



MEETING AGENDA

TIME/DATE: 9:30 a.m. / Wednesday, November 10, 2021

This meeting is being conducted virtually in accordance with AB 361 due to state or local officials recommending measures to promote social distancing.

COMMISSIONERS

Chair – Jan Harnik

Vice Chair – V. Manuel Perez

Second Vice Chair – Bob Magee

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

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

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, November 10, 2021

This meeting is being conducted virtually in accordance with AB 361 due to state or local officials recommending measures to promote social distancing.

INSTRUCTIONS FOR ELECTRONIC PARTICIPATION

Join Zoom Meeting

<https://rctc.zoom.us/j/85032206005>

Meeting ID: 850 3220 6005

One tap mobile

+16699006833,,85032206005# US (San Jose)

Dial by your location

+1 669 900 6833 US (San Jose)

For members of the public wishing to submit comment in connection with the Commission Meeting please email written comments to the Clerk of the Board at lmobley@rctc.org and your comments will be made part of the official record of the proceedings as long as the comment is received before the end of the meeting's public comment period. Members of the public may also make public comments through their telephone or Zoom connection when recognized by the Chair.

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

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**

4. **PUBLIC COMMENTS** – 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 – OCTOBER 13, 2021**

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6B. **SINGLE SIGNATURE AUTHORITY REPORT**

Page 13

Overview

This item is for the Commission to receive and file the Single Signature Authority report for the first quarter ended September 30, 2021.

6C. **ADOPTION OF RESOLUTION NO. 21-019 TO ADOPT CHAPTER 10 OF THE CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL APPLICABLE TO FEDERALLY FUNDED ARCHITECTURAL AND ENGINEERING SERVICES PROCUREMENT**

Page 15

Overview

This item is for the Commission to adopt Resolution No. 21-019, “Resolution of the Riverside County Transportation Commission Adopting Chapter 10 of the Caltrans Local Assistance Procedures Manual Applicable to Federally Funded Architectural and Engineering Services Procurements”.

6D. **STATE AND FEDERAL LEGISLATIVE UPDATE**

Page 20

Overview

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

6E. CHANGE ORDER TO AMEND THE INTERSTATE 15 EXPRESS LANES PROJECT TOLL SERVICES AGREEMENT WITH KAPSCH TRAFFICOM USA TO PROVIDE MAINTENANCE SERVICES AND IMAGE REVIEW SERVICES FOR THE 91 EXPRESS LANES ROADSIDE SYSTEM

Page 25

Overview

This item is for the Commission to:

- 1) Approve Change Order No. 23 to Agreement No. 16-31-043-00 for the Interstate 15 Express Lanes Project (I-15 ELP) with Kapsch TrafficCom USA Inc. (Kapsch) to provide five years of maintenance services for the 91 Express Lanes Roadside System and Image Review Services in an amount not to exceed \$3,021,143; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the change order on behalf of the Commission.

6F. AMENDMENT TO THE 91 EXPRESS LANES OPERATOR AGREEMENT

Page 58

Overview

This item is for the Commission to:

- 1) Approve Agreement No. 13-31-105-06, Amendment No. 6 to the 91 Express Lanes Operator Agreement No. 13-31-105-00 (commonly referred to as the ORCOA), among the Orange County Transportation Authority (OCTA), the Commission, and Cofiroute USA, LLC (Cofiroute), for up to three one-month optional extension periods for an additional amount of \$500,000, and a total amount not to exceed \$36,507,044; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the amendment on behalf of the Commission.

6G. AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES FOR THE COMMISSION-OWNED COMMUTER RAIL STATIONS AND TOLL FACILITIES

Page 67

Overview

This item is for the Commission to:

- 1) Award Agreement No. 22-24-007-00 with Tropical Plaza Nursery Inc. (Tropical) for monthly routine and on-call landscape maintenance services for the Commission-owned commuter rail stations and toll facilities for a five-year term in an amount not to exceed of \$3,759,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission; and

- 3) Authorize the Executive Director, or designee, to execute task orders awarded to the contractor under the terms of the agreement.

7. COACHELLA VALLEY-SAN GORGONIO PASS RAIL CORRIDOR PLANNING STUDY UPDATE AND AMENDMENT TO HDR ENGINEERING AGREEMENT

Page 136

Overview

This item is for the Commission to:

- 1) Approve Agreement No. 14-25-072-07, Amendment No. 7 to Agreement No. 14-25-072-00, with HDR Engineering (HDR) related to the Coachella Valley-San Gorgonio Pass Rail Corridor Service Planning Study for an additional amount of \$259,000, and a total amount not to exceed \$7,175,748;
- 2) Authorize the Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission;
- 3) Approve the allocation of \$259,000 in State Transit Assistance (STA) Funds from Western Riverside County's Commuter Rail Program for the Coachella Valley Rail Program (Program);
- 4) Approve adjustments to the Fiscal Year 2021/22 budget in the amounts of \$259,000 each to increase STA Fund–Western County Rail transfers out and Coachella Valley Rail Fund transfers in and professional services expenditures;
- 5) Amend the Commission's FY 2021/22 Coachella Valley Rail Short-Range Transit Plan (SRTP); and
- 6) Adopt Resolution No. 21-018, *"Resolution of the Riverside County Transportation Commission Approving the Allocation of State Transportation Improvement Program/Interregional Transportation Improvement Program Funding to Support the Coachella Valley San Gorgonio Pass Rail Corridor"*.

8. CITY OF CORONA FUNDING REQUEST FOR CONSTRUCTION OF MCKINLEY STREET GRADE SEPARATION PROJECT

Page 149

Overview

This item is for the Commission to:

- 1) Approve programming up to \$12.94 million of 2009 Measure A Western County Regional Arterial (MARA) funds for the city of Corona's McKinley Street Grade Separation project;
- 2) Approve Agreement No. 22-72-025-00 between the Commission and the city of Corona (Corona), as the lead agency for the project, for the programming of up to \$12.94 million of MARA for the construction phase of the McKinley Street Grade Separation project; and
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement.

9. AB 361 DETERMINATION

Page 179

Overview

This item is for the Commission to:

- 1) Adopt *Resolution No. 21-020, "A Resolution of the Board of Commissioner of the Riverside County Transportation Commission Authorizing Virtual Board and Committee Meetings Pursuant to AB 361"*; and
- 2) Discuss and provide direction on whether to continue holding virtual meetings with the flexibility to revisit the matter on a monthly basis.

10. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

11. EXECUTIVE DIRECTOR REPORT

12. COMMISSIONER COMMENTS

Overview

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

13. ADJOURNMENT

The next Commission meeting is scheduled to be held at 9:30 a.m. on **Wednesday, December 8, 2021.**

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

MEETING MINUTES

Wednesday, October 13, 2021

1. CALL TO ORDER

The Riverside County Transportation Commission was called to order by Chair Jan Harnik at 9:31 a.m., via Zoom Meeting ID 870 4796 9262. This meeting was conducted virtually in accordance with AB 361 due to state or local officials recommending measures to promote social distancing.

2. ROLL CALL

Commissioners/Alternates Present

Ben J. Benoit
Brian Berkson
Chuck Conder
Joseph DeConinck
Ray Desselle
Maryann Edwards
Waymond Fermon
Kathleen Fitzpatrick
Raymond Gregory
Yxstain Gutierrez
Jan Harnik
Jeff Hewitt
Kevin Jeffries*
Linda Krupa
Alonso Ledezma*

Clint Lorimore
Bob Magee
Scott Matas
Lisa Middleton
Linda Molina
V. Manuel Perez
Dana Reed
Wes Speake
Karen Spiegel
Michael M. Vargas
Scott Vinton
Ted Weill
Lloyd White
Bill Zimmerman

Commissioners Absent

Steven Hernandez
Ted Hoffman
Kyle Pingree
Jeremy Smith
Chuck Washington

*Arrived after the meeting was called to order.

3. PLEDGE OF ALLEGIANCE

Commissioner Linda Molina led the Commission in a flag salute.

At this time, Commissioner Bill Zimmerman joined the meeting.

4. PUBLIC COMMENTS

Lisa Mobley, Administrative Services Manager/Clerk of the Board, noted receiving written notification from Mr. Barney Barnett and Pastor Mabon that they wanted to address the

Commission today. She stated that Mr. Barnett is on the line, however, Pastor Mabon did not appear to be on the line.

Chair Harnik provided additional information to Mr. Barnett about making public comments,

R.A. Barney Barnett, a Highgrove resident, noted he had emailed the Commissioners, Anne Mayer, Executive Director, the five County Supervisors, the Mayor, all seven Riverside City Council Members, the County Planning Director, the County Traffic Supervisor, the Riverside Unified District, the Highgrove MAC Chairman, Senator Roth, and Congressman Takano the Highgrove Traffic Plan and Page 3 from his Highgrove Happenings newspaper. He expressed appreciation for the Commissioners reading and acknowledging it was sent to them. Mr. Barnett expressed concern for rebuilding to expand Riverside's Metrolink station since only three and a half miles away is where Highgrove has had 20 years of support for a Metrolink station owned property that is owned by RCTC. Highgrove has hundreds of new homes and RCTC currently owns 17 acres right next to the track where the daily Metrolink trains operate, and all the trains need to do is stop for passengers. Mr. Barnett asked why bring the people to the station when you can bring the station to the people where they live. RCTC has \$5,347,500 invested in vacant property at Highgrove and the Highgrove Traffic Plan will use land that is not being used for any other purposes. He asked what they would do if this location was in their district or in their city. Mr. Barnett suggested the RCTC owned property should be used for transportation purposes that includes a new road through it and a Metrolink station on it. He stated new housing construction has increased the need to accommodate the present and future needs of the residents on both sides of the county line. He requested the Commissioners be a part of this discussion and asked why the Supervisors have opposed a Metrolink station in Highgrove for over 20 years and suggested this subject needs to be put on a future agenda. Mr. Barnett provided his contact information so the Commissioners can contact him.

5. ADDITIONS / REVISIONS

There were no additions or revisions to the agenda.

6. CONSENT CALENDAR

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

6A. APPROVAL OF MINUTES – SEPTEMBER 15, 2021

6B. QUARTERLY INVESTMENT REPORT

Receive and file the Quarterly Investment Report for the quarter ended June 30, 2021.

6C. QUARTERLY FINANCIAL STATEMENTS

- 1) Receive and file the Quarterly Financial Statements for the 12 months ended June 30, 2021; and
- 2) Approve a budget adjustment of \$14,593,400 to increase the Measure A local streets and roads turnback payments to the local jurisdictions through June 2021.

6D. AGREEMENTS FOR ON-CALL DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES FOR COMMUTER RAIL AND STATION CAPITAL IMPROVEMENT PROJECTS

- 1) Award the following agreements to provide on-call design engineering and environmental services for the construction of commuter rail and station capital improvement projects for a three-year term, and one, two-year option to extend the agreements, in an amount not to exceed an aggregate value of \$10 million;
 - a) Agreement No. 21-33-127-00 to HDR Engineering, Inc.;
 - b) Agreement No. 21-33-128-00 to Moffatt and Nichol;
 - c) Agreement No. 21-33-129-00 to RailPros, Inc.; and
 - d) Agreement No. 21-33-064-00 to STV Incorporated;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements, including option years, on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to execute task orders awarded to the consultants under the terms of the agreements.

6E. CITY OF LAKE ELSINORE REQUEST FOR ADDITIONAL FUNDS FOR CONSTRUCTION OF INTERSTATE 15/MAIN STREET INTERCHANGE IMPROVEMENT PROJECT

- 1) Approve additional programming of \$2,463,000 of 2009 Measure A Western County Regional Arterial (MARA) funds for the city of Lake Elsinore's (Lake Elsinore) Interstate 15 (I-15)/Main Street Interchange Improvement Project (Main Street IC);
- 2) Approve Agreement No. 20-72-089-01, Amendment No. 1 to Agreement No. 20-72-089-00, between the Commission and Lake Elsinore for the additional programming of \$2,463,000 of MARA for the construction phase of Main Street IC and a total amount not to exceed \$7,946,000;
- 3) Approve an adjustment to the Fiscal Year (FY) 2021/22 budget to increase construction expenditures in the amount of \$2,463,000; and
- 4) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement.

At this time, Commissioner Chuck Conder stated having problems with his computer on the last item and he wanted to respond to the public comments.

Chair Harnik suggested it would not be appropriate for any response at this time.

Commissioner Conder noted he will bring it up under new business.

7. 2022 STATE TRANSPORTATION IMPROVEMENT PROGRAM ADOPTED FUND ESTIMATE AND PROJECT RECOMMENDATIONS

Jenny Chan, Planning and Programming Manager, presented the 2022 State Transportation Improvement Program (STIP), highlight the following areas:

- Past STIP cycles, 2022 STIP Fund Estimate: Target Share, Palo Valley Verde recommendation, Western County Project recommendations, the Coachella Valley Project recommendation, and additional STIP recommendations
- 2022 STIP Fund Estimate: Maximum Share; Maximum share recommendations, Programming table, and next steps

At this time, Commissioner Alonso Ledezma joined the meeting.

Anne Mayer emphasized the comment Jenny Chan had made, which is as staff they do not typically recommend that they pursue their maximum share because very frequently there is not enough money available at the state level to program those maximum shares. They do however believe they are at a very critical point in time with the Coachella Valley-San Gorgonio Pass Rail Corridor Project, as the Tier 1 environmental document will be approved in the coming months. She explained it is very important to move forward with the next phase of the project, which is very expensive, but they believe having the investments that have been made locally in the Tier 1 document that it is time to put forward a project seeking state and federal partnership. Therefore, RCTC is recommending they seek their maximum target share for the STIP programming for part of the funding for Tier 2. Caltrans has been engaged in the conversation and they are anxiously awaiting the Department's publication of their Interregional Transportation Improvement Program (ITIP) nominations, so the 25 percent share of the STIP that Caltrans has so that they can see that the \$10 million was included in the ITIP. Anne Mayer stated there is a CTC meeting today and on October 14 so hopefully they will know that in the next couple of days and as Jenny Chan stated RCTC is pursuing other state and federal funding and is currently seeking a federal grant. She expressed staff is putting every effort into seeking full funding for Tier 2 for the next phase of the San Gorgonio-Coachella Valley Rail and RCTC needs to be as aggressive as possible to seek that funding. Staff is available for any questions and is seeking their input.

Chair Harnik stated as Anne Mayer was speaking, she noticed the project was referred to as the Coachella Valley Rail or CV Rail, because the project name is so long. She suggested

they need to look at that closely when they brand it and come up with a name so it can be marketed appropriately and keep those seats filled with people. She stated if they can make that effort to move forward with a branding campaign for that rail it would be in the best interest for the success of it. Chair Harnik expressed appreciation to RCTC for making that effort to get the funds to move that forward as there are a lot of people at this meeting that would be very happy about that. She suggested to coordinate a branding effort as it would be in everybody's best interest and certainly that train lines' best interest for success.

Commissioner Karen Spiegel expressed appreciation to the team as she has never seen such a spread of projects throughout the County, as it is evenly disbursed with different focuses from the east end to the west end and it is exciting some of these projects are moving forward. She referred to the Temescal Canyon Road Widening and the I-10/Highland Springs Interchange Projects about the funds that were allocated for FY 2026/27 and had remembered at a Commission meeting that the timeframe is getting shortened. Commissioner Spiegel asked what happens if they get to the point of needing that money for the project as they are hopefully getting to construction earlier and the need of that money for construction on that project and does that mean the project gets delayed.

Jenny Chan replied no, with the STIP Program there could be an opportunity to advance any funding into earlier years.

Commissioner Spiegel expressed appreciation for the need of these projects and made the motion to move staff's recommendations.

Chair Harnik stated since there is a motion, she asked for a second so they can have further discussion.

At this time, Commissioner Fitzpatrick seconded the motion.

Commissioner Lisa Middleton fully supports the direction RCTC is going and stated as she said in the past the San Geronio-Coachella Valley Pass Rail Corridor Project is a mouth full to say although it is descriptive and supports the idea of coming up with branding, so it is easier to say. Commissioner Middleton explained clearly this identifies just how broad of reach of a project they are undertaking and expressed appreciation to staff for an incredible piece of work. There are projects throughout the County that are desperately needed and this is a real positive step forward.

Commissioner Wes Speake concurred with the Commissioners' comments and expressed appreciation as this is such an ambitious list of projects that are all over the County that will benefit virtually every single one of their constituents. He expressed appreciation that the Temescal Canyon Road Widening Project is on that list as a two-lane road that became a two-lane road basically 100 years ago and expressed appreciation to staff for

getting this project in there as lots of folks have pushed along for that over the many years. Commissioner Speake stated being excited as Anne Mayer talked in glowing terms about the San Gorgonio-Coachella Valley Pass Rail Corridor Project and that this project is being pushed forward and concurred they need to find a catchy phrase for that project, but he cannot wait to see that project become a reality.

Commissioner Jeff Hewitt stated the I-10/Highland Springs Interchange Project is very important in the Pass Area as people can go and shop in those two sections on both sides of it with the cities of Banning and Beaumont. If there is supply hold ups, they can be in the traffic queuing long enough for those supply hold ups to come back, which will help there. Commissioner Hewitt explained this rail line will do a lot more than just serve the San Gorgonio Pass Area and the Coachella Valley, it connects a huge county that has had a hard time identifying as one county and it brings together the Coachella Valley at the fingertips to everyone to get on a train to head down there and vice versa. He expressed appreciation for getting this going, to keep it moving forward, and to staff for doing that.

Commissioner Maryann Edwards stated being impressed by the diversity of the list on behalf of the city of Temecula and all their commuters who use the I-15/I-215 split and thanked them for continuing to support the French Valley Parkway. She stated Congressman Calvert came in with an additional \$50 million last year so they are well underway for Phase 2, and on behalf of Temecula and Commissioner Matt Rahn who could not be here today thank you very much.

Commissioner Dana Reed stated in talking about the train to not forget that Los Angeles and Orange Counties are involved as well, and they are major forces in Sacramento. He suggested they need to recognize the fact that probably most of the traffic will be coming from Los Angeles and Orange Counties and they need to include those counties if not in the marketing at least include them in the lobbying effort to make this happen. Commissioner Reed stated this is their train but it is primarily Los Angeles and Orange Counties' visitors that will be using it to spend some money in the Coachella Valley and the Pass Area so they cannot forget about the other two counties because in terms of influence they are significantly larger than Riverside County.

Commissioner Waymond Fermon thanked staff for all their hard work and stated it was very promising to see the Monroe Bridge Project be included as that is a deal breaker for their community. He stated when they talk about transportation in the city of Indio it is often about the festivals, but there has been so much growth in residential, business, and economic development that they want to build the proper infrastructure to support that. He noted bringing their traffic through midtown is going to be a deal breaker for their businesses in their city who are trying to recover as the future is unpredictable post pandemic or working within the pandemic. Commissioner Fermon stated it is promising that this is still on the radar and hopefully they can get some dirt turned soon as it has been a project in the works for a while, so it is promising to see this on there along with the other projects. He explained these transportation and rail projects really support

their region and as it was noted earlier it connects them with Los Angeles and Orange Counties because those folks are coming to the Coachella Valley to also spend money and they want to continue to keep them doing that.

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

- 1) Approve programming \$27,698,381 of 2022 State Transportation Improvement Program (STIP) Western Riverside County and Palo Verde Valley target share funding capacity on the Interstate 10 (I-10)/Highland Springs Interchange and Temescal Canyon Road Widening projects, and forward to the California Transportation Commission (CTC);**
- 2) Include programming \$7,550,259 of 2022 STIP Coachella Valley target share funding capacity based on the project recommendation by the Coachella Valley Association of Governments (CVAG) and forward to the CTC;**
- 3) Include programming Planning, Programming, and Monitoring (PPM) funds (2 percent of STIP target share programming capacity) in the amount of \$719,360 in Fiscal Years (FY) 2024/25 through 2026/27;**
- 4) Include programming \$15,657,460 of 2022 STIP maximum share funding capacity on the Coachella Valley-San Geronio Pass Rail Corridor Service project and forward to the CTC;**
- 5) Include programming PPM funds (2 percent of STIP maximum share programming capacity) in the amount of \$319,540 in FY 2027/28;**
- 6) Submit the 2022 STIP submittal to the CTC by the statutory deadline of December 15, 2021;**
- 7) Forward the Riverside County 2022 STIP project recommendations to the Southern California Association of Governments (SCAG) to conduct regional performance measures analysis as required by the CTC STIP guidelines;**
- 8) Approve a revision to Agreement No. 07-71-028-04, Amendment No. 4 to Agreement No. 07-71-028-00, with the city of Blythe (Blythe) to trade \$155,094 of Palo Verde Valley STIP funds with Measure A Western Riverside County Highway funds to facilitate delivery of local arterial projects for a revised total amount not to exceed \$198,391; and**
- 9) Authorize the Executive Director, pursuant to legal counsel review, to execute the revised Agreement No. 07-71-028-04 on behalf of the Commission upon CTC adoption of the 2022 STIP in March 2022.**

8. STATE AND FEDERAL LEGISLATIVE UPDATE

David Knudsen, Interim External Affairs Director, presented an update for the state and federal legislative activities.

M/S/C to receive and file an update on state and federal legislation.

At this time, Lisa Mobley asked Chair Harnik if she could call for public comments again, as there have been a few people that joined the meeting and she asked if Pastor Monrow Mabon joined the line as he had indicated he wanted to speak.

Commissioner Ben Benoit stated to press *6 to raise your hand if they are on the phone.

Lisa Mobley replied thank you and stated *6 to raise your hand *9 to unmute and asked again if Pastor Mabon was on the line.

There was no response from the public.

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

There were no items pulled from the consent calendar.

10. EXECUTIVE DIRECTOR'S REPORT

10A. Anne Mayer announced:

- Provided a detailed update on the Riverside Downtown Station Improvement Project and noted the draft environmental document will circulate at the end of 2021 and staff will be encouraging the public to comment on the proposed station improvements. She shared that RCTC has repeatedly over several years evaluated the feasibility of a station in Highgrove to replace improvements at the Downtown Riverside Station and from an operations cost effectiveness and a ridership perspective a station in Highgrove is not feasible. Anne Mayer stated the focus is on the Downtown Riverside Station and there have been concerns raised from some in the eastside community about the project's impact on the historic building called the FMC Complex and the concerns about a proposed new school being constructed in the area. RCTC team members are reaching out to neighbors within the project area and stakeholders within the eastside community to provide project updates and to actively listen to any concerns. Presentations are scheduled to be given to community groups over the next several weeks and the presentations will be offered in both English and Spanish. RCTC will be sensitive to the eastside community's concerns and she will update the Commission about the project in the coming months. Public outreach will continue for the project in preparation for the public review hearing and public review period, which is expected in late 2021 or early 2022 and they are working out the logistics of offering a hybrid approach or in person meetings and virtual options for the public hearings to reach as many people as possible. She noted in September they met with the Riverside Community Health Foundation and Healthy Eating Active Living Zone Collaboration; in

October they will meet with the Center for Community Action and Environmental Justice, the League of United Latin American Citizens, and the Downtown Area Neighborhood Alliance; and in November they are meeting with the City of Riverside Cultural Heritage Board and the Old Riverside Foundation.

