Riverside County Board of Supervisors. At all times, at least one of three officer slots – Chair, Vice Chair, or Second Vice Chair – shall be held by a member of the Riverside County Board of Supervisors. During the time in which the Chair is a regular member of the Commission representing a city, either the Vice Chair or the Second Vice Chair, or both, shall be a regular member of the Commission who is a member of the Riverside County Board of Supervisors. During the time in which the Chair is a regular Commission member who is a member of the Riverside County Board of Supervisors, either the Vice Chair or the Second Vice Chair, or both, shall be a regular member of the Commission representing a city in order to ensure the participation of both city and county representatives in leadership positions.