- Provided an updated on the 91 Express Lanes Refinancing and noted that she had sent out an update to the Commissioners last week. She expressed appreciation for the team they put together and how Theresia Trevino has done a phenomenal job with her leadership. The team was really focused on making sure that RCTC benefited greatly from this bond sale. RCTC has now paid off its Transportation Infrastructure Finance and Innovation Act (TIFIA) Loan on the 91 and are freed from the restrictions that were placed for the TIFIA Loan. She expressed appreciation to the Commissioners for their trust in the staff and the team to ensure that they were able to meet the financial goals of the Commission.
- Commissioner Chuck Conder stated that there has been a lot of criticism the Commission is not preserving the history of the Food Machinery Corporation Complex, although the Commission has already preserved the Solo Maxwas, which was one of those buildings. There were a couple of old Riversiders that told him about the building in question for the Downtown Station expansion was actually the Royal Citrus Packing House and noted to Anne Mayer to have their historians go back and look at it.

Anne Mayer explained anytime there is a historical structure component to a project they are required by law to have exhausted cultural resource studies and analyses and everything RCTC does is reviewed by the State Historic Preservation Officer and it is a highly regulated process. RCTC will be following that process very rigidly and expressed appreciation to Commissioner Conder for that input and stated the project team is listening and will conduct some additional research there and make sure they have the full history of that building in their analyses.

- Vice Chair V. Manual Perez thanked staff for a great job and congratulated them on the bond sale for the 91 Express Lanes Refinancing. He also expressed appreciation to Anne Mayer for listening to the concerns of the community on the east end about the Downtown Station Improvements regardless of where the situation lands at the end of the day they need to be open minded, be listening to the community, and for taking his call on this issue, including others as well.
- Commissioner Spiegel stated to go along with Vice Chair Perez's comments, she has been for the last couple years hearing on this issue with the Downtown Station and Mr. Barnett's request for a proposed Highgrove

station and are both difficult situations. She noted Mr. Barnett has a passion for it for over 20 years and has been asking for a Metrolink station long before she was a Supervisor in this area. She has gone out to Highgrove with Mr. Barnett and spent time with Anne Mayer, staff, and everybody involved, and expressed it really is prudent for them to continue the path that we are on, because RCTC only has limited funds and it would be challenging to redirect funds for a station that close. She strongly supports the decision that the Commission has made and stated to Anne Mayer regarding the Downtown Station it is difficult whenever there is something historic and people want to preserve as much history. Commissioner Spiegel thanked Commissioner Conder so they can check on that information because she was getting the information as the FMC building, and it makes her feel better it is not the building they thought it was. She noted also to confirm that issue with the school. It is a high demand station, and they need to ensure that they allow for their passengers and their customers. She thanked staff and all those that have been working on this and their efforts.

- Commissioner Michael Vargas concurred with Commissioner Conder's comments and stated they have a lot of historical buildings in the city of Perris and anytime something can be preserved that is historic in a community it goes back many decades of families, and it is important that they preserve it.
- Chair Harnik noted participating in some of the bond meetings about the 91 Express Lanes Refinancing and echoed Anne Mayer's comments as Anne Mayer, Theresia Trevino, and the team did an amazing job, was\\ere so well prepared, they were well informed, the presentations were excellent, and it was a great experience.

At this time, Chair Harnik asked Lisa Mobley if Pastor Mabon joined the meeting.

Lisa Mobley responded she has not seen anybody else join the meeting and asked if Pastor Mabon was on the line again. There was no response from anybody.

11. COMMISSIONER COMMENTS

- 11A.** Commissioner Fitzpatrick announced the La Quinta Art Celebration is back starting November 11-14 from 9:00 a.m. to 4:00 p.m. at the Civic Center Campus. There will be 200 world famous artists. There is a Veterans' Day Recognition Celebration in the city of La Quinta on November 11 at 9:00 a.m. Save the date for the La Quinta Art Celebration March 3 – 6, 2022.

- 11B.** Commissioner Vinton announced he will be resigning from his city council seat as of December 21, 2021, after he finishes his mayor's term as he will be moving out of state. He expressed it has been his honor to serve with everyone on this Commission as it is a tremendous Commission.
- Chair Harnik stated she had read about that and the city of Murrieta and the County of Riverside has benefited from Commissioner Vinton's service. She thanked him and hoped he enjoys spending time with his family.
- 11C.** Commissioner Brian Berkson expressed that Commissioner Vinton will be missed. He also expressed appreciation that Chair Harnik and Commissioner Spiegel attended the Groundbreaking Ceremony on September 29 for the \$130 million Jurupa Road Grade Separation Project for the worst grade issue in the county. This project is now on its way and RCTC is the money holder on this project.
- Chair Harnik expressed it was a wonderful groundbreaking and it was great to see so many people from RCTC there that took their time to be there. It certainly is creating safe access for that entire community so they can get all the things they need to make sure that they have the quality of life we all want to see everybody have.
- 11D.** Commissioner Molina expressed appreciation for that great recommendation on the branding for the San Geronio-Coachella Valley Pass Rail Corridor as it is a fantastic idea. She stated a few years ago when they were preparing for SB 1, she headed a local RTA team round meeting, and it was recommended that a PSA would be great to promote public transportation for all modes of transportation. She suggested that this might be another opportunity to prepare a PSA for all the stakeholders including Los Angeles and Orange Counties to show people how to connect to all parts of Riverside County. She thanked everyone for all the great work this month and always.
- 11E.** Commissioner Middleton stated the city of Palm Springs is safely returning to their parades. She announced the LGBTQ Pride Parade will be held on November 7 at 10:00 a.m., the Veterans' Day Celebration Parade will be held on November 11 at 3:30 p.m., and the Festival of Lights Parade will be held on December 4 at 4:30 p.m.
- 11F.** Commissioner Reed announced there is a tennis tournament in the city of Indian Wells on October 16-17, 2021.

12. CLOSED SESSION

12A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Agency Negotiator: Executive Director or Designee

Item	Property Description	Property Owner	Buyer(s)
1	117-112-014, 015	RCTC	Exclusive Energy

12B. CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION

Initiation of litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9:

1 Potential Case

There were no announcements from the closed session.

13. ADJOURNMENT

There being no further business for consideration by the Riverside County Transportation Commission, Chair Harnik adjourned the meeting at 10:44 a.m. The next Commission meeting is scheduled to be held at 9:30 a.m., Wednesday, November 10, 2021.

Respectfully submitted,



Lisa Mobley
Administrative Services Manager/
Clerk of the Board

AGENDA ITEM 6B

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	November 10, 2021
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Alicia Johnson, Senior Procurement Analyst Jose Mendoza, Procurement Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Single Signature Authority Report

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to receive and file the Single Signature Authority report for the first quarter ended September 30, 2021.

BACKGROUND INFORMATION:

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

The attached report details all contracts that have been executed for the first quarter ended September 30, 2021, under the single signature authority granted to the Executive Director. The unused capacity of single signature authority for services at September 30, 2021 is \$1,832,000.

Attachment: Single Signature Authority Report as of September 30, 2021

<i>Approved by the Budget and Implementation Committee on October 25, 2021</i>				
In Favor:	13	Abstain:	0	No: 0

SINGLE SIGNATURE AUTHORITY
AS OF SEPTEMBER 30, 2021

CONTRACT #	CONSULTANT	DESCRIPTION OF SERVICES	ORIGINAL CONTRACT AMOUNT	PAID AMOUNT	REMAINING CONTRACT AMOUNT
	AMOUNT AVAILABLE July 1, 2021		\$2,000,000.00		
18-24-067-00	Ultimate Maintenance Service	Janitorial Services for Stations and Toll Facilities	120,000.00	0.00	120,000.00
22-31-016-00	Globic Advisors	Information and Tender/Exchange Agent services related to 91 Express Lanes refinancing	20,000.00	0.00	20,000.00
22-18-010-00	Ralph Andersen & Associates	Professional recruitment search for CFO position	28,000.00	0.00	28,000.00
	AMOUNT USED		168,000.00		
	AMOUNT REMAINING through September 30, 2021		\$1,832,000.00		
<u>Agreements that fall under Public Utilities Code 130323 (C)</u>					
None	N/A		\$-	\$-	\$-
Alicia Johnson Prepared by		Theresia Trevino Reviewed by			
Note: Shaded area represents new contracts listed in the first quarter.					

AGENDA ITEM 6C

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	November 10, 2021
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Jose Mendoza, Procurement Manager Matt Wallace, Deputy Director of Financial Administration
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Adoption of Resolution No. 21-019 to Adopt Chapter 10 of the Caltrans Local Assistance Procedures Manual Applicable to Federally Funded Architectural and Engineering Services Procurement

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to adopt Resolution No. 21-019, *“Resolution of the Riverside County Transportation Commission Adopting Chapter 10 of the Caltrans Local Assistance Procedures Manual Applicable to Federally Funded Architectural and Engineering Services Procurements”*.

BACKGROUND INFORMATION:

The Commission receives federal and/or state funding for certain transportation projects and programs through the California Department of Transportation (Caltrans). As a condition of federal funding provided through Caltrans, the Commission must comply with the Caltrans Local Assistance Procedures Manual (LAPM) and other requirements of Caltrans. Chapter 10 of the Caltrans LAPM includes the requirements for procurement of architectural and engineering (A&E) services including, but not limited to, allowable selection methods, auditing requirements, contract terms, federal flow down provisions, and methods of payment.

The Commission has a Procurement Policy Manual, last updated effective March 31, 2021, which implements the requirements set forth in Chapter 10 of the LAPM. However, Caltrans Division of Local Assistance (DLA) now requires that local agencies utilizing federal funds provided through Caltrans formally adopt Chapter 10 of the LAPM, in its entirety.

The attached resolution accomplishes the DLA requirement. It also clarifies that, for A&E procurements federally funded through Caltrans – in the case of any conflict between Chapter 10 of the LAPM and the existing Procurement Policy Manual, Chapter 10 of the LAPM governs.

Therefore, as required by DLA, staff recommends the approval of Resolution No. 21-019 adopting Chapter 10 of the LAPM applicable to A&E procurements federally funded through Caltrans, as the same may, from time to time, be amended by Caltrans.

FISCAL IMPACT:

There is no fiscal impact related to adoption of this resolution.

Attachment: Resolution No. 21-019

Approved by the Budget and Implementation Committee on October 25, 2021

In Favor: 13 Abstain: 0 No: 0

RESOLUTION NO. 21-019
RESOLUTION OF THE
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
ADOPTING CHAPTER 10
OF THE CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL
APPLICABLE TO FEDERALLY FUNDED ARCHITECTURAL AND ENGINEERING SERVICES
PROCUREMENTS

WHEREAS, the Riverside County Transportation Commission (Commission) is authorized under state law, including Sections 130000 et seq. of the Public Utilities Code, to enter into binding agreements with public and private parties for a variety of purposes, and also to enact resolutions and ordinances; and

WHEREAS, the Commission receives federal and/or state funding for certain transportation projects and programs through the California Department of Transportation (Caltrans); and

WHEREAS, Chapter 10 of the Caltrans Local Assistance Procedures Manual (LAPM) addresses the requirements for federally compliant procurements of architectural and engineering (A&E) services by local agencies; and

WHEREAS, the Commission has adopted a Procurement Policy Manual that addresses compliance with Chapter 10 of the LAPM, the most current version of which was effective as of March 31, 2021; and

WHEREAS, Caltrans Division of Local Assistance (DLA) now requires that local agencies utilizing federal funds provided through Caltrans formally adopt Chapter 10 of the LAPM, in its entirety; and

WHEREAS, by this Resolution, the Commission wishes to comply with the DLA requirements and formally adopt Chapter 10 of the LAPM; and

WHEREAS, the Commission desires to clarify that Chapter 10 of the LAPM will apply to federally funded A&E services procurements subject to Caltrans procurement requirements, and in the case of any conflict between the Procurement Manual and Chapter 10 of the LAPM, Chapter 10 of the LAPM shall govern.

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

Section 1. The Commission hereby adopts Chapter 10 of the LAPM, as the same may be amended by Caltrans from time to time. Chapter 10 of the LAPM shall apply to all federally funded A&E procurements subject to Caltrans requirements.

Section 2. In the case of any conflict between Chapter 10 of the LAPM and the Commission's Procurement Manual, for federally funded A&E procurements subject to Caltrans requirements, Chapter 10 of the LAPM shall govern.

Section 3. This Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED this 10th day of November, 2021.

[Signatures on following page]

**SIGNATURE PAGE
TO
RESOLUTION NO. 21-019**

Jan C. Harnik, Chair
Riverside County Transportation Commission

ATTEST:

Lisa Mobley, Clerk of the Board
Riverside County Transportation Commission

AGENDA ITEM 6D

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	November 10, 2021
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee David Knudsen, Interim External Affairs Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	State and Federal Legislative Update

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

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

DISCUSSION:

State Update

Governor Gavin Newsom had until October 10 to sign or veto bills passed by the Legislature on or before September 10 when the State Legislature concluded the first of their two-year legislative session. By the close of the legislative session, 836 proposals were sent by state lawmakers to the Governor. Of those bills, Governor Newsom signed 770 new California laws and vetoed 66 by the bill deadline.

One of the vetoed bills was AB 1147, authored by Assembly Transportation Committee Chair Assemblymember Laura Friedman. AB 1147 was one of three bills introduced in the Legislature this year related to reforming SB 375 (Chapter 728, Statutes of 2008), which directs the California Air Resources Board to set regional targets for reducing greenhouse gas emissions. In the Governor's veto message, he acknowledges that although "the bill seeks to improve transparency to the Sustainable Community Strategies process, it does not require or incentivize regional and local governments to make land-use decisions that change development and transportation patterns." AB 1147 would have required each Metropolitan Planning Organization (MPO) to create a 2035 Target Action Plan, develop a new block grant program to ensure MPOs achieve their 2035 goals, and would have required local governments to make a good faith effort to take actions that support their MPO's sustainable communities strategies. These strategies would likely have included a review of each region's vehicle miles traveled reduction strategies.

The Governor concluded his veto letter with intent to engage the Legislature to pass a comprehensive transportation package in 2022. The transportation package will likely include items that the Legislature and the Governor could not finalize an agreement on before the legislative session concluded on September 10. These policies include the allocation of \$4.2 billion in Proposition 1A (2008) high-speed rail bond funding and all of the new

transportation General Fund spending actions, which were reverted to the General Fund, consistent with the Budget Act of 2021.

Federal Update

Appropriations and federal debt limit

The House and Senate Appropriations Committees did not complete work on the 12 appropriations bills to fund federal programs prior to September 30, the end of the fiscal year. However, Congress averted a government shutdown by passing a Continuing Resolution (CR) to fund the government through December 3, 2021.

In addition, on October 10, the Senate passed legislation to raise the debt ceiling through early December. The House passed the same legislation on October 12, heading off a financial crisis with only days to spare ahead of the original October 18 deadline. Failing to raise the debt ceiling by that date would have left the U.S. government unable to fulfill its financial obligations.

Given these short-term fixes from the CR and the debt limit extension, Congress will again have to address funding for the federal government and the debt limit prior to December 3 to avoid a government shutdown and default on the federal debt.

Temporary FAST Act Extension

Since Congress was unable to pass a long-term surface transportation bill, President Biden signed legislation to extend the Fixing America's Surface Transportation (FAST) Act until October 31, 2021. The temporary extension gave lawmakers time to continue seeking a resolution to the impasse over other spending legislation.

While the \$1.2 trillion Infrastructure Investment and Jobs Act (IIJA) passed the Senate on August 10, 2021, it is still awaiting action by the House. The IIJA includes a five-year reauthorization of surface transportation programs, along with additional funding for highway, transit, rail, water, energy, and broadband investments. The IIJA provides \$550 billion in new infrastructure funding above existing levels, almost half of which would directly benefit transportation programs. A majority of the new transportation funding would be directed towards existing programs, funding above authorized levels by the FAST Act.

Speaker Pelosi has said that she expects the House to act on the IIJA prior to October 31, but passage of the legislation may remain dependent upon the status of the larger budget reconciliation package.

Attachments:

- 1) Legislative Matrix – October 2021
- 2) Governor Newsom AB 1147 (Friedman) Veto Message – Dated October 8, 2021

RIVERSIDE COUNTY TRANSPORTATION COMMISSION - POSITIONS ON STATE AND FEDERAL LEGISLATION – OCTOBER 2021

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
AB 1499 (Daly)	Removes the January 1, 2024 sunset date for Department of Transportation and regional transportation agencies to use the design-build procurement method for transportation projects in California.	Signed by the Governor September 22, 2021	<i>SUPPORT</i>	April 14, 2021
SB 623 (Newman)	Clarifies existing law to ensure toll operators statewide can improve service to customers and enforce toll policies while increasing privacy protections for the use of personally identifiable information (PII).	Hearing canceled at the request of author. Now a two-year bill. April 26, 2021	<i>SUPPORT</i> <i>Staff action based on platform</i>	April 5, 2021
SB 261 (Allen)	This bill would require that the sustainable communities strategy be developed to additionally achieve greenhouse gas emission reduction targets for the automobile and light truck sector for 2045 and 2050 and vehicle miles traveled reduction targets for 2035, 2045, and 2050 established by the board. The bill would make various conforming changes to integrate those additional targets into regional transportation plans.	Senate Transportation Committee - hearing postponed by committee. Now a two-year bill. April 27, 2021	<i>OPPOSE</i>	May 12, 2021
Federal				
HR 972 (Calvert)	This bill establishes the Western Riverside County Wildlife Refuge which would provide certainty for development of the transportation infrastructure required to meet the future needs of southern California.	Ordered Reported by the House Committee on Natural Resources July 14, 2021	<i>SUPPORT</i> <i>Staff action based on platform</i>	June 11, 2021



OFFICE OF THE GOVERNOR

OCT 08 2021

To the Members of the California State Assembly:

I am returning Assembly Bill 1147 without my signature.

This bill adds new and modified reporting at the local and regional levels on compatibility of land use and transportation planning with greenhouse gas reduction goals and a proposal for a pilot program to create a network of bicycle highways.

Although the bill seeks to improve transparency to the Sustainable Community Strategies process, it does not require or incentivize regional and local governments to make land use decisions that change development and transportation patterns.

While I share the author's goal to align policies and promote the use of active transportation modes such as walking and biking, the bill is not necessary because state agencies are already collaborating on these policies and updating local requirements.

I proposed \$7.6 billion to make key investments in a wide variety of critically necessary projects including high speed rail, transit connectivity projects in advance of the 2028 Los Angeles Olympics, active transportation, and a variety of other rail system improvements. Not only will these projects improve safety and access for bicyclists and pedestrians, they will significantly reduce greenhouse gas emissions and are key to meeting our state's climate objectives.

I look forward to re-engaging with the Legislature to finalize and pass a comprehensive transportation package early next year.

Sincerely,

Gavin Newsom

A handwritten signature in black ink, consisting of several sharp, angular strokes. The signature is written over the word "Gavin Newsom" and extends to the right, ending in a long, horizontal line.

AGENDA ITEM 6E

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	November 10, 2021
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Reinland Jones, Toll Technology Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Change Order to Amend the Interstate 15 Express Lanes Project Toll Services Agreement with Kapsch TrafficCom USA to Provide Maintenance Services and Image Review Services for the 91 Express Lanes Roadside System

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

This item is for the Commission to:

- 1) Approve Change Order No. 23 to Agreement No. 16-31-043-00 for the Interstate 15 Express Lanes Project (I-15 ELP) with Kapsch TrafficCom USA Inc. (Kapsch) to provide five years of maintenance services for the 91 Express Lanes Roadside System and Image Review Services in an amount not to exceed \$3,021,143; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the change order on behalf of the Commission.

BACKGROUND INFORMATION:

In April 2017 Governor Brown signed Senate Bill 132 (SB 132) which appropriated \$427 million to the Riverside County Transportation Efficiency Corridor (RCTEC) for five projects. SB 132 allocated \$180 million to the I-15/SR-91 Express Lane Connector (15/91 ELC). The 15/91 ELC will provide a tolled express lanes connector between the existing 91 Express Lanes and the future 15 Express Lanes to the north of SR-91 (Figure 1: Vicinity Map).



Figure 1: 15/91 Express Lanes Connector Project Vicinity Map

SB 132 also statutorily created a task force to develop recommendations to accelerate project delivery of the RCTEC projects. On June 27, 2017, Governor Brown signed budget trailer bill Assembly Bill 115 (AB 115) through which the Commission received additional project delivery authority to ensure cost-effective and timely delivery of the 15/91 ELC.

At its October 2017 meeting, the Commission approved an overall procurement strategy for the 15/91 ELC to secure all the services and construction needed to deliver the project. The approved strategy consists of a series of contract amendments, as permitted by AB 115, to existing 91 Project and I-15 ELP contracts with engineering companies, contractors, toll vendors, legal, and financial advisors.

With the addition of the 15/91 ELC, a customer travelling between the 91 Express Lanes and the 15 Express Lanes will be required to use tolled segments from both express lanes. In order to provide a seamless customer experience, staff recommended that the same roadside tolling system be used for the 91 Express Lanes, the 15 Express Lanes and the 15/91 ELC. At its July 2018 meeting, the Commission approved Change Order No. 5 to the I-15 ELP Agreement No. 16-31-043-00 for Kapsch to replace the roadside tolling system on the 91 Express Lanes which had been installed and operated by Cofiroute USA LLC (Cofiroute).

At its February 2021 meeting, the Commission approved Change Order No. 7B to allow for Kapsch to provide maintenance of the 91 Express Lanes roadside tolling system for five years through February 2026, which was anticipated to be the end date for the Kapsch 15 Express Lanes maintenance period. The 15 Express Lanes maintenance period began April 14, 2021, with the opening of the 15 Express Lanes, and is for five years ending April 12, 2026. The delay in the opening of the 15 Express Lanes created a one and one-half month gap in maintenance for the 91 Express Lanes roadside tolling system.

Change Order No. 7B did not include maintenance for minor roadside equipment currently maintained by Cofiroute USA (Cofiroute), as the contracted operator for the 91 Express Lanes, under the OCTA/RCTC/Cofiroute Operating Agreement No. 13-31-105-00. Cofiroute will continue to provide services for the minor 91 Express Lanes roadside equipment until the termination of Agreement No. 13-31-105-00 anticipated to be December 31, 2021.

Change Order No. 7B also did not include image processing services for the 91 Express Lanes which Kapsch has been providing since the roadside tolling system transition from Cofiroute to Kapsch.

DISCUSSION:

The proposed Change Order No. 23 to the agreement with Kapsch includes the following:

1. One and one-half additional months of roadside tolling system maintenance;
2. Four years and four months of maintenance of additional roadside equipment; and
3. Image processing services for the 91 Express Lanes through April 14, 2026.

One and One-Half Additional Months of Roadside Tolling System Maintenance

The additional one and one-half months of roadside tolling system maintenance will provide for continued maintenance of the 91 Express Lanes roadside tolling system through the end of the base operations and maintenance period with Kapsch. The additional period is needed to provide for operations and maintenance of the 91 Express Lanes and 15 Express Lanes roadside tolling system through the same period. The cost of the additional one and one-half months is at the same rate approved by the Commission in Change Order No. 7B and totals \$111,392.

Four Years and Four Months of Maintenance of Additional Roadside Equipment

Cofiroute's initial contract to operate the 91 Express Lanes (the OCTA/RCTC/Cofiroute Operating Agreement or ORCOA No. 13-31-105-00) requires Cofiroute to provide maintenance of roadside equipment which was not replaced by Kapsch under Change Order No. 5 through the end of the ORCOA. The ORCOA will terminate with the transition to the new Cofiroute agreement for development and installation of a new back office system and provision of express lanes operator services. The Commission awarded the new agreement to Cofiroute in November 2019. The end date of the ORCOA is anticipated to occur by December 31, 2021. At that time, the new Cofiroute

agreement does not provide for maintenance of the on-road closed circuit television cameras, changeable message signs, the communication network, or the toll utility building operations.

As the operator of the roadside tolling system, Kapsch is better suited to provide the maintenance of these additional items. Kapsch will update the equipment to ensure compatibility with the roadside tolling system. The Kapsch agreement provides a pre-negotiated hourly rate for maintenance personnel on which this change order is based. Staff worked with Kapsch to determine the hours required to perform this additional maintenance and believes the agreed-upon hours and pre-negotiated rate results in a fair and reasonable price. The costs to update the equipment is \$242,351 and four years and four months of maintenance services is \$1,490,231, for a total amount of \$1,732,582.

Two Image Processors

Until the transition of the roadside toll system from Cofiroute to Kapsch, Cofiroute performed manual image review of the 91 Express Lanes transactions. Kapsch has been performing image review of the 91 Express Lanes transactions since April 14, 2021. The toll system generates an image for each transaction on the 91 Express Lanes. Kapsch uses optical character recognition software to review over 75 percent of the image transactions. The remaining 25 percent are reviewed by human reviewers employed by Kapsch. The 91 Express Lanes images require two full time employees to review the images in a timely and accurate manner. Staff evaluated the number of historical images and the current image processors rate of processing to arrive at the need for two additional image reviewers. The cost of the two additional image reviewers for the duration of the operations and maintenance period is \$1,177,169.

Summary

In order to provide for complete maintenance of the 91 Express Lanes roadside system and process image transactions, Change Order No. 23 includes the items listed in the table below. The amounts listed include the overhead burden and profit mark-up according to the Kapsch Agreement.

Item	Amount
1 ½ months roadside toll system maintenance	\$ 111,392
4 years and 4 months additional roadside maintenance	1,732,582
2 image processors	1,177,169
Total	\$ 3,021,143

RECOMMENDATION:

Staff recommends approval of Change Order No. 23 to amend the Toll Services Agreement between the Commission and Kapsch in an amount not to exceed \$3,021,143. Further,

authorization is requested for the Chair or Executive Director to execute the amendment on behalf of the Commission.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2021/22 FY 2022/23+	Amount:	\$ 657,023 \$ 2,364,120
Source of Funds:	91 Express Lanes toll revenues			Budget Adjustment:	No N/A
GL/Project Accounting No.:	009199 81041 00000 0000 591 31 81002				
Fiscal Procedures Approved:	<i>Theresa Iuvino</i>			Date:	10/14/2021

Attachment: Draft Change Order No. 23 with Kapsch

<p><i>Approved by the Western Riverside County Programs and Projects Committee on October 25, 2021</i></p>					
In Favor:	11	Abstain:	0	No:	0



Change Response / TSP Change Request
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
I-15 Toll Services Provider Contract

Change Order No. 23

Pursuant to: (check appropriate box)

- ☒ Written Change Notice No. 8 (RCTC-Kapsch-LTR-0120), dated 6 August 2021, submitted by RCTC to TSP pursuant to Section 20.4.1 of the Contract
- ☐ TSP Change Request No. _____, dated _____, submitted by TSP to RCTC pursuant to Section 20.6 of the Contract
- ☐ Directive Letter No. _____, dated _____, submitted by RCTC to TSP pursuant to Section 20.3 of the Contract

Reference is made to that certain Toll Services Contract (Contract No. 16-31-043-00) dated 26 January 2017, as amended, by and between Riverside County Transportation Commission ("RCTC"), a public entity of the State of California ("RCTC"), and Kapsch TrafficCom USA, Inc., a corporation organized under the laws of Delaware ("TSP"), as amended, together with all Exhibits and prior amendments (the "Contract").

This Change Order amends the Contract.

Capitalized terms used, but not defined, in this Change Order have the meanings given in, and all Section and Exhibit references shall be to the Contract.



**SECTION I – Narrative, Discussion of Additions, Deletions, Modifications to the Requirements
of the Toll Services Contract**

A. Evaluation of Change including whether TSP considers any RCTC-Initiated Change to constitute a Change and the specific provision(s) of this Contract which permit a Change Order (Section 20.4.3(a)(i)):

N/A – RCTC Initiated Change Order

B. Overview of scope of Change (Section 20.4.3(a)(iii)). For detailed scope of Change, please complete the Change Response Price Form:

All capitalized terms used in this Change Order #7B and not defined herein have the meanings given to such terms in the Toll Services Contract dated January 26, 2017 (as amended by this Change Order and the previous Change Orders), between the Riverside County Transportation Commission (**RCTC**) and Kapsch TrafficCom USA, Inc. (**TSP**) (together the **Contract**).

Part 1: Work under this Change Order

A. SR-91 Additional 1 ½ months of O & M

- 1) Due to the delay in the opening of the 15 Express Lanes the O & M period for the 91 Express Lanes currently ends 1 ½ months before the 15 Express Lanes O & M. To provide for O & M through April 14, 2026 for both express lanes an additional 1 ½ months of O & M for the 91 Express Lanes is needed. The cost of this additional O & M is as the same rate approved in change order 7B.

B. Additional Personnel to Support the Addition of the SR-91 Toll Processing into the I-15 Back Office

- 1) Due to the addition of transactions and images, from the SR-91 RCTC Toll locations, into the processing flow of the I-15 Host, Image Review, and Back Office Systems additional personnel are required to handle images review.
- 2) The Contract originally specified staffing to handle the workload for the I-15 system and did not anticipate the additional workload generated by the SR-91 Toll locations (created through Change Orders 5 and 6) being added to the RCTC tolling network.
- 3) This change order adds 2 Image Reviewers to the Customer Service Center staffing, for the duration of the ELP O&M period.

B. SR-91 O&M Work

- 1) This change order no. 23 adds maintenance support for the existing equipment on the SR-91 Express Lanes that was previously under maintenance by Cofiroute USA, Inc.
- 2) Initial update work will be required on the equipment to be taken into maintenance, and the initial update will be performed per the schedule in Attachment 4.

- 3) The items being added for maintenance as indicated as “NEW” in Change #1 in Attachment 2 (Redlined Technical Provisions).

During the SR-91 O&M Term, TSP will perform the following O&M Work (collectively, the **SR-91 O&M Work**):

- (a) Maintenance Services to support the RCTC SR-91 Tolling in accordance with Technical Provisions (TP), Section 16 (the “**SR-91 Maintenance Work**”).
- (b) All other provisions of the Contract apply to this SR-91 O&M Work.

Part 3: Other Material Terms

1) Bonding Requirements

- a. As a condition of performing the O&M work on the SR-91, TSP shall provide and maintain the SR-91 Maintenance Performance Bond (Attachment 3-A) and the SR-91 Maintenance Payment Bond (Attachment 3-B). RCTC will release the SR-91 Maintenance Performance Bond upon expiry of the SR-91 O&M Term, provided that no outstanding claims are then pending or threatened against TSP under the Contract in connection with the SR-91 O&M Work. RCTC will release the SR-91 Maintenance Payment Bond (i) upon receipt of (A) evidence satisfactory to RCTC that all Persons eligible to file a claim against the bond have been fully paid and (B) unconditional releases of Liens and stop notices from all Subcontractors who filed preliminary notice of a claim against the Bond, or (ii) upon expiration of the statutory period for Subcontractors to file a claim against the Bond if no Claims have been filed.

Part 4: SR-91 ROW Access

RCTC will provide TSP with access to the SR-91 ROW for the purposes of performing the SR-91 O&M Work, provided that (i) TSP shall obtain a rider to the existing RCTC encroachment permit providing TSP with access to the SR-91 Site prior to commencing work on the site and shall comply with the requirements of such permit, and (ii) TSP shall comply at all times with TSP’s safety and security procedures and all applicable requirements of this Contract and Technical Provisions.

Part 5: Additional Definitions (Exhibit 1 to the Contract)

All definitions from Change Order 7B still apply.

Part 6: Impacts on Existing Definitions and Contract Provisions

The definition of “Indemnified Parties” is revised to add Orange County Transportation Authority and its officers, directors, board members, employees, consultants, representatives and agents.

For purposes of the SR-91, the Setting Date, the Effective Date and similar reference dates under the Contract will be the date of issuance of this Change Order.

Except as specifically provided otherwise in this Change Order:

- 1) Defined terms previously applying generally to the ELP Project (such as “Project,” “D&D Work,” “Toll Services,” “Work,” “Completion Deadlines,” “Total Capital Cost,” etc.): (a) will retain the same names and the definitions will be revised to include SR-91 (Phase 1, 2, 3, and 4) and ELC; but (b) corresponding ELP Project-specific defined terms will also be created so as to distinguish from SR-91 and ELC as needed.
- 2) Provisions in the Contract of general application to the ELP Project (such as TSP’s indemnities, events of default) will also apply to SR-91 and ELC.

C. Analysis of (impact of the Change on the performance of other aspects of the D&D Work, O&M Work, RCTC or RCTC’s toll operations (as applicable); (Section 20.4.3(a)(v)):

All impacts of the Change are reflected in Change Order #7B, and **this Change Order #23**, and there are no other impacts of the Change on the performance of other aspects of the D&D Work, O&M Work, RCTC or RCTC’s toll operations.

D. Proposed plan for mitigating impacts of the Change (Section 20.4.2(a)(x)):

N/A

E. Additions / deletions / modifications to the requirements of the Contract including KPIs (if any) (Section 20.4.3(a)(viii)):

See Redlined Technical Provisions in Attachment 2.



SECTION II – Cost Impact(s)

A. Summary

Compensation under this Change Order is to be paid (check the applicable boxes below):

- ☐ n/a¹ \$0.00 (“no cost”) Change Order.
- ☒ as a lump sum payment in the accordance with Attachment 1B – Initial Update to Support Equipment Maintenance, at the completion of the events shown in the schedule in Attachment 4
- ☒ as a series of monthly payments in accordance with Attachment 1A (for the Image Reviewers) and 1C through 1G – SR-91 O&M – Price Sheet – Monthly Payments in addition to those shown in Change Order #7B,
- ☐ as an adjustment to Total O&M Years 1 and 2 Cost or Total O&M Years 3, 4 and 5 Cost
- ☐ as a Unit Price Change Order for increases or decreases in the Contract Price [not to exceed] / [in the amount of] _____ dollars (\$ _____))
- ☐ as a Time and Materials Change Order, [not to exceed _____ dollars (\$ _____)]
- ☐ as is set forth below, under Section II(B)([2] / [3]).**[select the proper reference]**
- ☐ If more than one box has been checked, also check this box and summarize terms here:

Documentation supporting the Change Order is attached as Annex[es] _____ [through _____].

B. Special Considerations

1. Delay and disruption damages for Excusable Delay (Section 20.10). ☒ n/a

Compensation available for Change Orders are (only) extra Work Costs and delay Costs directly attributable to the proposed Change and exclude certain costs and expenses.

- Total extra Work Costs: \$ _____
- Total delay and disruption damages: \$ _____

¹ If \$0 (i.e., a “no cost” Change Order), leave remainder of Section II blank.



Discussion (if any):

2. Deductive RCTC Changes. ☒ n/a

If this Change Order is a deductive change

Net Cost² Savings attributable to the deductive change \$ _____

Amount due to RCTC attributable to the deductive Change (or which can be used by RCTC, in its sole discretion, to offset payment to TSP) \$ _____

Discussion (if any):

² When both additions and reductions are involved in any one Change Order, the adjustment shall be determined on the basis of net increase or decrease. TSP Margin will be allowed only for the net increase in labor Cost in order to establish the amount to be added to the Contract Price. In determining a deductive change order, any deduction will include the amount of TSP Margin and Audited Overhead which would have been payable on such amounts by RCTC in accordance with Section 20.

SECTION III – Completion Deadline Impacts (Applicable to All Change Orders)

The status of the CSC Commencement Deadline is as follows:

- ☒ Unaffected by this Change Order
- ☐ Affected by [extending] / [accelerating] the date of the CSC Commencement Deadline by _____ calendar days to _____ calendar days prior to Revenue Service Commencement.

The status of the Revenue Service Commencement Deadline is as follows:

- ☒ Unaffected by this Change Order
- ☐ Affected by [extending] / [accelerating] the date of the Revenue Service Deadline by _____ calendar days to _____ Days after the Package 4 Turnover Date.

The status of the total Float is as follows:

- ☒ Unaffected by this Change Order
- ☐ Affected by this Change Order as follows:

If this Change Order is issued as a result of, or relating to, an Excusable Delay or a shortening time, TSP's Critical Path time impact delay analysis is attached as Annex _____ (Section 20.4.3(a)(vi)). ☒ n/a



**SECTION IV - (Reviewed and recommended agreed by TSP’s [Project Manager-D&D Work]
or [Project Manager-O&M Work])**

By: _____

Name: Jim Kirwin

Title: Project Manager

Date: _____

Comments:

SECTION V - (Reviewed and agreed by TSP)

The undersigned Authorized Representative of TSP hereby certifies, under penalty of perjury, as follows:

1. Sections I, II and III of this Change Order, including all Worksheets and Annexes, collectively represent a true, accurate and complete summary of all aspects of this Change Order.
2. The amounts of time and/or compensation set forth in this Change Order (a) are, in each case, justified as to entitlement and amount, (b) reflect all changes to compensation for and scheduling of the Project (inclusive of all Subcontractor and Supplier amounts, impacts), (c) is complete, accurate and current and (d), in each case, the amounts of time, if any, and/or compensation, if any, agreeable to, and is hereby agreed by, TSP.
3. This Change Order includes all known and anticipated impacts or amounts, direct, indirect and consequential, which have been and may be incurred, as a result of the event, occurrence or matter giving rise to this Change Order. This Change Order constitutes a full and complete settlement of all Losses, Claims, matters, issues and disputes existing as of the effective date of this Change Order, of whatever nature, kind or character relating to the event, occurrence or matter giving rise to this Change Order and the performance of any extra Work that this Change Order documents or relates, including all direct and indirect costs for services, equipment, manpower, materials, overhead, profit, financing, delay and disruption arising out of, or relating to, the issues set forth herein. TSP acknowledges that it shall not be entitled to assert any Claim for relief under the Contract for delay, disruption costs or any other adverse financial or Project Schedule impacts existing as of the effective date of this Change Order and arising out of, or relating to, the event, occurrence or matter giving rise to this Change Order or such extra Work.
4. If the foregoing Change Order includes claims of Subcontractors or Suppliers, TSP represents that authorized representatives of each Subcontractor and Supplier, if any, reviewed such claims, this Change Order and accept this Change Order as dispositive on the same, subject to separate Contract between TSP and each such Subcontractor and Supplier, as applicable. Furthermore, TSP has determined in good faith that such claims are justified as to both entitlement and amount.
5. The cost and pricing data forming the basis for the Change Order is complete, accurate and current, with specific reference to the California False Claims Act (Government Code section 12650 et. seq.) and the U.S. False Claims Act (31 USC § 3729 et seq.)
6. It is understood and agreed that this Change Order shall not alter or change, in any way, the force and effect of the Contract, including any previous amendment(s) thereto, except insofar as the same is expressly altered and amended by this Change Order.
7. This Change Order supersedes all prior commitments, negotiations, correspondence, conversations, Contracts or understanding applicable to the issues addressed herein. No deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written, other than the Contract, as amended in accordance with its terms.



8. This Change Order is binding upon, and shall insure to the benefit of, each of the parties and their respective heirs, personal representatives, successors and assigns.

IN WITNESS, WHEREOF, TSP, intending to be legally bound, has executed this Change Order as of the date below.

TSP:
Kapsch TrafficCom USA, Inc.

Date: _____

By: _____
Name: Ray Cooper
Title: Vice President and General Manager,
Western Region Delivery and Operations

The undersigned Guarantor hereby (i) acknowledges and consents to this CHANGE ORDER NUMBER 5; (ii) reaffirms that certain Guaranty dated as of _25 August, 2020 (the "Guaranty"), executed by the undersigned; and (iii) agrees that the Guaranty remains in full force and effect and binding upon the undersigned as of the date hereof.

TSP:
Kapsch TrafficCom AG

Date: _____

By: _____
Name: JB Kendrick
Title: President



SECTION VI - (Reviewed and recommended by RCTC)

By: _____
Name: David Thomas
Title: Toll Project Delivery Director
Date: _____

Comments:



SECTION VII - (Agreed by RCTC's Authorized Representative)

IN WITNESS WHEREOF, RCTC, intending to be legally bound, has executed this Change Order as of the date first written above.

Date: _____

(the effective date of this Change Order)

RCTC

**RIVERSIDE COUNTY TRANSPORTATION
COMMISSION**

By: _____

Name: Anne Mayer

Title: Executive Director

ATTACHMENT 1A
PRICE SHEET – SR-91 ADDITIONAL O & M
YEAR 5 – MARCH 2026 THROUGH APRIL 14, 2026

#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	SR 91 Year 5 – O&M work	Month	1	\$90,649.39	\$90,649.39
2	Subcontractors	Maintenance Service Contracts, Lane Closures, Security Services	Lot	1	\$9,894.02	\$9,894
3	ODCs	Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, etc.	Lot	1	\$3,912.00	\$3,912
4	Materials	Spares, Consumables, RMA and Repair	Lot	1	\$6,936.41	\$6,936
Total Additional SR-91 Additional Maintenance Costs						\$111,391.82
Monthly Cost						\$74,261.21

ATTACHMENT 1B
PRICE SHEET – ADDITIONAL IMAGE REVIEWERS
MONTHLY PRICING

#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	Year 1 (ELP) - 2 Image Reviewers	Month	12	\$19,120.14	\$229,441.68
2	Labor – Kapsch	Year 2 (ELP) - 2 Image Reviewers	Month	12	\$19,031.71	\$228,380.52
3	Labor – Kapsch	Year 3 (ELP) – 2 Image Reviewers	Month	12	\$19,503.63	\$234,043.56
4	Labor – Kapsch	Year 4 (ELP) – 2 Image Reviewers	Month	12	\$19,975.57	\$239,706.84
5	Labor – Kapsch	Year 5 (ELP - 2 Image Reviewers	Month	12	\$20,466.38	\$245,596.56
Total Additional Image Reviewer Costs						\$1,177,169.16

ATTACHMENT 1C
SR-91 O&M – PRICE SHEET
INITIAL UPDATES TO SUPPORT EQUIPMENT MAINTENANCE
NOVEMBER 2021 THROUGH DECEMBER 2021

#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	SR-91 O&M Work	Lot	1	\$172,206	\$172,206
2	Subcontractors	Maintenance Service Contracts, Lane Closures, Security Services	Lot	1	\$0	\$0
3	ODCs	Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, etc.	Lot	1	\$30,642	\$30,642
4	Materials	Spares, Consumables, RMA and Repair	Lot	1	\$39,503	\$39,503
Total Initial Update Costs						\$242,351

ATTACHMENT 1D
SR-91 O&M – PRICE SHEET – MONTHLY PAYMENTS
JANUARY 2022 THROUGH DECEMBER 2022

#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	SR-91 O&M Work	Lot	1	\$238,227	\$238,227
2	Subcontractors	Maintenance Service Contracts, Lane Closures, Security Services	Lot	1	\$0	\$0
3	ODCs	Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, etc.	Lot	1	\$104,543	\$104,543
4	Materials	Spares, Consumables, RMA and Repair	Lot	1	\$5,549	\$5,549
Total O&M Costs – Year 1						\$348,319
12 months @ per month						\$29,026.58

NOTE: MOT Support based on 4 closures per year (outside of Caltrans closures).

ATTACHMENT 1E
SR-91 O&M – PRICE SHEET – MONTHLY PAYMENTS
JANUARY 2023 THROUGH DECEMBER 2023

#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	SR-91 O&M Work	Lot	1	\$244.164	\$244,164
2	Subcontractors	Maintenance Service Contracts, Lane Closures, Security Services	Lot	1	\$0	\$0
3	ODCs	Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, etc.	Lot	1	\$103,622	\$103,622
4	Materials	Spares, Consumables, RMA and Repair	Lot	1	\$5,549	\$5,549
Total O&M Costs – Year 2						\$353,335
12 months @ per month						\$29,444.59

NOTE: MOT Support based on 4 closures per year (outside of Caltrans closures).

ATTACHMENT 1F
SR-91 O&M – PRICE SHEET – MONTHLY PAYMENTS
JANUARY 2024 THROUGH DECEMBER 2024

#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	SR-91 O&M Work	Lot	1	\$250,267	\$250,267
2	Subcontractors	Maintenance Service Contracts, Lane Closures, Security Services	Lot	1	\$0	\$0
3	ODCs	Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, etc.	Lot	1	\$76,982	\$76,982
4	Materials	Spares, Consumables, RMA and Repair	Lot	1	\$5,549	\$5,549
Total O&M Costs – Year 3						\$332,798
12 months @ per month						\$27,733.17

NOTE: MOT Support based on 4 closures per year (outside of Caltrans closures).

ATTACHMENT 1G
SR-91 O&M – PRICE SHEET – MONTHLY PAYMENTS
JANUARY 2025 THROUGH DECEMBER 2025

#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	SR-91 O&M Work	Lot	1	\$256,542	\$256,542
2	Subcontractors	Maintenance Service Contracts, Lane Closures, Security Services	Lot	1	\$4,326	\$4,326
3	ODCs	Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, etc.	Lot	1	\$64,059	\$64,059
4	Materials	Spares, Consumables, RMA and Repair	Lot	1	\$5,549	\$5,549
Total O&M Costs – Year 4						\$330,476
12 months @ per month						\$27,539.67

NOTE: MOT Support based on 4 closures per year (outside of Caltrans closures).

ATTACHMENT 1H
SR-91 O&M – PRICE SHEET – MONTHLY PAYMENTS
JANUARY 2026 THROUGH APRIL 2026

#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	SR-91 O&M Work	Lot	1	\$98,662	\$98,662
2	Subcontractors	Maintenance Service Contracts, Lane Closures, Security Services	Lot	1	\$0	\$0
3	ODCs	Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, etc.	Lot	1	\$21,092	\$21,092
4	Materials	Spares, Consumables, RMA and Repair	Lot	1	\$5,549	\$5,549
Total O&M Costs – Year 5						\$125,303
12 months @ per month						\$31,325.75

NOTE: MOT Support based on 4 closures per year (outside of Caltrans closures).

ATTACHMENT 1I
SR-91 O&M – SUMMARY

#	Item	Description	Unit	Qty	Total
1	SR-91 Additional 1 ½ months of O & M	5 years in line with ELP O&M Contract	Lot	1	\$111,392.10
2	Additional Image Reviewers	5 years in line with ELP O&M Contract	Lot	1	\$1,177,169.16
3	SR91 Initial Update to Additional Equipment	November 2021 – January 2022	Lot	1	\$242,351
4	SR91 Additional O&M	Year 1	Lot	1	\$348,319
5	SR91 Additional O&M	Year 2	Lot	1	\$353,335
6	SR91 Additional O&M	Year 3	Lot	1	\$332,798
7	SR91 Additional O&M	Year 4	Lot	1	\$330,476
8	SR91 Additional O&M	Year 5	Lot	1	\$125,303
TOTAL					\$3,021,143.26

ATTACHMENT 2
ADDITIONAL AND REVISED TECHNICAL PROVISIONS

CHANGE #1 – The following provisions are modified in the new Subsection 2.13.7 (originally added in Change Order #5):

“2.13.7 Coordination with SR-91 Operator

RCTC is currently under contract with the SR-91 Operator for the operations and maintenance of the toll system on SR-91. TSP shall coordinate with the SR-91 Operator in the deployment and transitions of the ETC on SR91. The TSP shall be responsible for the implementation, operations, coordination and maintenance of SR-91 ETC per Table 1.

No.	Express Lanes	TSP	SR 91 Operator	RCTC	NOTE
Toll Collection System					
1	Toll Utility Buildings (TUB)	X			
2	A/C TUB (See NOTE 1 below)	X			
3	Fire Suppression System (See NOTE 2 below)			X	
4	Phone Communications	X			
5	CCTV TUB Security	X			
6	Security Access	X			
7	TUB Cleaning			X	
8	Toll Gantry Structure (See NOTE 1 below)			X	
9	Equipment Cabinet	X			
10	Generator & ATS	X			NEW
11	Septic Tank (See NOTE 3 below)			X	
12	Plumbing and water system (See NOTE 3 below)			X	
13	Utility – power (See NOTE 1 below)	X			
14	Server Racks & Equipment	X	X (TBD)		
15	Pass through communications (CCTV) – See item 17, 18, and 19 – see Note 5 below	X			NEW
16	High Mast Lighting (within Toll Zone) (See NOTE 2 below)			X	

Communication Network					
17	Conduit	X			NEW
18	Fiber	X			NEW
19	Roadway CCTV	X			NEW
20	Existing CMS (See NOTE 4 below)	X			NEW
21	Utility connection to CCTV – see item 17,18, and 19 – see NOTE 5 below	X			NEW
Coordination					
22	CHP		X		
23	Freeway Service Patrol		X		
24	Caltrans Maintenance		X		
25	Other Agencies			X	

Table 1 – SR-91 Roles and Responsibilities

NOTE 1: TSP shall be responsible for oversight of the repair of damage, regardless of cause. If required and upon approval of RCTC, TSP shall be responsible for acquiring and overseeing any third-party repair. The costs of the third-party repair shall be the responsibility of RCTC. The acquisition of a third-party and oversight of the repair shall be the responsibility of the TSP at no additional cost to RCTC.

NOTE 2: TSP shall provide oversight when third-party contractors are providing service for RCTC items, in order to ensure that there will be no damage to the tolling equipment.

NOTE 3: TSP to notify RCTC immediately if an issue has been seen, detected, or reported.

NOTE 4: RCTC currently maintains the maintenance contract with Daktronics that expires in January 2025. TSP is responsible to manage coordination of activities related to this maintenance contract. TSP shall take over this subcontract upon expiration of the current subcontract period.

NOTE 5: The responsibility split for the network is at the punch panel in the Anaheim Data Center (ADC). TSP is responsible for the roadway elements from the patch panel. SR-91 Operator is responsible for the ADC elements from the patch panel.

CHANGE #2 – The following paragraph is added to Subsection 16.6.1:

“16.6.1 Permitted Lane Closures of 91 Express Lanes

Add the following paragraph:

TSP is allowed six (6) off peak Lane Closure hours for the SR-91 Express Lanes per month. The closures are subject to approval by RCTC and will fall within the off-peak windows set forth in Section 4.7.3, Table 4-1. Closure restrictions for designated holidays and special days are also included in Section 4.7.3. TSP



shall pay to RCTC Lane Closure Charges for Permitted Lane Closures of SR-91 Express Lanes outside the 6 hours per month as set forth in Exhibit 22 of the Contract.



ATTACHMENT 3-A
SR-91 MAINTENANCE PERFORMANCE BOND

ALREADY PROVIDED IN THE EXECUTED CHANGE ORDER 7B.

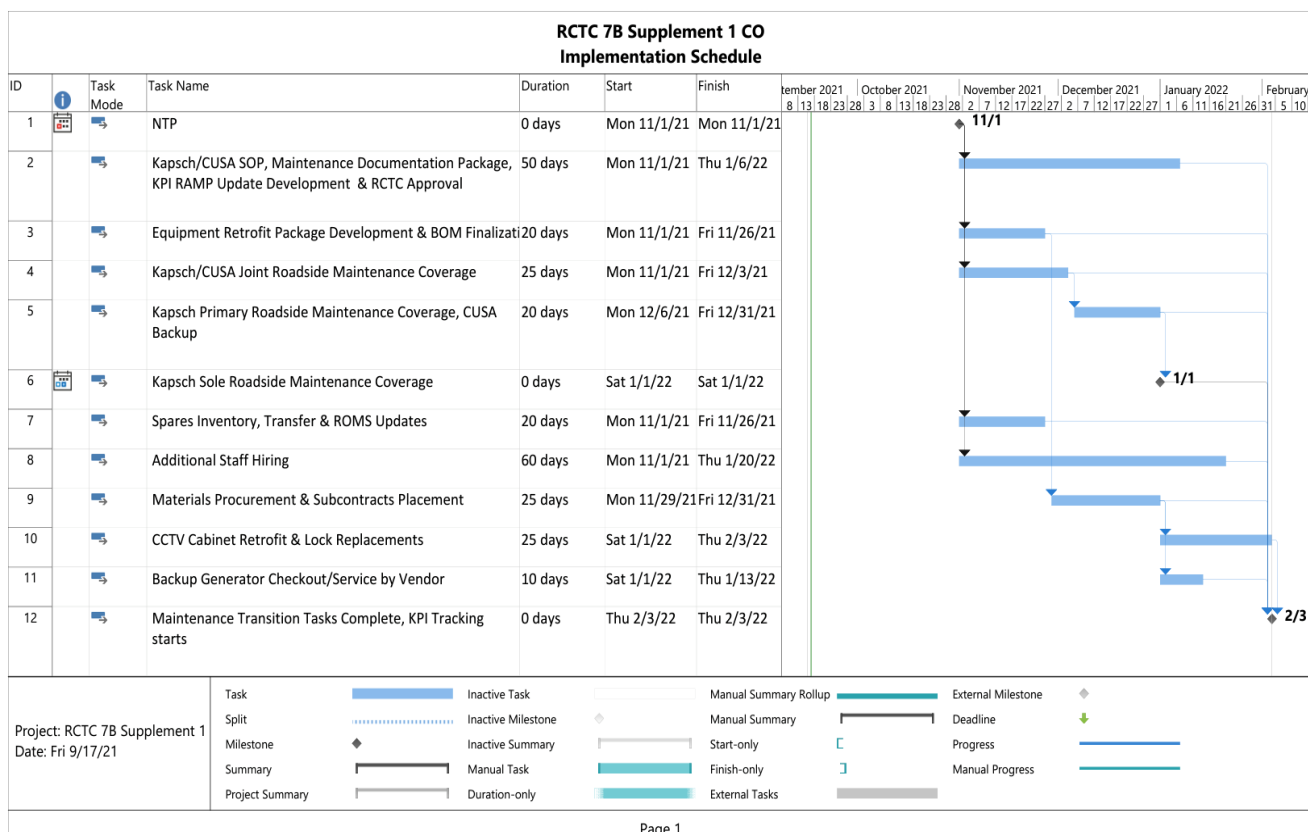


ATTACHMENT 3-B
SR-91 MAINTENANCE PAYMENT BOND

Already provided in the executed change order 7b.

ATTACHMENT 4

EQUIPMENT UPDATE SCHEDULE



ATTACHMENT 5
EQUIPMENT LIST AND KPI PRIORITY

S. No	Equipment	ID number	Direction of travel	MOT required	Priority	Notes
1	CCTV	101	EB		3	
2	CCTV	102	EB		3	
3	CCTV	103	WB		3	
4	CCTV	104	EB		3	
5	CCTV	105	WB		3	
6	CCTV	106	EB		3	
7	CCTV	107	EB		3	
8	CCTV	108	WB		3	
9	CCTV	109	EB		3	
10	CCTV	110	WB		3	
11	CCTV	111	EB		3	
12	CCTV	112	EB		3	
13	CCTV	113	Median	Yes	3	
14	CCTV	114	EB		3	
15	CCTV	115	Median	Yes	3	
16	CCTV	116	Median	Yes	3	
17	CCTV	117	Median	Yes	3	
18	CCTV	118	SB		3	
19	CCTV	119	NB		3	
20	CCTV	120	SB		3	
21	CCTV	121	EB		3	
22	CCTV	122	EB		3	
23	CCTV	123	Median	Yes	1	
24	CCTV	124	Median	Yes	3	
25	CCTV	125	Median	Yes	3	
26	CCTV	126	NB		3	
32	Generator		EB			Generator part of tubs
33	Generator		WB			Generator part of tubs
34	Generator		Tub 3			

AGENDA ITEM 6F

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	November 10, 2021
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Silva Mardrussian, Toll Customer Service Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Amendment to the 91 Express Lanes Operator Agreement

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

This item is for the Commission to:

- 1) Approve Agreement No. 13-31-105-06, Amendment No. 6 to the 91 Express Lanes Operator Agreement No. 13-31-105-00 (commonly referred to as the ORCOA), among the Orange County Transportation Authority (OCTA), the Commission, and Cofiroute USA, LLC (Cofiroute), for up to three one-month optional extension periods for an additional amount of \$500,000, and a total amount not to exceed \$36,507,044; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the amendment on behalf of the Commission.

BACKGROUND INFORMATION:

In May 2013, the Commission approved the ORCOA to facilitate the joint operation of the 91 Express Lanes between the Commission and OCTA using the existing contractor, Cofiroute. The ORCOA expiration date was June 30, 2021.

On September 11, 2019, the Commission approved Amendment 4 to the ORCOA for six one-month optional extensions to allow for the implementation of a new back-office system, if needed. To date, the Commission has exercised five of the one-month options. The ORCOA is set to expire on December 31, 2021, and has no available extension options.

On November 13, 2019, the Commission approved the award of Agreement No. 19-31-059-00 among OCTA, RCTC and Cofiroute USA, LLC. for Back Office System and Customer Service Center Operations for the 91 Express Lanes to replace the existing ORCOA.

OCTA, RCTC and Cofiroute have been working on the design and implementation of the new back-office system since January 2020. Cofiroute provided a schedule with its proposal that indicated it could complete the work by June 30, 2021. On February 16, 2021, Cofiroute requested an extension of the guaranteed completion date due to delays caused by the

COVID-19 pandemic. OCTA and RCTC reviewed the delay claim, according to the available terms in the Agreement, and awarded Cofiroute the requested extension to September 29, 2021.

Cofiroute's current schedule reflects an implementation date of mid-December 2021, which surpasses the contractual completion date. As a part of the transition to the new back-office system, OCTA is required to change the format of its roadside transactions, which OCTA expects to be completed in mid-December. In anticipation that the transition to the new Cofiroute agreement may not occur before the expiration date of the ORCOA on December 31, 2021, both OCTA and the Commission are seeking to amend the agreement to allow for three one-month extension periods to the ORCOA to prevent a lapse in services.

Cofiroute provides all the systems, staffing and services required to operate the 91 Express Lanes except for the in-lane systems. The work provided under this agreement is necessary to manage the customer accounts, provide transponders, process toll transactions, process toll evasion violations, manage the traffic operations center and answer customer calls and inquiries. Without an extension of the ORCOA, the agencies could put the operation of the 91 Express Lanes at risk.

Cofiroute has agreed to continue performing the work described in the agreement for the same monthly rate provided for in the ORCOA. To date, this agreement has \$859,276 available contingency to offset the cost of this amendment. A total of \$500,000 is being requested should the full, three-month extension be authorized. Table 1 below provides the monthly calculation for the maximum amount. Staff determined the amount is fair and reasonable.

Table 1 – Maximum Amount

Month	Monthly Payment
January 2022	\$ 453,092
February 2022	453,092
March 2022	453,092
Total Amendment Amount	1,359,276
Available Contingency	(859,276)
Amendment No. 6 Additional Authorization Amount	\$ 500,000

A summary of the ORCOA and related amendments is as follows:

Table 2 – ORCOA Amendments

Initial Agreement Authorization	\$ 34,097,946
Amendment No. 1 – Approved Nov. 2016	(2,900,947)
Amendment No. 2 – Approved Jan. 2017	-
Amendment No. 3 – Approved Mar. 2017	1,629,194
Amendment No. 4 – Approved Sept. 2019	3,180,851

Amendment No. 5 – OCTA only	-
<i>Amendment No. 6 – Pending Commission Approval</i>	<i>500,000</i>
Total Proposed Agreement Authorization	\$ 36,507,044

To ensure there is no gap in services for the 91 Express Lanes, staff requests approval of Amendment No. 6 to extend the agreement for up to three additional months to allow for a successful transition to the new back-office system for an additional amount of \$500,000, and a total amount not to exceed \$36,507,044. The extended agreement cost is included in the FY 2021/22 budget; therefore, a budget adjustment is not required.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2021/22	Amount:	\$500,000
Source of Funds:	Toll Revenues			Budget Adjustment:	No
GL/Project Accounting No.:	009199 81041 00000 0000 591 31 81002				
Fiscal Procedures Approved:	<i>Theresa Trevino</i>			Date:	10/15/2021

Attachments: Draft Agreement No. 13-31-105-06

<i>Approved by the Western Riverside County Programs and Projects Committee on October 25, 2021</i>					
In Favor:	11	Abstain:	0	No:	0

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AMENDMENT NO. 6
OCTA AGREEMENT NO. C-3-1529
RCTC AGREEMENT NO. 13-31-105-06
AMONG
ORANGE COUNTY TRANSPORTATION AUTHORITY,
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND
COFIROUTE USA, LLC

THIS AMENDMENT NO. 6 TO AGREEMENT is entered into this ____ day of _____, 2021, by and among the Orange County Transportation Authority, a public corporation of the State of California (the “AUTHORITY”); the Riverside County Transportation Commission, a public agency (the “COMMISSION”); and Cofiroute USA, LLC, a Delaware limited liability company (“CONTRACTOR”). The AUTHORITY, the COMMISSION and CONTRACTOR are sometimes individually referred to herein as a “Party” and collectively as the “Parties.” The AUTHORITY and the COMMISSION are sometimes individually referred to herein as an “Agency” and collectively as the “Agencies.”

RECITALS

- A. The Parties have entered into that certain three party operating agreement, OCTA Agreement No. C-3-1529, RCTC Agreement No. 13-31-105-00, dated as of May 24, 2013 (the “Original Agreement”), pursuant to which AUTHORITY and COMMISSION engaged CONTRACTOR to provide management and operational services for the 91 Express Lanes, with the mutual intent of the Agencies of operating said lanes as a single, seamless toll facility from the customer’s perspective, which Original Agreement was amended on five (5) prior occasions. The Original Agreement, as previously amended, is referred to herein as the “Operating Agreement”.
- B. As of June 30, 2021, the Agencies had an option to extend the Operating

1 Agreement on a monthly basis, for a period of up to six (6) months. The final option
2 ends on December 31, 2021 (“Expiration Date”).

3 C. The Parties now desire to amend the Operating Agreement and provide
4 Agencies with the option to extend the Expiration Date for an additional (3) months,
5 based on the terms and conditions set forth herein.

6 NOW THEREFORE, it is mutually understood and agreed by the
7 AUTHORITY, COMMISSION and CONTRACTOR as follows:

8 1) The Agencies shall have the option to extend the Expiration Date for
9 three (3) one (1) month periods (each such monthly extension is referred to
10 individually as the “Extension Period” and the three (3) one (1) month options are
11 collectively referred to as the “Extension Periods”).

12 2) The Agencies may exercise an Extension Period by providing
13 CONTRACTOR at least ten (10) days written notice prior to the end of the Expiration
14 Date for the first Extension Period, and for any subsequent Extension Period, ten (10)
15 days written notice prior to end of an Extension Period.

16 3) The monthly fee payable to CONTRACTOR by COMMISSION for an
17 Extension Period shall be Four Hundred Fifty-Three Thousand, Ninety-Two Dollars
18 (\$453,092). The monthly fee payable to CONTRACTOR by AUTHORITY for an
19 Extension Period shall be Four Hundred Fifty-Three Thousand, Ninety-Two Dollars
20 (\$453,092).

21 4) The monthly fee during the Extension Period(s) includes, without
22 limitation, full and complete payment for (i) performance of all services and
23 obligations set forth in the Operating Agreement and all exhibits attached thereto; (ii)
24 all extended software, license, maintenance and escrow agreements and performance
25 of all services thereunder including, without limitation, all software updates and
26 upgrades and the replacement of hardware based on the historical replacement
27 schedule for such hardware; and (iii) the work detailed in the Operating Agreement
28 Transition Plan, to be developed in accordance with Section I-6 of Exhibit A to the

1 Operating Agreement.

2 5) CONTRACTOR shall be solely responsible for, and shall pay in full
3 when due, all subcontractors, vendors, suppliers and all other costs incurred by or at
4 the direction of CONTRACTOR in the performance of CONTRACTOR's obligations
5 under this Amendment No. 6, unless expressly stated otherwise in the Operating
6 Agreement.

7 6) During the Extension Periods, for CONTRACTOR's full and complete
8 performance of its obligations under this Amendment No. 6, CONTRACTOR shall
9 invoice Agencies and Agencies shall make payment for approved invoices in
10 accordance with the following provisions. On January 1, 2022, and on January 15,
11 2022, and on the first and 15th day of each succeeding Extension Period,
12 CONTRACTOR shall submit separate invoices to the AUTHORITY and the
13 COMMISSION for 50% of the monthly fee for the applicable Extension Period.. Each
14 invoice shall include the amount due to CONTRACTOR pursuant to paragraph 3
15 hereof and shall be in the form set forth in the Operating Agreement. AUTHORITY
16 and COMMISSION shall pay the amount set forth in their respective invoices
17 pursuant to the terms of the Operating Agreement.

18 7) Article 7, Payment, subsection J(7) shall be added to the Operating
19 Agreement to read as follows:

20 J(7)(a) AUTHORITY's maximum cumulative payment obligation,
21 hereunder, for the Extension Periods, for the period commencing on
22 January 1, 2022 through March 31, 2022, shall not exceed the amount of
23 One Million, Three Hundred Fifty-Nine Thousand, Two Hundred
24 Seventy-Six Dollars (\$1,359,276), which shall include all amounts
25 payable to CONTRACTOR for the services contained in Section 4 of this
26 Amendment No. 6 for the Extension Periods.

27 J(7)(b) COMMISSION's maximum cumulative payment obligation,
28 hereunder, for the Extension Periods, for the period commencing on

January 1, 2022 through March 31, 2022, shall not exceed the amount of One Million, Three Hundred Fifty-Nine Thousand, Two Hundred Seventy-Six Dollars (\$1,359,276), which shall include all amounts payable to CONTRACTOR for the services contained in Section 4 of this Amendment No. 6 for the Extension Periods.

8) All notices hereunder and communications regarding the interpretation of the terms of this Amendment, or changes thereto, shall be affected by delivery of said notices in person or by delivering said notices by recognized overnight mail or courier service, with delivery receipt requested or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To CONTRACTOR:	To AUTHORITY:
Cofiroute USA, LLC 200 Spectrum Center Dr., Suite 1650 Irvine, CA 92618 ATTN: Richard A. Arcé, CPM, President and Chief Executive Officer	Orange County Transportation Authority 550 South Main St. P.O. Box 14184 Orange, CA 92863-1584 ATTN: Manager, Contracts and Procurement
	To COMMISSION: Riverside County Transportation Commission 4080 Lemon St., 3 rd Floor P.O. Box 12008 Riverside, CA 92502-2208 ATTN: Anne Mayer, Executive Director

1 Notices shall be deemed received when actually received in the office of the
2 addressee (or by the addressee if personally delivered) or when delivery is refused, as
3 shown on the receipt of the U.S. Postal Service, private carrier or other person making
4 the delivery.

5 9) This instrument may be executed in two or more counterparts, each of
6 which shall be deemed an original, but all of which together shall constitute one and
7 the same instrument.

8 10) A manually signed copy of this Amendment No. 6 which is transmitted
9 by facsimile, email or other means of electronic transmission shall be deemed to have
10 the same legal effect as delivery of an original executed copy of this Amendment No.
11 6 for all purposes. This Amendment No. 6 may be signed using an electronic
12 signature.

13 11) Except as modified and amended herein, the Operating Agreement shall
14 remain unchanged and in full force and effect.

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19 [Signatures on following page]
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SIGNATURE PAGE TO AMENDMENT NO. 6 TO
OCTA AGREEMENT NO. C-3-1529
RCTC AGREEMENT NO. 13-31-105-06
AMONG
ORANGE COUNTY TRANSPORTATION AUTHORITY,
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND COFIROUTE USA, LLC.

RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

ORANGE COUNTY
TRANSPORTATION AUTHORITY

By: _____

By: _____

Its: _____

Its: _____

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

APPROVED AS TO FORM:

By: _____
Counsel to the Riverside County
Transportation Commission

By: _____
General Counsel to Orange County
Transportation Authority

COFIROUTE USA, LLC

By: _____
Richard A. Arcé, CPM
President and Chief Executive Officer,
VINCI Highways Mobility Solution, Inc.

AGENDA ITEM 6G

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	November 10, 2021
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Gary Ratliff, Facilities Administrator Marlin Feenstra, Project Delivery Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Agreement for Landscape Maintenance Services for the Commission-Owned Commuter Rail Stations and Toll Facilities

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Award Agreement No. 22-24-007-00 with Tropical Plaza Nursery Inc. (Tropical) for monthly routine and on-call landscape maintenance services for the Commission-owned commuter rail stations and toll facilities for a five-year term in an amount not to exceed of \$3,759,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to execute task orders awarded to the contractor under the terms of the agreement.

BACKGROUND INFORMATION:

The Commission owns and operates nine commuter rail stations (Riverside-Downtown, Jurupa Valley-Pedley, Riverside-La Sierra, Corona-West, Corona-North Main, Riverside-Hunter Park, Moreno Valley-March Field, Perris-Downtown, and Perris-South). Station landscape maintenance services include routine pruning, weeding, planting, mowing turf, ground cover management, irrigation repair, and other aesthetic activities. Excellent landscape standards and horticultural health practices are achieved by the Commission's continual dedication and support of landscape maintenance services.

As an established toll operator for the RCTC 91 Express Lanes and the 15 Express Lanes, the Commission owns three toll facilities, consisting of a storage and maintenance building and two adjacent office buildings for toll business operations. Of these, the storage and maintenance building at 120 North Joy Street in Corona requires routine landscape maintenance services and irrigation repair.

Since 2016, staff has used state grant funds whenever possible to upgrade aging irrigation systems and landscape infrastructure. The integration of drought tolerant native plantings and efficient irrigation systems have reduced water usage and maintenance costs. Station landscape beautification, maintenance and water conservation improvement efforts reflect the Commission's commitment to the patrons, environment, and sustainability practices.

In December 2016, the Commission awarded an agreement to Tropical for monthly routine and on-call landscape maintenance services for a seven-year term. With the implementation of new landscape infrastructure over the past five years which staff anticipates will lower maintenance costs, staff pursued a new Request for Proposal (RFP) rather than a contract extension.

Procurement Process

Staff determined the weighted factor method of source selection to be the most appropriate for this procurement, as it allows the Commission to identify the most advantageous proposal with price and other factors considered. Non-price factors include elements such as qualifications of firm and personnel and understanding and approach for landscape maintenance services as set forth under the terms of RFP No. 22-24-007-00.

RFP No. 22-24-007-00 for landscape maintenance services was released by staff on August 12, 2021. The RFP was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Utilizing PlanetBids, emails were sent to 77 firms, 20 of which are located in Riverside County. Through the PlanetBids site, 20 firms downloaded the RFP, and 2 of these firms are located in Riverside County. Staff responded to all questions submitted by potential proposers prior to the August 26, 2021 clarification deadline date. Two firms – Mariposa Landscapes Inc. (Irwindale), and Tropical (Villa Park) – submitted responsive proposals prior to the 2:00 p.m. submittal deadline on September 23, 2021. Utilizing the evaluation criteria set forth in the RFP, all firms were evaluated and scored by an evaluation committee comprised of Commission and Bechtel staff.

As a result of the evaluation committee's assessment of the written proposals, the evaluation committee recommends contract award to Tropical to provide monthly routine and on-call landscape maintenance services for a five-year term, as this firm earned the highest total evaluation score.

Below is a summary of the total price for the proposed monthly routine maintenance bids submitted with the written proposals, and the total evaluation score rankings following the final evaluation:

Firm	Price	Overall Ranking
Tropical Plaza Nursery Inc.	\$2,641,792	1
Mariposa Landscapes Inc.	\$2,608,348	2

Although Tropical's pricing for the routine maintenance services is slightly higher, Tropical provided a superior approach and understanding to address the aesthetic and horticultural health of the Commission's landscape investment and demonstrated greater relevant experience. As a result of readvertising for these services, the Commission will save 15 percent per month for routine landscape services compared to the current monthly rate. The routine maintenance services for the toll facility and all nine stations will be funded by toll revenues and Measure A, respectively. Coronavirus Aid, Relief, and Economic Security (CARES) Act and Federal Emergency Management Agency (FEMA) funds will be applied when available.

In addition to the routine monthly maintenance, the bid also includes hourly rates for on-call landscape maintenance services. The recommended agreement authorization includes \$1,117,208 for on-call landscape maintenance services. This will provide about \$223,000 annually for landscape rehabilitation and efficiency projects (drought tolerant plantings and material, irrigation systems to reduce water usage, and other landscape improvements) following the Commission's FY 2021 Short Range Transit Plan Five-Year Station Improvement Plan and funded by available state and federal grants. Task orders will be issued for these projects on an as-needed basis and per the contracted rates provided in the proposal. This on-call task order portion of the agreement does not guarantee work to the contractor.

The Commission's model on-call professional services agreement will be entered into with the contractor, pursuant to legal counsel review. Staff oversight of the contract and task orders will maximize the effectiveness of the contractor and minimize costs to the Commission. Staff recommends authorization for the Chair or Executive Director to finalize and execute the agreement on behalf of the Commission and for the Executive Director, or designee, to execute task orders awarded to the contractor under the terms of the agreement.

Financial Information						
In Fiscal Year Budget:	Yes N/A	Year:	FY 2021/22 FY 2022/23+	Amount:	\$444,000 \$3,315,000	
Source of Funds:	2009 Measure A Western County Rail, Toll Revenues, State of Good Repair, Federal Transit Administration Section 5307 grant, CARES Act, and FEMA funds			Budget Adjustment:		No N/A

GL/Project Accounting No.:	244001-73312-00000-0000 265-24-73301 244002-73312-00000-0000 265-24-73301 244003-73312-00000-0000 265-24-73301 244004-73312-00000-0000 265-24-73301 244006-73312-00000-0000 265-24-73301 244010-73312-00000-0000 265-24-73301 244020-73312-00000-0000 265-24-73301 244021-73312-00000-0000 265-24-73301 244022-73312-00000-0000 265-24-73301 244024-73312-00000-0000 265-24-73301 004011-90701-0XXXX-4XXX 265-33-90501 001599-73312-00000-0000 515-31-73301 009199-73312-00000-0000 591-31-73301	
Fiscal Procedures Approved:	<i>Theresa Iuvino</i>	Date: 10/15/2021

Attachment: Draft Agreement No. 22-24-007-00 with Tropical Plaza Nursery, Inc.

<p><i>Approved by the Western Riverside County Programs and Projects Committee on October 25, 2021</i></p>				
In Favor:	11	Abstain:	0	No: 0

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
ROUTINE AND ON-CALL
LANDSCAPE MAINTENANCE SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, _____ by and between the Riverside County Transportation Commission (“Commission”) and Tropical Plaza Nursery, Inc., a Corporation, with its principal place of business at 9642 Santiago Blvd., Villa Park, CA 92861 (“Contractor”). Commission and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Commission is the Transportation Commission for the County of Riverside and organized under the laws of the State of California with the power to contract for services necessary to achieve its purpose.

2.2 Commission owns and operates nine (9) commuter rail stations, one transit center, and one toll facility serving Riverside County, the addresses and descriptions of which are set forth in Exhibit “A”, attached hereto and incorporated herein by reference (“Commuter Rail Stations and Toll Facility”).

2.3 On or about August 12, 2021, Commission issued a Request for Proposals No. 22-24-007-00 (“RFP”), pursuant to which Commission sought proposals from contractors to provide routine and on-call landscape maintenance services for the Commuter Rail Stations and Toll Facility.

2.4 Contractor desires to perform and assume responsibility for the provision of certain routine and on-call landscape maintenance services required by Commission on the terms and conditions set forth in this Agreement and, for the on-call portions of the services, in the task order(s) to be issued pursuant to this Agreement and executed by the Commission and Contractor (“Task Order”).

2.5 The work generally includes the complete landscape maintenance of the Commuter Rail Stations and Toll Facility including, but not limited to, controlling plant, disease and pests, irrigation material, maintaining and repairing irrigation systems, removing trash and debris, and other maintenance required to maintain the Commuter Rail Stations and Toll Facility in a safe attractive and useable condition. Contractor represents that it is a professional Contractor, experienced in providing routine and on-call landscape maintenance services to public clients, and is familiar with the plans of Commission.

2.6 Commission desires to engage Contractor to render routine and on-call landscape maintenance services for the Commuter Rail Stations and Toll Facility. Routine landscape maintenance services shall be as set forth in Exhibit "A", attached hereto and incorporated herein by reference. On-call landscape maintenance services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein. The routine services set forth in Exhibit "A" and each individual project ordered under a Task Order shall be referred to, herein, collectively, as the "Project".

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work, as necessary, to fully and adequately provide the routine landscape maintenance services for the Commuter Rail Stations and Toll Facility as set forth in Exhibit "A" and any on-call landscape maintenance services for the Commuter Rail Stations and Toll Facility required by Commission, as shall be set forth in a Task Order, collectively referred to herein as the "Services". On-call Services shall be more particularly described in the individual Task Orders issued by the Commission's Executive Director or designee. No on-call Services shall be performed unless authorized by a fully executed Task Order. All Services shall be subject to, and performed in accordance with this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from January 1, 2022 to December 31, 2026, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

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

3.2.2 Schedule of Services. Contractor shall perform the routine landscape maintenance Services expeditiously, within the term of this Agreement, and in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor shall perform any on-call Services in accordance with the schedule that shall be set forth in the Task Order (collectively, "Schedule of Services"). **Contractor shall be required to commence work on a Task Order within five (5) days of receiving a fully executed Task Order.** Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with each Schedule, the Commission shall respond to Contractor's submittals in a timely manner. Upon the Commission's request, Contractor shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services.

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

3.2.4 Commission's Representative. The Commission hereby designates the Executive Director or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's Representative shall have the power to act on behalf of the Commission for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the Commission's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Leslie T. Fields, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined

by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the Commission will suffer damage.

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

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Commission, Contractor shall be solely responsible for all costs arising therefrom. Commission is a public entity of the State of California subject to, among other rules and regulations, the Public Utilities Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a county transportation commissions are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold Commission, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor.

Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the Commission or its representatives for inspection and copy at any time during normal business hours. The Commission shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

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

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

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

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by

the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify Commission against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the Commission's rules regarding discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

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

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

3.2.11 Insurance.

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

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

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

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

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

(A) General Liability.

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

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

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

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

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

(C) Workers' Compensation and Employers Liability Coverage.

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

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

(D) All Coverages.

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

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified

minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

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

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

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

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

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

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

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

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

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

3.2.11.6 Verification of Coverage. Contractor shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.7 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors or subcontractors 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 subcontractors shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Contractor, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subcontractors.

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

apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

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

3.3 Fees and Payments; Labor Code Requirements.

3.3.1 Compensation. Contractor 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 to be provided under this Agreement, including all Task Orders issued pursuant to this Agreement shall not exceed Three Million Seven Hundred Fifty-Nine Thousand Dollars (\$3,759,000). The total compensation per Task Order shall be set forth in the relevant Task Order, and shall not exceed said amount without the written approval of the Commissioner's Executive Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws.

Commission shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Commission, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Payroll Records. In accordance with the requirements of California Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with California Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours.

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

3.3.8 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, Contractor 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 Contractor or any sub-contractor for the employment and training of apprentices. Upon issuance of this certificate, Contractor and any sub-contractor 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 Contractor.

3.3.9 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less

than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Contractor or the Services are not subject to the Eight-Hour Law. Contractor shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-contractor under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Contractor or the Services are not subject to the Eight-Hour Law.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. Commission may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to Commission, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

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

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

3.5 General Provisions.

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

CONSULTANT:
Tropical Plaza Nursery, Inc.
9642 Santiago Blvd
Villa Park, CA 92861

Attn: Leslie T. Fields

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

Attn: Executive Director

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

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Commission, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, contractors or agents in connection with the performance of the Services, the Project, this Agreement or any Task Order, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of Commission's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against Commission or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse Commission for the cost of any settlement paid by Commission or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Commission's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse Commission and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Commission, its officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Commission. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Commission.

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

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

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

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

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

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration

contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the Commission's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

3.5.18 Federal Provisions. Funding for the Services is provided, in whole or in part, by the Federal Transportation Administration ("FTA"). Contractor shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR ROUTINE AND ON-CALL LANDSCAPE MAINTENANCE
SERVICES AGREEMENT
BETWEEN THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND TROPICAL PLAZA NURSERY, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first set forth above.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

CONTRACTOR

Anne Mayer
Executive Director

Signature

Name

Title

Approved as to form:

ATTEST:

Best Best & Krieger LLP

Signature

General Counsel

Name

Title

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

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

EXHIBIT “A”
SCOPE OF SERVICES

DRAFT

SCOPE OF SERVICES



I. BACKGROUND

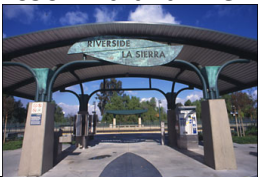


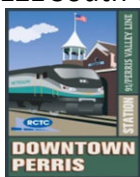
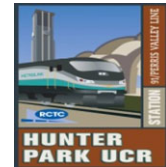
A. Introduction

The Contractor shall provide at his own risk and cost all labor, materials, tools, equipment, transportation, hauling, dumping, fertilizers, insecticides, chemicals and incidentals necessary to perform landscape maintenance work as directed herein.

The Contractor shall provide complete landscape maintenance to the below listed Commission owned properties. The landscape maintenance work shall also include controlling plant, weed abatement, disease and pests, irrigation material, maintaining and repairing irrigation systems; removing trash and debris; and other maintenance required to maintain the work sites in a safe attractive and useable condition. The Contractor shall maintain all plant material in a safe, attractive and useable condition.

B. Locations

<i>Location</i>	<i>In Service Date</i>	<i>Size</i>
Riverside Downtown 4066 Vine Street, Riverside 	June 1993	26.5 acres
Pedley/Jurupa Valley 6001 Pedley Road, Jurupa Valley 	June 1993	4.5 acres

<i>Location</i>	<i>In Service Date</i>	<i>Size</i>
La Sierra 10901 Indiana Avenue, Riverside 	October 1995	24.69 acres
West Corona 155 South Auto Center Drive, Corona 	October 1995	5.49 acres
North Main Corona 250 East Blaine Street, Corona 	November 2002	6.72 acres
Perris-Downtown 121 South C Street, Perris 	June 2016 (bus transit center opened 2010)	5.5 acres
Riverside-Hunter Park/UCR 1101 Marlborough Avenue, Riverside 	June 2016	9.35 acres

<i>Location</i>	<i>In Service Date</i>	<i>Size</i>
Moreno Valley/March Field 14160 Meridian Parkway, Riverside 	June 2016	14.47 acres
Perris-South 1304 Case Road, Perris 	June 2016	40.57 acres
Riverside Downtown Operations Control Center 4344 Vine Street, Riverside 	April 2016	3,000 square feet
La Sierra 1091B Indiana Avenue, Riverside 	February 2018	5 acres
Facility and Maintenance FAM 120 N Joy, Corona, CA 92879 		1 acre

C. General Description of Work

The maintenance shall include, but not be limited to, the following:

- Pruning shrubbery;
- Mowing and trimming;
- Shaping and training of trees;
- Tree pruning;
- Shrubs and ground cover - Maintenance and Replacement of dead/dying plants;
- Removing and controlling weeds;
- Controlling plant diseases and pests;
- Irrigation materials;
- Maintaining and repairing irrigation systems;
- Removing trash and debris from planter areas and parking lot;
- Placement and maintenance of Mulch and weed barrier;
- Rodent Control;
- Miscellaneous light construction in landscaping areas (sawcuts, concrete, removal and/or installation of signage/fencing/railings);
- Other maintenance required to maintain the work sites in a safe, attractive and useable condition;
- Trash and debris disposal/hauling away.

The Contractor shall maintain all plant material in good condition within accepted horticultural standards for growth, color, and appearance. A detail description of the maintenance required is included in the following pages.

II. SCHEDULING OF WORK

- A. The Contractor shall accomplish all routine landscape maintenance required under this Agreement between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday. The Facilities Administrator may grant, on an individual basis, permission to perform maintenance at other hours. No maintenance functions that generate excess noise, which would cause annoyance to residents of any area, shall be commenced before 8:00 a.m. The Contractor shall establish a schedule of routine work to be followed in the performance of this Agreement. A copy of this schedule shall be provided to and approved by the Commission prior to the performance of any work required by these specifications, and any changes in scheduling shall be reported in writing, to the Facilities Administrator.
- B. The Contractor shall conduct the work at all times in a manner so as not to interfere with pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets. In addition, a special notification listing exact starting dates for renovation, pruning and other infrequent operations shall be furnished to the Facilities Administrator at least five (5) working days in advance of performing these activities.

- C. Contractor shall notify the onsite station security when they arrive at the site to start work and when they finish work.
- D. Contractor's Maintenance Supervisor shall meet once a month with the Facilities Administrator or his/her designated representative to discuss the maintenance activities, contract status, condition of the Stations, reoccurring maintenance problems, problem areas, recommendations to minimize maintenance activities, recommendations to reduce water usage, project costs, and schedule.
- E. The Contractor shall provide, on an annual basis, a written schedule detailing the fertilization periods and dates as required by the routine maintenance for ground cover, shrub and tree care. Routine Maintenance Sections A, B, and C of this Scope.

III. WORK FORCE

- A. The Contractor is expected to improve upon the appearance of the landscaped areas.
- B. The Contractor shall insure that all work is supervised by Contractor employed supervisory personnel who are technically qualified and possess management skills. The supervisory personnel must be able to communicate clearly with the Facilities Administrator and field staff. The supervisory personnel, who are listed by the Contractor to accompany the field crews on a regular basis, are expected to perform the necessary management duties along with various landscape maintenance activities.
- C. The Contractor shall identify an irrigation specialist who will be responsible for identifying and making the necessary irrigation repairs. The individual proposed shall be listed by their Prevailing Wage Rate Labor Classification.
- D. The Contractor shall insure that all work is performed by fully qualified, experienced personnel, directly employed by the Contractor.
- E. The Contractor shall be responsible for the skills, methods, appearance and action of Contractor's uniformed employees and for all work done. The Contractor's employees shall be U.S. Citizens or legal residents.
- F. The Contractor shall perform the work provided for in this Agreement under the direction of the Facilities Administrator or his/her designated representative. The Facilities Administrator or his/her representative may make inspections at any time and may request that the Contractor perform additional work or services to bring Contractor's performance to the level required by the Agreement.

- G. The Contractor shall correct discrepancies and deficiencies in the work as soon as practical after being notified by the Facilities Administrator, and in accordance with the terms and requirements of the Agreement.
- H. Two (2) three-member mow crews.
- I. One (1) full time qualified irrigation specialist that can alternatively function as a mow crew member.

IV. MATERIALS

- A. The Contractor shall submit a list to the Facilities Administrator of all materials that the Contractor proposes to use in the execution of the Services including a Safety Data Sheet (SDS). The list shall include the chemical analysis, recommended usage and any other pertinent data by the manufacturer of the material. The Facilities Administrator before use of any product shall approve such list. Contractor shall provide records of all chemical applications and active ingredients used at all locations.
- B. The following shall apply to the material indicated:
 - 1. Fertilizers shall be complete, furnishing the required percentage of nitrogen, phosphoric acid and potash to keep lawns, trees, shrubs and other plants in a healthy and vigorous growing condition.
 - 2. Insecticides, fungicides, herbicides and rodenticides shall be of the best quality obtainable, properly labeled with guaranteed analysis, and brought to the job site in the manufacture's original container. Contractor shall comply and follow all label instructions of each chemical.
 - 3. Tree stakes, tree ties and guy wires shall be of materials matching those existing in the work site or as specified by the Facilities Administrator.
 - 4. Replacement trees, shrubs, ground cover and other plants shall be of a size, condition and variety specified by the Facilities Administrator.
 - 5. Prior to planting the Facilities Administrator shall review and approve replacement plant materials.

V. ROUTINE MAINTENANCE

All routine maintenance shall be performed to the satisfaction of the Facilities Administrator. Routine maintenance shall include but not be limited to the following services.

A. GROUND COVER CARE

1. Edging and detailing

- a. Ground cover beds shall be maintained within their intended bounds, and edged or detailed every two (2) weeks.
- b. Ground cover shall not be permitted to encroach into lawns, shrubs, adjacent desirable bare areas, wall fixtures, furniture, etc. All sites shall be cleaned following each edging/detailing, including streets (when applicable).

2. Fertilization

All ground cover beds shall be fertilized using a complete or approved fertilizer (such as, 16-6-8 Turf Supreme) four (4) times per year. The rate of application shall be two (2) pounds of actual nitrogen per 1,000 square feet. The Facilities Administrator may request proof of application in the form of empty fertilizer bags at any time.

3. Renovation

All ground cover beds shall be thinned and pruned for the health of the planting and the appearance of the site, and at such other times when directed by the Facilities Administrator.

4. Cultivation or Mulch

All bare soil or open areas shall be covered by a minimum of two (2) inches of mulch. Areas around plants shall be cultivated every two (2) weeks.

5. Replanting

The Contractor shall be responsible for the complete removal and replacement of ground cover, at Contractor's own expense, for any ground cover requiring replacement through normal attrition or due to infestation or to negligence resulting from Contractor's failure to provide maintenance in accordance with the provisions of this agreement.

6. Watering

All ground cover shall be properly irrigated to maintain a healthy condition as determined by Facilities Administrator.

B. SHRUB CARE

All shrubs growing in the work areas shall be pruned as required, to maintain plants in a healthy growing condition and to maintain plant growth within reasonable bounds to prevent encroachment of passageways, walks, streets, view of signs or in any manner deemed objectionable by the Facilities Administrator. Dead or damaged limbs or branches shall be made clean with sharp pruning tools with no projections or stubs remaining. Pruning shall be done in a manner to permit plants to grow naturally in accordance with their normal growth characteristics except box hedging may be required on some shrubs, as designated by the Facilities Administrator. Shear hedging or severe pruning of plants, unless authorized by the Facilities Administrator, shall not be permitted. Should the Contractor shear hedge or severely prune plants and disfigure or damage the plants, the Contractor shall be responsible to replace those plants with like kind and size as determined by the Facilities Administrator.

1. Fertilization

All shrubs shall be fertilized using a complete or approved fertilizer (such as, 16, 6, and 8) four (4) times per year. The rate of application shall be two (2) pounds of actual nitrogen per 1,000 square feet.

2. Watering

All shrubs shall be properly irrigated to maintain a healthy condition.

3. Replanting

The Contractor shall be responsible for the complete removal and replacement of shrubs, at Contractor's own expense, for any shrubs requiring replacement through normal attrition or due to infestation or to negligence resulting from Contractor's failure to provide maintenance in accordance with the provisions of this agreement.

C. TREE CARE

All trees located on the station grounds are included in routine maintenance and are part of this Agreement.

1. Pruning

- a. All trees within the scope of work shall be maintained to keep the natural integrity and shapes of the trees. This work shall be accomplished in a manner, which will ensure that each individual tree is pruned.

- b. Regarding Rail Stations all trees should be pruned clear of the Rail right-of-way.
- c. The Contractor shall remove or prevent encroachment where it blocks vision, CCTV camera view or is considered undesirable by the Facilities Administrator. Low branches overhanging sidewalks, driveway lanes and parking areas shall be removed to a height of nine (9) feet above grade. Young trees needing pruning, training, and shaping to develop caliper and a strong structural framework shall allow low branching laterals and or appropriate sucker growth to remain on a continuing basis as needed according to the Facilities Administrator.
- d. Provide palm tree trimming in rail stations on an annual basis.

2. Staking, Tying and Guying

All trees requiring staking shall be securely staked at all times with approved stakes and rubber cinch ties. Rubber hoses and wire will not be permitted. All stakes shall be set perpendicular to prevailing winds unless designated otherwise by the Facilities Administrator. Tree stakes shall also be set a consistent distance away from the trunk of the tree (minimum six (6) inches) to reduce abrasion and cell elongation. The tops of all tree stakes shall be removed approximately three (3) inches above the highest tie to reduce abrasion of main or lateral branches of the tree.

3. Fertilization

All trees shall be fertilized using a complete or approved fertilizer a minimum of one (1) time per year.

4. Watering

All trees shall be properly irrigated to maintain a healthy condition as determined by the Facilities Administrator.

5. Safety Hazard

The Contractor shall bring to the attention of the Facilities Administrator within twenty-four (24) hours any tree displaying, root heaving or girdling (either by roots or a foreign material), leaning, broken or hanging limbs, or any other reason posing a potential safety hazard.

6. Replanting

The Contractor shall be responsible for the complete removal and replacement of any and all trees as necessary, as determined by the Facilities Administrator, including but not limited to, girdling trees with string trimmers or tree ties, improper planting of new trees, improper pruning techniques which disfigure or destroy the trees' natural integrity and shape, or failure to detect and prevent treatable diseases and insect infestations. Replacement shall be made by the Contractor in the kind and size of trees determined by the Facilities Administrator.

D. WEEDS, DISEASE AND PEST CONTROL

1. Weed Control

All areas, including landscaped and hardscape, within the specified scope of work (including, but not limited to, shrub and ground cover, planters, tree wells, ornamental bark or rock areas, asphalt or concrete areas) shall be kept free of weeds at all times. The complete removal of all weed growth shall be accomplished on a continuing basis. Weeds shall be controlled by hand, weed barrier, and approved chemical methods. Weeds shall be hauled away.

2. Disease and Pest Control

- a. The Contractor shall regularly inspect all landscaped areas for presence of disease, insect or rodent infestation. The Contractor shall advise the Facilities Administrator within four (4) days after detection of disease, insect or rodent infestation, and the action to be taken. Upon approval of the Facilities Administrator, the Contractor shall implement approved control measures, following all federal, state, county, and municipal laws, regulations and ordinances required for the approved work.
- b. Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of the Facilities Administrator. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of the Contractor.

E. GENERAL MAINTENANCE AND CLEAN-UP

1. The Contractor shall collect all clippings, trimmings, cuttings, rubbish and debris at all work sites and dispose of same in a lawful manner at the Contractor's expense.
2. All trash and debris shall be removed from all work sites as work is being performed.

3. The Contractor shall rake, hand remove, or vacuum leaves that are not absorbed by planting. This shall be done as often as required to maintain a neat appearance, or prevent plants from being smothered by seasonal leaf drop.
4. After heavy windstorms, the entire area shall be cleaned of litter, fallen branches, etc., which are in excess of normal amounts.
5. The Contractor shall keep sidewalks and paved areas in the medians swept and cleaned of any dirt or soil that might be washed from adjacent slopes or planted areas.
6. The Contractor shall provide limited construction services necessary to fully perform necessary landscape related work (sawcuts, concrete, signage, railings, etc.)
7. The Contractor shall provide limited design oversight and consultation services as needed and subject to assent by the contractor.
8. The Contractor shall update all as-built drawing and electronic files at least annually to reflect all new and relocated landscape-related facilities.
9. The Contractor shall remove all leaves that have fallen and or accumulated in the parking lot curb corners and in the parking lot drain inlets.

F. OTHER REQUIREMENTS

1. Replacement of Plant Material
 - a. The Contractor shall notify the Facilities Administrator within five (5) business days of the loss of plant material due to any cause.
 - b. The Contractor shall remove shrub or ground cover, which is damaged or lost due to any cause at no cost.
 - c. The Contractor shall replace, at Contractor's own expense, any ground cover, trees, shrubs, or other plant material requiring replacement through normal attrition or due to infestation or to negligence resulting from Contractor's failure to provide maintenance in accordance with the provisions of this agreement. The size and species of replacement shrubs or ground cover plants shall be consistent with the original landscape plan. The Facilities Administrator shall approve any exceptions.
 - d. It is the intention of the Facilities Administrator to require a high level of quality in landscape maintenance compatible with standard practice.

- e. In order to ensure maximum healthy growth and overall aesthetic appearance of planting in the work area, it may be desirable to replace certain plants. The Facilities Administrator shall determine the necessity or desirability of such plant replacement.

2. Inspection

The Facilities Administrator or his or her designee shall inspect the work area to ensure adequacy of maintenance and that methods of performing the work are in compliance with the contract. However, this shall not be construed to relieve the Contractor of the duty to provide continuous inspection of the work area. The Contractor shall correct discrepancies and deficiencies in the work immediately as determined by the Facilities Administrator.

Contractor shall work with the Facilities Administrator to develop an Inspection Checklist that will be used by the Facilities Administrator to document conformance or non-conformance of the Contractor's work. This checklist will be provided to the Contractor to identify areas requiring corrective action.

3. Emergency Service

Twenty-four (24) hours per day, seven (7) days per week, the Contractor shall be able to receive and respond to the Facilities Administrator or his or her designee's call for emergency service. Response time shall be less than two (2) hours to remove or eliminate a public safety hazard. Contractor shall provide the Facilities Administrator with a local telephone number where Contractor can be contacted twenty-four (24) hours per day, seven (7) days per week.

4. New maintenance Areas

Additional routine maintenance may be required as set forth in the contract. Payment for add-on maintenance shall be based on the square footage of added area.

G. IRRIGATION SYSTEM MAINTENANCE

1. General Responsibilities

- a. Irrigation shall be done by the use of automatic sprinkler systems where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site.
- b. Newly planted-trees, shrubs, and ground cover shall receive special attention until these plants are established. Adequate water shall be applied to

promote normal healthy growth. Proper berms or basins shall be maintained during the establishment period.

- c. Any damages to public or private property resulting from excessive irrigation water or irrigation water runoff shall be charged against the Contractor's payment unless immediate repairs are made by the Contractor to the satisfaction of the Facilities Administrator.
- d. The Contractor shall make whatever adjustments necessary to prevent excessive overspray/runoff into street right-of-ways or other areas not intended to receive irrigation. If overspray/runoff cannot be controlled by adjustments to the sprinklers, the contractor shall notify the Facilities Administrator and recommend a replacement sprinkler which will reduce or eliminate the overspray/runoff. The Contractor shall replace the sprinkler at the direction of the Facilities Administrator.

2. Operation of Automatic Irrigation Controllers

Where the operation of automatic irrigation controllers is required, the Contractor shall:

- a. Not duplicate any code key furnished for access and operation of the controller.
- b. Surrender all keys at the end of the Contract period, or at any time deemed necessary by the Facilities Administrator.
- c. Protect the security of the property by keeping controller cabinet and building doors locked at all times.
- d. Not use premises behind locked areas for storage of materials, supplies or tools, except as approved by the Facilities Administrator.
- e. Program normal irrigation between the hours of 10:00 p.m. and 4:00 a.m.

3. Water Conservation

The Contractor shall turn off the irrigation system, if applicable, during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices. When the Facilities Administrator acknowledges the necessity to turn on the water once again, all controllers shall be activated within twenty-four (24) hours. Contractor shall perform all services in a manner which

conserves the use of water whenever possible to the extent that such conservation does not interfere with the Contractor's maintenance obligations.

4. Inspection and Reporting

- a. The Contractor shall physically inspect (by manual or semi-automatically running the Controller) the operation of all systems on a weekly basis. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and make whatever adjustments necessary to prevent excessive overspray/runoff into street right-of-ways or other areas not intended to receive irrigation overspray/runoff.
- b. A visual inspection of all irrigated areas shall occur, more often, but not less than one (1) time per week. All areas receiving marginal coverage shall be irrigated by a portable irrigation method. The Contractor shall furnish all hoses, nozzles, sprinklers, etc., necessary to accomplish this supplementary irrigation. Care shall be exercised to prevent a waste of water, erosion, and/or detrimental seepage into existing underground improvements or structures.
- c. Contractor shall clean and re-set any spray nozzles that have an erratic spray. Any dirt/silt and debris shall be removed, cleaned & reset.
- d. Any damage to irrigation system components listed below, resulting from vandalism, vehicle damage, tree roots or old age shall be repaired or replaced as part of irrigation system maintenance. The replacement irrigation components shall be new and have the greatest durability and life span available. If the Contractor is aware of a newer technology, which would result in a benefit to the project i.e. longer life, increased durability, less overspray, better coverage, reduced water usage, reduced maintenance, then it should be proposed to the Facilities Administrator for review and approval prior to installation:
 - Irrigation System Components
 - Sprinklers – all types, pop up, bubbler, impacts etc.
 - Sprinkler components
 - Riser Pipes – all components i.e. Elbows, Tees, Reducers, Marlex, Slip Fix, Nipples, Couplers, adapters, etc.
 - Lateral Lines
 - Control wires
 - Valve Boxes
 - Hose bibs / quick connects
 - Controller/Clocks/Timers
 - Backflow preventer
 - Valves

- e. Contractor shall provide annual testing and certification for all backflow preventers.

H. SAFETY

1. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property.
2. Contractor shall submit to RCTC their company Safety Plan prior to work.
3. Contractor shall ensure that their employee are provided with and utilize the proper Personal Protective Equipment (PPE) while performing the work.
4. Contractor shall designate at least one (1) Safety Representative acceptable to RCTC, provided that acceptance may be withdrawn at any time, who shall be responsible for ensuring that the Work is performed in accordance with the requirements set forth in the Contract, the Contractor's Safety Plan, and all applicable laws and regulations.
5. Contractor shall have at least one individual on site who is First Aid and CPR trained. The individual shall be identified and the contractor will provide copies of their safety training certifications.
6. The Contractor shall post and ensure all employees are aware of the name, location, phone numbers of local doctors, hospitals, ambulance services, and emergency services that they contact in the event of an on-site emergency.
7. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.
8. In carrying out its Work, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be perform.

I. STORM WATER POLLUTION PREVENTATION PROGRAM (SWPPP)

1. Contractor shall ensure that all employees are trained and are aware of the following Site Specific Storm Water Pollution Prevention Requirements:
 - a. No discharge of fertilizers, pesticide, and wastes into street or storm drains;
 - b. No blowing or sweeping debris into street or storm drains;
 - c. No hosing down of the parking lot;
 - d. No vehicle washing or maintenance on site;
 - e. Close dumpster lids at all time;

- f. No disposing of wash water into street or storm drains;
 - g. Remove all foreign objects (leaves, cans, cigarette butts, paper etc.) from in front of drainage inlets and gutter areas;
 - h. Properly dispose all chemical container per label of said chemical used.
2. The Contractor must provide annual refresher training at its own cost on the Site Specific Storm Water Pollution Prevention Requirements.
 3. The Contractor shall document the training on a Site Specific Storm Water Pollution Prevention Training Log and provide it annually to RCTC.

J. CHEMICALS TO BE USED

1. Contractor shall provide a list of all chemicals that are proposed to be used on the project for review and approval, prior to use of the chemicals.
2. Contractor shall provide Safety Data Sheets (SDS)/Label for all chemicals that are to be used on the project.
3. Contractor shall ensure the field crews carry copies of the SDS/Label for all chemicals they have while on-site.
4. Contractor is encouraged to use Bio-degradable or environmentally friendly chemicals.
5. Contractor shall ensure that all employees are properly trained in the use and handling of the approved cleaning products/chemicals.
6. Contractor shall ensure that all employees utilize the proper Personal Protective Equipment (PPE) as specified by the chemical or the Contractor's safety plan, whichever is most stringent.
7. Contract shall follow all label requirements/instructions per chemical.
8. Contractor shall have a qualified person on staff with a Qualified Applicator Certificate (QAC) in category Q or B applying any chemical.
9. Contractor shall follow all California Department of Pesticide Regulations and possess a maintenance gardener pest control business license.

OTHER IRRIGATION REPAIRS - Task Order Based Work

Any damage to irrigation system components listed below, resulting from vandalism, vehicle damage, tree roots or old age shall be brought to the attention of the Facilities Administrator for disposition. Repair or replacement of these

items will be based on the unit and labor costs consistent with this Agreement and as approved through the issuance of a Task Order:

Irrigation System Components shall include:

- Main Line
- Backflow Preventer
- Valves
- Irrigation Controllers – Timers/Clocks
- Irrigation Controller Cabinet
- Electrical Power connection to Controller Cabinet

K. NEW LANDSCAPING-Task Order Based Work

1. Contractor shall replace existing landscaping with drought resistant vegetation and features upon direction from RCTC.
2. Contractor shall implement all modified landscaping plans upon direction from RCTC.
3. Contractor shall install modified irrigation systems upon direction from RCTC.
4. Contractor shall be able to modify planting areas and provide hardscape or safe pedestrian access with sidewalks upon direction from RCTC.

End of Statement of Services

EXHIBIT “B”
SCHEDULE OF SERVICES

DRAFT



Yearly Maintenance Calendar

West Corona

West Corona 155 Auto Center Drive Corona CA 92880	DAY OF SERVICE	TIME	CREW
	Monday	6:30 - 11:30	1

Task	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Lawn Areas												
Lawn Aeration												
Lawn Broad Leaf Weed Control												
Date Palm Trimming										X		
Tree Trimming										X	X	
Tree Pruning											X	
Tree Staking (checked weekly)	X	X	X	X	X	X	X	X	X	X	X	X
Tree and Palm Fertilization				X								
Ground Cover Detail	X	X	X	X	X	X	X	X	X	X	X	X
Weed Control	X	X	X	X	X	X	X	X	X	X	X	X
Pruning Shrubs, as needed	X	X	X	X	X	X	X	X	X	X	X	X
Shrub Fertilization		X			X			X			X	
Ground Cover Fertilization		X			X			X			X	
Turf Fertilization												
Supervisor Inspection	X	X	X	X	X	X	X	X	X	X	X	X
Trash Pick-up	X	X	X	X	X	X	X	X	X	X	X	X
Cultivate bare areas	X	X	X	X	X	X	X	X	X	X	X	X
Mulch Cover Bare areas											X	
Roden Control	X	X	X	X	X	X	X	X	X	X	X	X
3-man crew	X	X	X	X	X	X	X	X	X	X	X	X
Irrigation Check	X	X	X	X	X	X	X	X	X	X	X	X
SWPPP Prevention Requirments									X			
Month Inspection for plant disease	X	X	X	X	X	X	X	X	X	X	X	X



Yearly Maintenance Calendar

North Main Corona

North Main Corona 250 E. Blaine St Corona CA 92880	DAY OF SERVICE	TIME	CREW
	Monday	11:30am - 3:30pm	1

Task	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Lawn Areas												
Lawn Aeration												
Lawn Broad Leaf Weed Control												
Date Palm Trimming										X		
Tree Trimming										X	X	
Tree Pruning											X	
Tree Staking (checked weekly)	X	X	X	X	X	X	X	X	X	X	X	X
Tree and Palm Fertilization				X								
Ground Cover Detail	X	X	X	X	X	X	X	X	X	X	X	X
Weed Control	X	X	X	X	X	X	X	X	X	X	X	X
Pruning Shrubs, as needed	X	X	X	X	X	X	X	X	X	X	X	X
Shrub Fertilization		X			X			X			X	
Ground Cover Fertilization		X			X			X			X	
Turf Fertilization												
Supervisor Inspection	X	X	X	X	X	X	X	X	X	X	X	X
Trash Pick-up	X	X	X	X	X	X	X	X	X	X	X	X
Cultivate bare areas	X	X	X	X	X	X	X	X	X	X	X	X
Mulch Cover Bare areas											X	
Roden Control	X	X	X	X	X	X	X	X	X	X	X	X
3-man crew	X	X	X	X	X	X	X	X	X	X	X	X
Irrigation Check	X	X	X	X	X	X	X	X	X	X	X	X
SWPPP Prevention Requirments									X			
Month Inspection for plant disease	X	X	X	X	X	X	X	X	X	X	X	X



Yearly Maintenance Calendar

Facility and Maintenance (FAM)

Facility and Maintenance (FAM) 120 N Joy St	DAY OF SERVICE	TIME	CREW
	Friday	11:30am - 3:30pm	2

Task	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Lawn Areas												
Lawn Aeration												
Lawn Broad Leaf Weed Control												
Date Palm Trimming										X		
Tree Trimming										X	X	
Tree Pruning											X	
Tree Staking (checked weekly)	X	X	X	X	X	X	X	X	X	X	X	X
Tree and Palm Fertilization				X								
Ground Cover Detail	X	X	X	X	X	X	X	X	X	X	X	X
Weed Control	X	X	X	X	X	X	X	X	X	X	X	X
Pruning Shrubs, as needed	X	X	X	X	X	X	X	X	X	X	X	X
Shrub Fertilization		X			X			X			X	
Ground Cover Fertilization		X			X			X			X	
Turf Fertilization												
Supervisor Inspection	X	X	X	X	X	X	X	X	X	X	X	X
Trash Pick-up	X	X	X	X	X	X	X	X	X	X	X	X
Cultivate bare areas	X	X	X	X	X	X	X	X	X	X	X	X
Mulch Cover Bare areas											X	
Roden Control	X	X	X	X	X	X	X	X	X	X	X	X
3-man crew	X	X	X	X	X	X	X	X	X	X	X	X
Irrigation Check	X	X	X	X	X	X	X	X	X	X	X	X
SWPPP Prevention Requirments									X			
Month Inspection for plant disease	X	X	X	X	X	X	X	X	X	X	X	X



Yearly Maintenance Calendar

La Sierra

La Sierra 10903 Indiana Ave Riverside CA 922503	DAY OF SERVICE	TIME	CREW
	Tuesday & Wednesday	11:30am - 3:30pm & 6:30am - 3:30pm	1

Task	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Lawn Areas												
Lawn Aeration												
Lawn Broad Leaf Weed Control												
Date Palm Trimming										X		
Tree Trimming										X	X	
Tree Pruning											X	
Tree Staking (checked weekly)	X	X	X	X	X	X	X	X	X	X	X	X
Tree and Palm Fertilization				X								
Ground Cover Detail	X	X	X	X	X	X	X	X	X	X	X	X
Weed Control	X	X	X	X	X	X	X	X	X	X	X	X
Pruning Shrubs, as needed	X	X	X	X	X	X	X	X	X	X	X	X
Shrub Fertilization		X			X			X			X	
Ground Cover Fertilization		X			X			X			X	
Turf Fertilization												
Supervisor Inspection	X	X	X	X	X	X	X	X	X	X	X	X
Trash Pick-up	X	X	X	X	X	X	X	X	X	X	X	X
Cultivate bare areas	X	X	X	X	X	X	X	X	X	X	X	X
Mulch Cover Bare areas											X	
Roden Control	X	X	X	X	X	X	X	X	X	X	X	X
3-man crew	X	X	X	X	X	X	X	X	X	X	X	X
Irrigation Check	X	X	X	X	X	X	X	X	X	X	X	X
SWPPP Prevention Requirments									X			
Month Inspection for plant disease	X	X	X	X	X	X	X	X	X	X	X	X



Yearly Maintenance Calendar

Pedley/Jurupa Valley

Pedley/Jurupa Valley 6001 Pedley Road Riverside, CA 92509	DAY OF SERVICE	TIME	CREW
	Tuesday	6:30am - 3:30pm	1

Task	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Lawn Areas												
Lawn Aeration												
Lawn Broad Leaf Weed Control												
Date Palm Trimming												
Tree Trimming										X	X	
Tree Pruning											X	
Tree Staking (checked weekly)	X	X	X	X	X	X	X	X	X	X	X	X
Tree and Palm Fertilization				X								
Ground Cover Detail	X	X	X	X	X	X	X	X	X	X	X	X
Weed Control	X	X	X	X	X	X	X	X	X	X	X	X
Pruning Shrubs, as needed	X	X	X	X	X	X	X	X	X	X	X	X
Shrub Fertilization		X			X			X			X	
Ground Cover Fertilization		X			X			X			X	
Turf Fertilization												
Supervisor Inspection	X	X	X	X	X	X	X	X	X	X	X	X
Trash Pick-up	X	X	X	X	X	X	X	X	X	X	X	X
Cultivate bare areas	X	X	X	X	X	X	X	X	X	X	X	X
Mulch Cover Bare areas											X	
Roden Control	X	X	X	X	X	X	X	X	X	X	X	X
3-man crew	X	X	X	X	X	X	X	X	X	X	X	X
Irrigation Check	X	X	X	X	X	X	X	X	X	X	X	X
SWPPP Prevention Requirments									X			
Month Inspection for plant disease	X	X	X	X	X	X	X	X	X	X	X	X



Yearly Maintenance Calendar

Riverside Downtown

Riverside Downtown 4066 Vine Street Riverside, CA 92507	DAY OF SERVICE	TIME	CREW
	Thursday & Friday	6:30am - 1:30pm & 6:30am - 3:30pm	1

Task	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Lawn Areas												
Lawn Aeration												
Lawn Broad Leaf Weed Control												
Date Palm Trimming										X		
Tree Trimming										X	X	
Tree Pruning											X	
Tree Staking (checked weekly)	X	X	X	X	X	X	X	X	X	X	X	X
Tree and Palm Fertilization				X								
Ground Cover Detail	X	X	X	X	X	X	X	X	X	X	X	X
Weed Control	X	X	X	X	X	X	X	X	X	X	X	X
Pruning Shrubs, as needed	X	X	X	X	X	X	X	X	X	X	X	X
Shrub Fertilization		X			X			X			X	
Ground Cover Fertilization		X			X			X			X	
Turf Fertilization												
Supervisor Inspection	X	X	X	X	X	X	X	X	X	X	X	X
Trash Pick-up	X	X	X	X	X	X	X	X	X	X	X	X
Cultivate bare areas	X	X	X	X	X	X	X	X	X	X	X	X
Mulch Cover Bare areas											X	
Roden Control	X	X	X	X	X	X	X	X	X	X	X	X
3-man crew	X	X	X	X	X	X	X	X	X	X	X	X
Irrigation Check	X	X	X	X	X	X	X	X	X	X	X	X
SWPPP Prevention Requirments									X			
Month Inspection for plant disease	X	X	X	X	X	X	X	X	X	X	X	X



Yearly Maintenance Calendar

Hunter Park

Hunter Park 1101 Marborough Ave Riverside CA, 92507	DAY OF SERVICE	TIME	CREW
	Monday	6:30am - 1:30pm	2

Task	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Lawn Areas				X				X				
Lawn Aeration												
Lawn Broad Leaf Weed Control								X				
Date Palm Trimming										X		
Tree Trimming										X	X	
Tree Pruning											X	
Tree Staking (checked weekly)	X	X	X	X	X	X	X	X	X	X	X	X
Tree and Palm Fertilization				X								
Ground Cover Detail	X	X	X	X	X	X	X	X	X	X	X	X
Weed Control	X	X	X	X	X	X	X	X	X	X	X	X
Pruning Shrubs, as needed	X	X	X	X	X	X	X	X	X	X	X	X
Shrub Fertilization		X			X			X			X	
Ground Cover Fertilization		X			X			X			X	
Turf Fertilization			X				X				X	
Supervisor Inspection	X	X	X	X	X	X	X	X	X	X	X	X
Trash Pick-up	X	X	X	X	X	X	X	X	X	X	X	X
Cultivate bare areas	X	X	X	X	X	X	X	X	X	X	X	X
Mulch Cover Bare areas											X	
Roden Control	X	X	X	X	X	X	X	X	X	X	X	X
3-man crew	X	X	X	X	X	X	X	X	X	X	X	X
Irrigation Check	X	X	X	X	X	X	X	X	X	X	X	X
SWPPP Prevention Requirments									X			
Month Inspection for plant disease	X	X	X	X	X	X	X	X	X	X	X	X



Yearly Maintenance Calendar

Moreno Valley/ March Field

Moreno Valley/ March Field 14160 Meridian Pkwy, Riverside, CA 92518	DAY OF SERVICE	TIME	CREW
	Tuesday	6:30am - 3:30pm	2

Task	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Lawn Areas												
Lawn Aeration												
Lawn Broad Leaf Weed Control												
Date Palm Trimming												
Tree Trimming										X	X	
Tree Pruning											X	
Tree Staking (checked weekly)	X	X	X	X	X	X	X	X	X	X	X	X
Tree and Palm Fertilization				X								
Ground Cover Detail	X	X	X	X	X	X	X	X	X	X	X	X
Weed Control	X	X	X	X	X	X	X	X	X	X	X	X
Pruning Shrubs, as needed	X	X	X	X	X	X	X	X	X	X	X	X
Shrub Fertilization		X			X			X			X	
Ground Cover Fertilization		X			X			X			X	
Turf Fertilization			X				X				X	
Supervisor Inspection	X	X	X	X	X	X	X	X	X	X	X	X
Trash Pick-up	X	X	X	X	X	X	X	X	X	X	X	X
Cultivate bare areas	X	X	X	X	X	X	X	X	X	X	X	X
Mulch Cover Bare areas											X	
Roden Control	X	X	X	X	X	X	X	X	X	X	X	X
3-man crew	X	X	X	X	X	X	X	X	X	X	X	X
Irrigation Check	X	X	X	X	X	X	X	X	X	X	X	X
SWPPP Prevention Requirments									X			
Month Inspection for plant disease	X	X	X	X	X	X	X	X	X	X	X	X



Yearly Maintenance Calendar

Perris - Downtown

Perris - Downtown 121 C Street Perris, CA 92570	DAY OF SERVICE	TIME	CREW
	Wednesday	6:30am - 3:30pm	2

Task	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Lawn Areas												
Lawn Aeration												
Lawn Broad Leaf Weed Control												
Date Palm Trimming										X	X	
Tree Trimming										X	X	
Tree Pruning											X	
Tree Staking (checked weekly)	X	X	X	X	X	X	X	X	X	X	X	X
Tree and Palm Fertilization				X								
Ground Cover Detail	X	X	X	X	X	X	X	X	X	X	X	X
Weed Control	X	X	X	X	X	X	X	X	X	X	X	X
Pruning Shrubs, as needed	X	X	X	X	X	X	X	X	X	X	X	X
Shrub Fertilization		X			X			X			X	
Ground Cover Fertilization		X			X			X			X	
Turf Fertilization												
Supervisor Inspection	X	X	X	X	X	X	X	X	X	X	X	X
Trash Pick-up	X	X	X	X	X	X	X	X	X	X	X	X
Cultivate bare areas	X	X	X	X	X	X	X	X	X	X	X	X
Mulch Cover Bare areas											X	
Roden Control	X	X	X	X	X	X	X	X	X	X	X	X
3-man crew	X	X	X	X	X	X	X	X	X	X	X	X
Irrigation Check	X	X	X	X	X	X	X	X	X	X	X	X
SWPPP Prevention Requirments									X			
Month Inspection for plant disease	X	X	X	X	X	X	X	X	X	X	X	X



Yearly Maintenance Calendar

Perris - South

Perris - South 1304 Case Road Perris, CA 92570	DAY OF SERVICE	TIME	CREW
	Thursday	6:30am - 3:30pm	2

Task	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Lawn Areas												
Lawn Aeration												
Lawn Broad Leaf Weed Control												
Date Palm Trimming										X	X	
Tree Trimming										X	X	
Tree Pruning											X	
Tree Staking (checked weekly)	X	X	X	X	X	X	X	X	X	X	X	X
Tree and Palm Fertilization				X								
Ground Cover Detail	X	X	X	X	X	X	X	X	X	X	X	X
Weed Control	X	X	X	X	X	X	X	X	X	X	X	X
Pruning Shrubs, as needed	X	X	X	X	X	X	X	X	X	X	X	X
Shrub Fertilization		X			X			X			X	
Ground Cover Fertilization		X			X			X			X	
Turf Fertilization												
Supervisor Inspection	X	X	X	X	X	X	X	X	X	X	X	X
Trash Pick-up	X	X	X	X	X	X	X	X	X	X	X	X
Cultivate bare areas	X	X	X	X	X	X	X	X	X	X	X	X
Mulch Cover Bare areas											X	
Roden Control	X	X	X	X	X	X	X	X	X	X	X	X
3-man crew	X	X	X	X	X	X	X	X	X	X	X	X
Irrigation Check	X	X	X	X	X	X	X	X	X	X	X	X
SWPPP Prevention Requirments									X			
Month Inspection for plant disease	X	X	X	X	X	X	X	X	X	X	X	X

EXHIBIT “C”
COMPENSATION

DRAFT

EXHIBIT "C"

COMPENSATION SUMMARY

FISCAL YEAR	PROJECT	COST
FY 2021/22	Landscape Maintenance Services	\$ 444,000.00
FY 2022/23	Landscape Maintenance Services	679,000.00
FY 2023/24	Landscape Maintenance Services	682,000.00
FY 2024/25	Landscape Maintenance Services	694,000.00
FY 2025/26	Landscape Maintenance Services	733,000.00
FY 2026/27	Landscape Maintenance Services	527,000.00
TOTAL COSTS		\$ 3,759,000.00

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EXHIBIT “D”

FEDERAL REQUIREMENTS

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**SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD)
AND
STATE (CALTRANS)
FUNDING REQUIREMENTS**

The following additional funding requirements apply depending on the funding source identified as applicable for a Task Order.

I. SCAQMD REQUIREMENTS

Non-Discrimination - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.

II. CALTRANS REQUIREMENTS

* Section 2 below is also applicable to FTA Funded Task Orders.

1. Invoices & Payments.

Invoices shall be mailed to Commission's Contract Administrator at the following address:

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

Payment shall be made for costs incurred by Contractor in performance of the Services. No advance payment or payment for work not actually performed shall be made under this Agreement or any Task Order.

2. Cost Principles and Administrative Requirements.

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

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

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

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

3. 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; Contractor, subcontractors, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement. The State, State Auditor, Commission, or any duly authorized representative of the State Government shall have access to any books, records, and documents of Contractor and its certified public accountants (CPA) work papers 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.

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

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

6. Equipment Purchase

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

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

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

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

7. National Labor Relations Board Certification.

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

8. Nondiscrimination; Statement of Compliance.

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

During the performance of this Agreement, Contractor and its subcontractors shall not

unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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FTA FUNDING REQUIREMENTS

The following FTA terms will be incorporated into all Task Orders utilizing FTA funds, unless otherwise determined in writing by RCTC. As used herein, "RCTC" shall have the same meaning as the "Commission." The term "contract" or "Contract" shall have the same meaning as the "Agreement."

1. No Obligation by the Federal Government

a. RCTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Access to Records

The Contractor agrees to the following access to records requirements:

- a. To provide RCTC, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. To make available in the case of a contract for a capital project or improvement, as defined above and awarded by other than competitive bidding in accordance with 49 U.S.C. 5325(a), records related to the contract to RCTC, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- c. To maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until RCTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. Federal Changes

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RCTC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332 and 49 CFR part 21, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed,

national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, Federal transit law at 49 U.S.C. § 5332, the Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability, and that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. FTA Disadvantaged Business Enterprise (DBE) Requirements

A. General DBE Requirements: In accordance with Federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), Commission has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs" (the "Regulations"). This RFP is subject to these stipulated regulations. In order to ensure that Commission achieves its overall DBE Program goals and objectives, Commission encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds.

It is the policy of the Commission to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

B. Discrimination: Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Any terms used herein that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations.

C. Commission's Race-Neutral DBE Program: A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, Commission does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. There is no FTA DBE goal on this Project.

Consultant shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, Consultant

shall adhere to race-neutral DBE participation commitment(s) made at the time of award of any Task Order (as defined in the Model Contract).

D. Race-Neutral DBE Submissions and Ongoing Reporting Requirements (Post-Award): For each Task Order proposal, the successful Consultant shall complete and submit to Commission a “DBE Race-Neutral Participation Listing” in the form provided by Commission. In the event DBE(s) are utilized in the performance of the Task Order, Consultant shall comply with applicable reporting requirements.

E. Performance of DBE Subconsultants: DBE subconsultants listed by Consultant in its “DBE Race-Neutral Participation Listing” submitted at the time of Task Order proposal shall perform the work and supply the materials for which they are listed, unless Consultant has received prior written authorization from Commission to perform the work with other forces or to obtain the materials from other sources. Consultant shall provide written notification to Commission in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

F. DBE Certification Status: If a listed DBE subconsultant is decertified during the life of any Task Order, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a non-DBE subconsultant becomes a certified DBE during the life of the Task Order, the DBE subconsultant shall notify Consultant in writing with the date of certification. Consultant shall furnish the written documentation to Commission in a timely manner. Consultant shall include this requirement in all subcontracts.

G. Consultant’s Assurance Clause Regarding Non-Discrimination: In compliance with State and Federal anti-discrimination laws, Consultant shall affirm that it will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, Consultant shall affirm that they will consider, and utilize subconsultants and vendors, in a manner consistent with non-discrimination objectives.

H. Violations: Failure by the selected Consultant(s) to carry out these requirements shall be a material breach of the contract to be awarded pursuant to this RFP, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

I. Prompt Payment: Consultant shall pay its subconsultants for satisfactory performance of their contracts no later than 30 days from receipt of each payment Commission makes to the Consultant. 49 C.F.R. § 26.29(a), unless a shorter period is provided in the contract.

J. Compliance with DBE Requirements Contained in FTA Provisions: Consultant shall comply with all DBE reporting and other requirements contained in this Agreement.

7. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RCTC requests which would cause RCTC to be in violation of the FTA terms and conditions.

8. ADA Access Requirements

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d).

9. Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

10. Cargo Preference - Use of United States-Flag Vessels

The Contractor agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.)

3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

11. Buy America

The following shall apply unless otherwise specified in a Task Order request.

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

Contractor must submit to RCTC the appropriate Buy America certification with all bids on FTA-funded contracts (including Task Orders), except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

12. Employment Provisions

To the extent applicable to the Services, Consultant shall comply with the following:

A. Equal Employment Opportunity — Consultant must comply with Executive Order 11246 (3 CFR, 1964–1965 Comp., p. 339), “Equal Employment Opportunity,” as amended by Executive Order 11375 (3 CFR, 1966–1970 Comp., p. 684), “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR chapter 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

B. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c) — Consultant must comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, “Consultants and Subconsultants on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Commission shall report all suspected or reported violations to the responsible DOE contracting officer.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333) — Consultant must comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each Consultant is required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. Davis-Bacon Act (40 U.S.C. 276a) — Consultant shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

13. Release of Retainage

No retainage will be withheld by the RCTC from progress payments due Contractor. Retainage by Contractor or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating Contractor or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Contractor or subconsultant in the event of a dispute involving late payment or nonpayment by Contractor or deficient subconsultant performance, or noncompliance by a subconsultant.

14. Termination for Convenience

RCTC may terminate the Agreement for convenience in accordance with the terms of the Agreement.

After such termination, the Contractor shall submit a final termination settlement proposal to RCTC as directed. If the Contractor fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Contractor because of the termination and shall pay the amount determined. After the Contractor's proposal is received, RCTC and Contractor shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, RCTC may issue a final determination and pay the amount determined. If the Contractor does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Contractor may appeal under the Disputes clause.

15. Administrative and Contractual Remedies on Breach; Termination for Cause

a. The Contractor may be declared in breach of this Agreement ("Breach") if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms. In case of any of the foregoing, RCTC shall notify the Contractor of the Breach, and the Contractor shall have a period of ten (10) days (or such longer period as RCTC may authorize in writing) after receipt of notice from RCTC to cure the Breach.

b. RCTC may, by written notice of termination to the Contractor specifying the effective date thereof, terminate the whole or any part of this contract, in the case of a Breach that is not cured within the timeframe set forth in (a) above (“Uncured Breach”).

c. If the contract is terminated in whole or in part for an Uncured Breach, RCTC may procure upon such terms and in such manner as RCTC may deem appropriate, supplies or services similar to those so terminated, or may complete the services with its own forces. The Contractor shall be liable to RCTC for any excess costs for such similar supplies or services, and for any other costs incurred by RCTC as a result of the Uncured Breach. The Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

d. Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required project completion schedule.

e. Payment for completed services or supplies delivered to and accepted by RCTC shall be at the contract price. RCTC may withhold from amounts otherwise due the Contractor for such completed services or supplies such sum as RCTC determines to be necessary to protect RCTC against loss because of outstanding liens or claims of former lien holders, or to reimburse RCTC for any other costs related to the Uncured Breach.

f. If, after notice of termination of this contract for cause, it is determined for any reason that an Uncured Breach did not exist, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions for termination for convenience of RCTC.

g. The rights and remedies of RCTC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

h. Notwithstanding the above, RCTC may, without providing an opportunity to cure, terminate the contract in accordance with the timeframe set forth in Section 3.4 of the contract, if RCTC determines such action is in its best interest based on the nature of the Breach. Such actions shall not limit any of RCTC’s remedies set forth above.

16. Disputes

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be

decided by RCTC's Deputy Executive Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the RCTC Deputy Executive Director shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Contractor mails or otherwise furnishes to the RCTC Deputy Executive Director a written appeal addressed to RCTC's Executive Director. The decision of RCTC Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision of RCTC's Deputy Executive Director. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any RCTC official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

17. Lobbying

See the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Offeror shall complete and submit with its bid/proposal the attached Certification Regarding Lobbying, and if applicable, the Standard Form-LLL, "Disclosure Form to Report Lobbying."

18. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

19. Clean Water

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Contractor further agrees that:

- (1) It will not use any violating facilities;
- (2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- (3) It will report violations of use of prohibited facilities to FTA; and
- (4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

20. Clean Air

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Contractor further agrees that:

- (1) It will not use any violating facilities;
- (2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- (3) It will report violations of use of prohibited facilities to FTA; and
- (4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

c. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

21. Recycled Products

Recovered Materials - The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order

12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

21. Safe Operation of Motor Vehicles

Pursuant to Federal Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

a. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or RCTC.

b. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

AGENDA ITEM 7

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 10, 2021
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Sheldon Peterson, Rail Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Coachella Valley-San Gorgonio Pass Rail Corridor Planning Study Update and Amendment to HDR Engineering Agreement

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve Agreement No. 14-25-072-07, Amendment No. 7 to Agreement No. 14-25-072-00, with HDR Engineering (HDR) related to the Coachella Valley-San Gorgonio Pass Rail Corridor Service Planning Study for an additional amount of \$259,000, and a total amount not to exceed \$7,175,748;
- 2) Authorize the Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission;
- 3) Approve the allocation of \$259,000 in State Transit Assistance (STA) Funds from Western Riverside County's Commuter Rail Program for the Coachella Valley Rail Program (Program);
- 4) Approve adjustments to the Fiscal Year 2021/22 budget in the amounts of \$259,000 each to increase STA Fund–Western County Rail transfers out and Coachella Valley Rail Fund transfers in and professional services expenditures;
- 5) Amend the Commission's FY 2021/22 Coachella Valley Rail Short-Range Transit Plan (S RTP); and
- 6) Adopt Resolution No. 21-018, *"Resolution of the Riverside County Transportation Commission Approving the Allocation of State Transportation Improvement Program/Interregional Transportation Improvement Program Funding to Support the Coachella Valley San Gorgonio Pass Rail Corridor"*.

COACHELLA VALLEY – SAN GORGONIO PASS RAIL CORRIDOR SERVICE BACKGROUND

In October 2013, the Commission approved Resolution No. 13-042, *"Resolution of Support to Establish Daily Intercity Rail Service from Los Angeles to the Coachella Valley Via the Pass Area,"* in which the Commission committed to overseeing preparation of a Service Development Plan (SDP) in coordination with the Caltrans Division of Rail and Mass Transit and the Federal Railroad Administration (FRA) as the next step toward establishing daily rail service between Los Angeles and the Coachella Valley.

In May 2014, following a competitive procurement process, the Commission awarded a contract to HDR to prepare a full SDP starting with an Alternatives Analysis (AA), followed by a SDP and program-level Environmental Impact Statement (EIS)/Environmental Impact Report (EIR).

In July 2016, the AA was completed and accepted by the Commission and FRA with the recommendation of a preferred route to be carried forward for analysis in a SDP and Tier 1 EIS/EIR. The preferred route, as shown in Figure 1 below, would run from Los Angeles Union Station, through Fullerton, Riverside, and the San Geronio Pass, to Indio or Coachella (Corridor), operating primarily over tracks owned by the BNSF Railway (BNSF) from Los Angeles to Colton, and tracks owned by the Union Pacific Railroad (UP) between Colton and Indio or Coachella. Included in the AA was a market analysis that identified a projected 47 percent increase in travel over the next 20 years between Los Angeles and Coachella Valley and a projected 23 percent population increase by 2035 for the four counties comprising the Corridor (Los Angeles, Orange, Riverside, and San Bernardino). Additionally, the analysis found that Coachella Valley is expected to double its population and the San Geronio Pass Area is projected to increase 134 percent by 2035.

Since the commencement of the EIS/EIR and SDP, public project scoping has been completed, a comprehensive operational model of the rail corridor has been developed, conceptual engineering and service operations plan have been completed, technical studies have been prepared to evaluate the impacts of implementing the service, the Draft Tier 1/Program EIS/EIR has been prepared and circulated for public review and comment, and the Draft SDP has been prepared. To date, the Commission has authorized a total of about \$6.9 million to conduct the study.

Figure 1: Proposed Coachella Valley – San Geronio Pass Rail Corridor



Project Status

Since the last project update to the Commission in May 2021, the Tier 1/Program Draft EIS/EIR was circulated for public review and comment from May 19, 2021 through July 6, 2021, and an extensive outreach program was undertaken to solicit input on the environmental document. The outreach effort included:

- Development of a 4-minute video which described how the Program could make it easier to travel through the congested traffic conditions in the Corridor;
- Development of a media toolkit that included resources for media outlets and other organizations to share information about the Program on their social media or websites; the toolkit included the Program video, Program Fact Sheets (in English and Spanish), Program Frequently Asked Questions (in English and Spanish), and the Program Logo;
- A press release on May 19 that provided background information on the Program, information about the methods for submitting comments, and a link to the media toolkit;
- Social media and website posts by stakeholder organizations and the news media included 25 social media posts and 14 newspaper articles and TV segments;
- Twelve display advertisements placed in print and online publications, featuring announcements about the availability of the Program EIS/EIR along with information about when the public hearings would be held;
- Email notifications were sent to an extensive database of project stakeholders, interested agencies and organizations;
- Social media postings that were developed and shared by the project outreach team from early May through July 6 to provide information about the EIS/EIR release and review, the project video, the public hearings, and the available methods for providing comments;
- Geographically focused digital advertising campaigns that were implemented to notify the public about the public comment period and the public hearings; these digital advertisements were viewed online 999,994 times on electronic devices;
- Briefings and presentations about the EIS/EIR and public comment opportunity that were made to the Program's Technical Advisory Committee, elected officials, and nine stakeholder groups and agencies; and
- Virtual public meetings held on June 22 (Tuesday) and June 26 (Saturday).

A total of 294 comment letters were received during the 45-day public comment period, of which nine letters were received from public agencies, 15 letters were received from organizations, and 273 letters were received from individuals. Additionally, ten comment letters were received from individuals after the close of the Draft Tier 1/Program EIS/EIR public comment period (i.e., after July 6, 2021) for a grand total of 304, as shown in Table 1 below. Although FRA, Caltrans, and RCTC are not obligated to respond to comment letters received after the close of the formal comment review period, responses were developed for these late arriving comment letters as a courtesy. The number of comments received from agencies, organizations, and individuals indicates significant public interest and effective outreach efforts.

Table 1. Summary of Commenters and Affiliations on the Draft Tier 1/Program EIS/EIR

	Agencies	Organizations	Individuals	Total
Number of Comment Letters	9	15	280	304
Number of Comments Contained within Comment Letters	62	42	~400	~504
Percentage of Comment Letters that Expressed General Support for the Program	78%	73%	82%	82%

Notes: Some comment letters received did not state a preference associated with support or opposition towards the Program.

According to the National Environmental Policy Act, federal agencies are required to identify and formally respond to all substantive public comments. A substantive comment does one or more of the following:

- Questions, with a reasonable basis, the accuracy of the information and/or analysis in the Draft Tier 1/Program EIS/EIR;
- Questions, with a reasonable basis, the adequacy of the information and/or analysis in the Draft Tier 1/Program EIS/EIR;
- Presents reasonable alternatives other than those presented in the Draft Tier 1/Program EIS/EIR that meet the purpose and need of the proposed action and addresses significant issues;
- Questions, with a reasonable basis, the merits of an alternative or alternatives;
- Causes changes in or revisions to the proposed action; and
- Questions, with a reasonable basis, the adequacy of the planning process itself.

Many of the comment letters included multiple comments, thus, within the 304 comment letters, a total of 504 comments were tallied requiring written responses. Many of the comments received were on the same topic or expressed similar concerns. Rather than repeat the same response to each of those comments, twelve “Master Responses” were prepared, each of which addresses broad topic areas and/or comment themes, as shown in Table 2.

Table 2: Summary of Master Responses

Master Response Number	Topic
1	Proposed Station Locations
2	Conceptual Nature of Build Alternative Option Components
3	Freight Train Volume Assumptions
4	Noise Quiet Zones
5	Wildlife Corridors
6	Train Trip Frequency
7	Train Trip Duration
8	Program Funding
9	Program Timing
10	Transit Connections
11	Locomotive Technology
12	Environmental Justice

The comments and responses have reached 315 pages are currently being reviewed by FRA and Caltrans. Upon completion of this review, the final environmental documents will be updated to include any necessary changes based on public comments. These final documents will then be provided to FRA and Caltrans for additional review and comments prior to the ultimate Record

of Decision. The SDP draft has also been completed and is currently being reviewed by the FRA and Caltrans prior to being finalized.

To prepare for the Program's next steps, staff is actively pursuing several state and federal grant opportunities to secure funding for the Tier 2 environmental phase.

DISCUSSION

In order to complete this phase of the Program, an additional contract amendment with HDR is needed. The significant number of comments required a substantially greater amount of time and effort by the HDR team to prepare responses than is expected for a typical Tier 1/Program environmental document of this sort, and the process required several weeks to prepare responses and to review and refine the responses with RCTC and its legal team. In addition, the sheer volume of comments and responses is expected to require the HDR team to expend additional time and effort to respond to FRA comments and questions after it completes its review of the draft responses to comments.

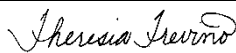
Therefore, staff recommends the Commission approve Agreement No. 14-25-072-07 with HDR (Attachment 1) for additional services in the amount of \$259,000, which increases the total agreement authorization to \$7,175,748. Staff also recommends the Commission authorize the Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission.

FISCAL IMPACT:

To fund the additional work to provide final responses to comments in the Tier 1 environmental document, staff recommends an allocation of \$259,000 in STA Funds from Western Riverside County's Commuter Rail Program as part of its contribution to the Program. With proposed stops in Riverside and the San Geronio Pass area, it is appropriate for Western Riverside County to contribute to the Program. In connection with this allocation, staff also recommends an amendment to the Commission's FY 2021/22 Coachella Valley Rail SRTP.

This additional work was not anticipated in the FY 2021/22 budget; therefore, staff recommends the Commission approve FY 2021/22 budget adjustments of \$259,000 each to increase State Transit Assistance Fund–Western County Rail transfers out and Coachella Valley Rail Fund transfers in and professional services expenditures.

In addition, it is requested that the Commission adopt Resolution No. 21-018 approving the allocation of State Transportation Improvement Program/Interregional Transportation Improvement Program funding to support the Coachella Valley San Geronio Pass Corridor. This resolution is required to secure funding needed for the next phase of the Program moving into the Tier 2 environmental effort.

Financial Information					
In Fiscal Year Budget:	No	Year:	FY 2021/22	Amount:	\$259,000
Source of Funds:	State Transit Assistance			Budget Adjustment:	Yes
GL/Project Accounting No.:	<u>State Transit Assistance Fund–Western County Rail</u>				
	002204 97001 00000 0000 241 62 97001			\$259,000 (Transfers out)	
	<u>Coachella Valley Rail Fund</u>				
	004202 XXX 59001 0000 245 25 59001			\$259,000 (Transfers in)	
	004202 65520 00000 0000 245 25 65520			\$259,000 (Expenditures)	
Fiscal Procedures Approved:				Date:	10/15/2021

Attachments:

- 1) Draft Amendment 14-25-072-07
- 2) FY 2021/22 SRTP Table 4 Amendment
- 3) Resolution No. 21-018

<i>Approved by the Budget and Implementation Committee on October 25, 2021</i>					
In Favor:	13	Abstain:	0	No:	0

Agreement No. 14-25-072-07

**AMENDMENT NO. 7 TO
AGREEMENT WITH PROPOSITION 1B AND
FEDERAL RAILROAD ADMINISTRATION ASSISTANCE
WITH
HDR ENGINEERING, INC.
FOR
FORECASTING SERVICES FOR THE COACHELLA VALLEY-SAN GORGONIO
PASS RAIL CORRIDOR SERVICE DEVELOPMENT PLAN**

1. PARTIES AND DATE

This Amendment No. 7 to the Agreement for Forecasting Services is made and entered into as of _____, 2021, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and HDR ENGINEERING, INC., a Nebraska corporation ("Consultant").

2. RECITALS

- 2.1 The Commission and the Consultant have entered into an agreement dated June 3, 2014, for the purpose of providing forecasting services for the Coachella Valley-San Gorgonio Pass Rail Corridor Service Development Plan (the "Master Agreement").
- 2.2 The Commission and the Consultant have entered into an Amendment No. 1 to the Master Agreement, dated October 22, 2015, for the purpose of amending the Scope of Services to include Phase 2 of the Project, and adding compensation for the additional Services.
- 2.3 The Commission and the Consultant have entered into an Amendment No. 2 to the Master Agreement, dated June 30, 2016, for the purpose of: (i) extending the term of the Master Agreement, (ii) amending the Scope of Services, including a new Schedule of Services and providing additional compensation for Phase 3 and 4 Project activities, and (iii) to include the Caltrans and FRA provisions required pursuant to the Funding Agreement.
- 2.4 The Commission and the Consultant have entered into an Amendment No. 3 to the Master Agreement, dated July 1, 2018, for the purpose of extending the term and revising the indemnity provision of the Master Agreement.

- 2.5 The Commission and the Consultant have entered into an Amendment No. 4 to the Master Agreement, for the purpose of extending the term of the Master Agreement.
- 2.6 The Commission and the Consultant have entered into an Amendment No. 5 to the Master Agreement, dated November 6, 2020, for the purpose of amending the Scope of Services, provide additional compensation, and extend the term of the Master Agreement.
- 2.7 The Commission and the Consultant have entered into an Amendment No. 6 to the Master Agreement, dated _____, 2021, for the purpose of providing additional compensation.
- 2.8 The parties now desire to amend the Master Agreement in order to provide additional compensation.

3. TERMS

- 3.1 The maximum compensation for Services performed pursuant to this Amendment No. 7 shall not exceed Two Hundred, Fifty-Nine Thousand Dollars (\$259,000).
- 3.2 The total contract value of the Master Agreement, as amended by this Amendment No. 7, shall be Seven Million, One Hundred Seventy-Five Thousand, Seven Hundred Forty-Eight Dollars (\$7,175,748).
- 3.3 Except as amended by this Amendment No. 7, all provisions of the Master Agreement, as previously amended by Amendments 1 through 6, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No. 7.
- 3.4 This Amendment No. 7 may be signed in counterparts, each of which shall constitute an original.
- 3.5 A manually signed copy of this Amendment No. 7 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 7 for all purposes. This Amendment No. 7 may be signed using an electronic signature.
- 3.6 This Amendment No. 7 shall be governed by the laws of the State of California. Venue shall be in Riverside County.

**SIGNATURE PAGE
TO
AGREEMENT NO. 14-25-072-07**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

HDR ENGINEERING, INC.

Signature

By: _____
Anne Mayer, Executive Director

Name

Title

APPROVED AS TO FORM

ATTEST:

By: _____
Best Best & Krieger
General Counsel

By: _____

Its: _____

* A corporation requires the signatures of two corporate officers.

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

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

Table 4.0 - Summary of Funding Request - FY2021/22

RCTC Western County Rail, Coachella Valley Rail, and Vanpool Programs

Operating												
Project	Total Amount of Funds	5307 RS	5307 RS CARES OB	5337	LCTOP PUC99313	LTF	MA CR	OTHR LCL	SGR PUC99313	SGR PUC99314	STA PUC99313	Farebox
Western County Rail												
Metrolink Operating Subsidy & Preventative Maintenance ¹	\$21,474,584		\$10,300,000		\$864,540	\$10,310,044						
Next Generation Rail Study Phase II	\$400,000					\$400,000						
Program Management and Support ²	\$4,923,600					\$2,067,700	\$2,855,900					
San Jacinto Line Right of Way Maintenance	\$2,336,300						\$2,036,300	\$300,000				
Station Operations and Security	\$7,711,500		\$2,186,400				\$5,230,400	\$294,700				
Transfer Agreements	\$150,000					\$150,000						
Vanpool												
RCTC VanClub Operating Expenses	\$1,210,260		\$431,600				\$74,700	\$30,000				\$673,960
Sub-total Operating	\$38,206,244	\$0	\$12,918,000	\$0	\$864,540	\$12,927,744	\$10,197,300	\$624,700	\$0	\$0	\$0	\$673,960
Capital												
Project	Total Amount of Funds	5307 RS	5307 RS CARES OB	5337	LCTOP PUC99313	LTF	MA CR	OTHR LCL	SGR PUC99313	SGR PUC99314	STA PUC99313	Farebox
Western County Rail												
Rail Stations - Capital Rehabilitation - WC 22-1	\$1,500,000								\$1,226,421	\$273,579		
Moreno Valley/March Field Station Ped Bridge - WC - 22-2	\$9,300,000	\$9,300,000										
Riverside Downtown Station Track and Platform ³ - WC 22-3	\$1,900,000										\$1,900,000	
RCTC Metrolink Capital Obligation - WC 22-4	\$4,292,859			\$4,226,859				\$66,000				
Coachella Valley Rail												
CV Rail Environmental/Service Development Plan - CV 22-1	\$189,339										\$189,339	
Sub-total Capital	\$17,182,198	\$9,300,000	\$0	\$4,226,859	\$0	\$0	\$0	\$66,000	\$1,226,421	\$273,579	\$2,089,339	\$0
Total Operating & Capital	\$55,388,442	\$9,300,000	\$12,918,000	\$4,226,859	\$864,540	\$12,927,744	\$10,197,300	\$690,700	\$1,226,421	\$273,579	\$2,089,339	\$673,960

¹ Total reflects an estimated full year subsidy with potential need for increases if 30% service reduction is reinstated.

² Includes Rail program administration, capital support, marketing, rail safety education, professional services, and special trains. Allocations for salaries and benefits and professional development are subject to change pending the Commission's final budget approval.

³ Reflects Western County Rail STA needed for ROW and related consulting.

Table 4.0 - Summary of Funding Request - FY2021/22

RCTC Western County Rail, Coachella Valley Rail, and Vanpool Programs

Operating												
Project	Total Amount of Funds	5307 RS	5307 RS CARES OB	5337	LCTOP PUC99313	LTF	MA CR	OTHR LCL	SGR PUC99313	SGR PUC99314	STA PUC99313	Farebox
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Capital												
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Riverside Downtown Station Track and Platform ³ - WC 22-3	\$1,900,000										\$1,900,000	
RCTC Metrolink Capital Obligation - WC 22-4	\$4,292,859			\$4,226,859				\$66,000				
Coachella Valley Rail												
CV Rail Environmental/Service Development Plan - CV 22-1 ⁴	\$448,339										\$448,339	
Sub-total Capital	\$17,441,198	\$9,300,000	\$0	\$4,226,859	\$0	\$0	\$0	\$66,000	\$1,226,421	\$273,579	\$2,348,339	\$0
Total Operating & Capital	\$55,647,442	\$9,300,000	\$12,918,000	\$4,226,859	\$864,540	\$12,927,744	\$10,197,300	\$690,700	\$1,226,421	\$273,579	\$2,348,339	\$673,960

¹ Total reflects an estimated full year subsidy with potential need for increases if 30% service reduction is reinstated.

² Includes Rail program administration, capital support, marketing, rail safety education, professional services, and special trains. Allocations for salaries and benefits and professional development are subject to change pending the Commission's final budget approval.

³ Reflects Western County Rail STA needed for ROW and related consulting.

⁴ Reflects Western County Rail STA's contribution for CV Rail. \$189,339 from Coachella Valley and \$259,000 from Western Riverside County Rail.

RESOLUTION NO. 21-018
RESOLUTION OF THE
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
APPROVING THE ALLOCATION OF STATE TRANSPORTATION IMPROVEMENT
PROGRAM/INTERREGIONAL TRANSPORTATION IMPROVEMENT PROGRAM FUNDING TO
SUPPORT THE COACHELLA VALLEY SAN GORGONIO PASS RAIL CORRIDOR

WHEREAS, the California Transportation Commission (CTC) is responsible for the programming of the State Transportation Improvement Program (STIP); and

WHEREAS, the STIP consists of two broad programs; the Regional Transportation Improvement Program funded from 75 percent of the STIP funding, and the Interregional Transportation Improvement Program (ITIP) funded from 25 percent of STIP funding; and

WHEREAS, the 75 percent regional program is further subdivided by formula into county shares to be nominated by regions for projects that improve the regional transportation system within the region; and

WHEREAS, the Riverside County Transportation Commission is an eligible project sponsor and may receive and distribute STIP and ITIP funding allocations towards eligible projects; and

WHEREAS, the Riverside County Transportation Commission considers the Coachella Valley San Gorgonio Pass Rail Corridor project as both eligible and a priority project; and

WHEREAS, a statement has been provided by the Riverside County Transportation Commission Board of Directors' legal counsel stating that the Riverside County Transportation Commission has the financial and institutional ability to implement the Coachella Valley San Gorgonio Pass Rail Corridor Project through the pursuit and acceptance of grant and loan funding and that the Riverside County Transportation Commission is empowered to: let a contract; to sue or be sued by another entity or person; and undertake other responsibilities and duties of the agency; and

WHEREAS, the Coachella Valley San Gorgonio Pass Rail Corridor Project will be available to the public, or its primary purpose will be to benefit the public and does not benefit a private entity or individual; and

WHEREAS, the matching funds required for the Coachella Valley San Gorgonio Pass Rail Corridor Project are available and committed to this project. Committed funds have received necessary authorizations and the recipient agency has authority to expend the funds. If the project cost exceeds the state funds available, the applicant agency shall use other funds to cover the cost increases to complete the project; and

WHEREAS, The Riverside County Transportation Commission shall comply with the Commission's Hazardous Waste Identification and Clean-up Policy for Rail Right-of-Way, including fully investigating the project to determine the absence/presence of hazardous wastes; and

WHEREAS, the Riverside County Transportation Commission has also taken reasonable steps to ensure full due diligence, clean-up of the site (as appropriate), and indemnifies the State of future clean-up liability or damages, as well as not seeking state funds for clean-up, damage, or liability costs associated with hazardous wastes; and

WHEREAS, the Riverside County Transportation Commission shall comply with the CTC's Timely Use of Fund policies; and

NOW, THEREFORE, BE IT RESOLVED, that the Riverside County Transportation Commission hereby approves the allocation of STIP and ITIP funds to the Coachella Valley San Geronio Pass Rail Corridor; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Riverside County Transportation Commission as the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines, and

NOW, THEREFORE, BE IT RESOLVED, that the Executive Director or designee is hereby authorized to submit a request for Scheduled Allocation of the STIP and ITIP funds and to execute the related grant applications, forms and agreements.

APPROVED AND ADOPTED this 10th day of November, 2021.

Jan C. Harnik, Chair
Riverside County Transportation Commission

ATTEST:

Lisa Mobley, Clerk of the Board
Riverside County Transportation Commission

AGENDA ITEM 8

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	November 10, 2021
TO:	Riverside County Transportation Commission
FROM:	Jillian Guizado, Planning and Programming Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	City of Corona Funding Request for Construction of McKinley Street Grade Separation Project

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve programming up to \$12.94 million of 2009 Measure A Western County Regional Arterial (MARA) funds for the city of Corona's McKinley Street Grade Separation project;
- 2) Approve Agreement No. 22-72-025-00 between the Commission and the city of Corona (Corona), as the lead agency for the project, for the programming of up to \$12.94 million of MARA for the construction phase of the McKinley Street Grade Separation project; and
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement.

BACKGROUND INFORMATION:

The Commission's 2017 Companion Study to the 2012 Grade Separation Priority Update Study identifies three priority grade separations on critical urban freight corridors: McKinley Street (Corona), Jurupa Road (Jurupa Valley), and Third Street (Riverside). At the time, the McKinley Street grade separation had minimal funding identified. A few months after the 2017 Companion Study was completed, the California State Legislature passed Senate Bill (SB) 132, providing \$84,450,000 to deliver the McKinley Street Grade Separation project (see Attachment 1 for project location map). SB 132 includes a statutory provision that the funds must be encumbered by June 30, 2023.

The Commission has a history of providing discretionary funding to priority grade separation projects in the county. In 2001, the Commission approved a funding commitment to priority grade separation projects in Riverside County by providing a 10 percent local share match to the California Public Utilities Commission grade separation funding program. In 2007, the Commission committed to providing 25 percent of federal formula funds to priority grade separation projects. The Commission also approved Alameda Corridor East grade separation projects as eligible projects for 2009 Measure A Western County Economic Development funds. In the same year, California voters approved Proposition 1B, which established a program to improve trade corridors and included grade separation project funding.

DISCUSSION:


Since SB 132's passage in 2017, Corona has been working to deliver the project and secure additional funding as the cost estimate has been updated. Most notably, Corona sought and received a \$10.3 million state-only funded SB 1 award from the Trade Corridor Enhancement Program (TCEP) in December 2020. At the time that TCEP funding was pursued, it was believed the project budget had a net surplus.

In October 2021, Corona opened construction bids for the McKinley Street Grade Separation project. Once the construction cost became known, Corona developed an updated project cost estimate which now indicates a funding shortfall between \$14,889,692 and \$17,940,992. There is a range due to a minor irregularity in the bid from the apparent lowest responsible/responsive bidder that is currently being addressed; the higher shortfall amount is based on the next apparent lowest bid.

On November 1, 2021, Corona submitted a letter (Attachment 2) to the Commission regarding the shortfall and requested financial assistance to fully fund the project. Corona has identified \$5,000,000 in additional local funds toward the project funding shortfall. Commission staff conducted an analysis of available fund types and determined that the only fund type eligible and available given the various project details and circumstances is MARA. Staff recommends programming up to \$12.94 million of available MARA funds to fully fund the McKinley Street Grade Separation project and entering into Agreement No. 22-72-025-00 to provide funding for the project on a reimbursement basis.

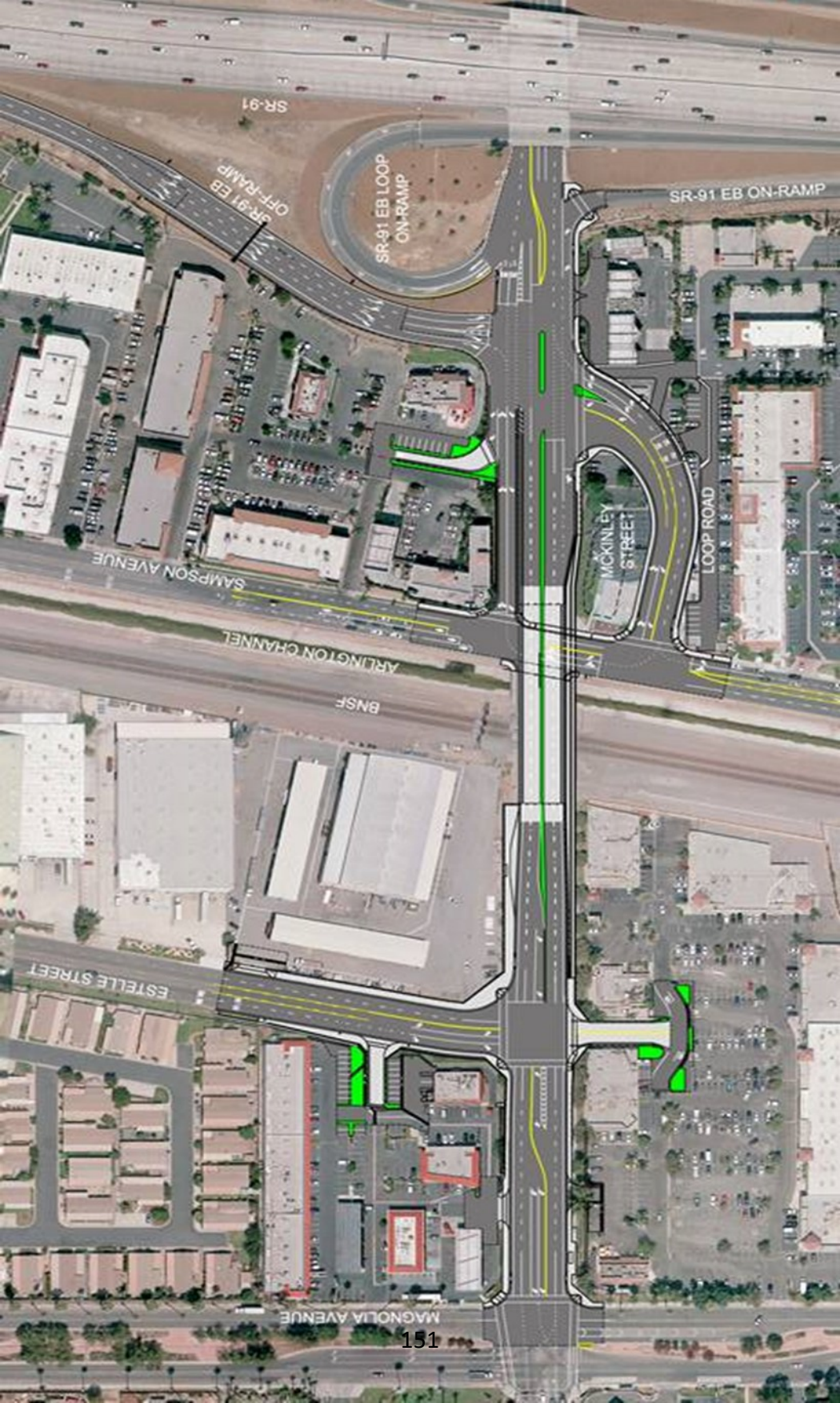
FISCAL IMPACT:

Corona will prioritize expenditure of the other identified fund sources, as listed in its letter, including but not limited to SB 132 and TCEP funds. After utilizing all available funds, if additional funding is needed to complete the project, up to \$12.94 million would be paid with available MARA funds on a reimbursement basis. The Commission will retain any cost savings on the project.

Financial Information					
In Fiscal Year Budget:	N/A	Year:	FY 2022/23	Amount:	Up to \$12,940,000
Source of Funds:	2009 Measure A Western County Regional Arterial funds			Budget Adjustment:	N/A
GL/Project Accounting No.:	663042 81301 00000 0000 266 72 81301				
Fiscal Procedures Approved:				Date:	11/02/2021

Attachments:

- 1) Project Location Map
- 2) November 1, 2021 Letter from Corona
- 3) Draft Agreement No. 22-72-025-00





PUBLIC WORKS DEPARTMENT

(951) 736-2266
(951) 279-3627 (FAX)

400 SOUTH VICENTIA AVENUE, CORONA, CALIFORNIA 92882
CITY HALL - ON LINE ALL THE TIME (<http://www.coronaca.gov>)

November 1, 2021

Anne Mayer
Executive Director
Riverside County Transportation Commission
4080 Lemon Street
Riverside, CA 92501

RE: Request for Additional Funding for the McKinley Street Grade Separation Project

Dear Ms. Mayer:

The City of Corona (City) recently completed the design and construction bidding phases for the McKinley Street Grade Separation Project (Project). The Project includes the construction of a 4-lane overhead grade separation at the BNSF railroad crossing at McKinley Street just south of Sampson Avenue. Improvements include modifications to the State Route 91 eastbound off-ramp, loop on-ramp, and slip on-ramp, new loop road and slip ramp connectors to Sampson Avenue, and substantial pre-cast panel/MSE retaining wall systems along McKinley Street. Although the City has secured several other funding sources, the primary source of funding is through State Senate Bill 132 (SB 132), approved in April 2017. As a result, the City continues to accelerate the project to complete construction in 2023 and expend the \$84.45 million of SB 132 funds prior to the funding deadline.

The City recently opened construction bids for the Project and has identified a deficit ranging approximately from \$14.90 million to \$17.94 million between what the Project will cost and allocated funding. The range in potential deficits is due to the City's evaluation of the lowest responsible/responsive bidder. The purpose of this letter is to seek additional funds to cover the deficit. The City's intent is to award a contract to the lowest responsible/responsive bidder at the November 17, 2021, City Council Meeting.

The table on the following page illustrates the allocated funding for the project.

Funding Source	Funding Amount
State Senate Bill 132	\$84,450,000
Gas Tax	\$229,724
Transportation Development Act (TDA)	\$2,000,000
Transportation Uniform Mitigation Fees (TUMF)	\$1,626,084
Local Measure A	\$2,025,000
Trade Corridor Enhancement Program (TCEP)	\$10,300,000
Section 190 Grade Separation Program	\$5,000,000
BNSF Railroad Contributions	\$3,810,000
Western Municipal Water District Utility Contributions	\$1,240,000
Highway Railroad Safety Crossing Account (HRCSA)	\$2,876,000
Total	\$113,556,808

The following table illustrates the cost differential between the initial estimated costs submitted as part of the City's grant applications to the California Transportation Commission for the Trade Corridor Enhancement Program and to the California Public Utilities Commission for the Section 190 Program in August 2020 versus the current program estimates after closing the procurement phase for construction in October 2021.

Expenditure Source	Initial Program Estimate	Current Program Estimate (Low Bid - Walsh)	Current Program Estimate (2nd Low Bid – Rados)
Staff/Consulting Services (Design, Acquisition, Legal, and Project Management)	\$18,357,140	\$18,746,650	\$18,746,650
Construction Management Consulting Services	\$7,000,000	\$11,000,000	\$11,000,000
Right-of-Way & Utilities Expenditures	\$27,090,000	\$29,803,500	\$29,803,500
BNSF Railroad	\$700,000	\$1,718,858	\$1,718,858
Building Demolition	\$150,000	\$187,530	\$187,530
Construction	\$50,002,600	\$60,899,929	\$63,673,835
Construction Contingency (10%)	\$5,000,260	\$6,090,033	\$6,367,427
Total	\$108,300,000	\$128,446,500	\$131,497,800

The City is currently working with the apparent lowest responsible/responsive bidder Walsh Construction Group II, LLC (Walsh), on minor irregularities; however, there is a

potential they may be deemed non-responsive, and the City will award a contract to its 2nd lowest responsive/responsible bidder Steve P. Rados, Inc (Rados). The City intends to identify the lowest responsible/responsive bidder Monday, November 1st, 2021, and is awaiting clarifications from Walsh on said minor irregularities. Should the City award the construction contract to Walsh or Rados, the anticipated deficit will either be \$14.90 million or \$17.94 million, respectively.

Construction costs included with the initial program estimates in the table above were based upon a 65% engineers estimate. Construction costs included with the current program estimate are based upon the lowest responsible/responsive bid the City intends to award a contract to in November 2021.

Although there is a significant difference in the estimated construction costs between the initial and current estimates, the City conducted numerous value engineering/cost-saving measures throughout the project to control project scope and reduce overall costs, including:

- Peer Review Ad Hoc Committee: The purpose of the Ad Hoc Committee was to establish a McKinley Grade Separation Peer Review Team consisting of numerous City, County, and Transportation Commission staff throughout Southern California to provide an independent review of the proposed project, including the financial, technical and schedule feasibility of the 35% design concepts, and determine whether a reasonable range of feasible alternatives had been studied. Over approximately four (4) months of review and analysis in early 2019, some of the major changes to the project as a result of this included:
 - McKinley Street crossing over the railroad was the most feasible alternative, and sufficient alternatives had been studied.
 - 4-lane configuration of McKinley Street in lieu of the original 6-lane concept consistent with the City's general plan. Projected traffic to 2043 showed although a 6-lane facility would be significantly better, a 4-lane facility would operate at a satisfactory level.
 - Realignment of the Loop Road to avoid a full acquisition of the Shell Gas Station and impacts to a 14-unit commercial office plaza building.

Overall these revisions resulted in an approximate savings of \$14 million in construction and \$18 million in right-of-way costs.

- Right-of-Way Acquisition Efforts: Between November of 2019 and March of 2020, the City conducted numerous right-of-way focus meetings with their acquisition, design, and eminent domain council with the intent to identify a sufficient right-of-way acquisition footprint and minimize property impacts. Modifications to McKinley Street retaining walls and driveways were incorporated to minimize temporary construction easement footprints and occupancies for each of the impacted properties. Additionally, ingress/egress was identified to preserve the adult daycare facility located southeast of the McKinley Street / BNSF railroad crossing preventing a full acquisition/relocation. Overall, this approach resulted in an approximate savings of \$5 million in right-of-way costs.
- Final Constructability Review: Between May of 2019 and June of 2019, the City conducted two constructability workshops with the design and construction

management consultants with the intent to identify areas in the Project contract documents with either risk or potential for cost savings with minor revisions. The City pro-actively recognized steel shortages and changes to the availability of sub-contractors who provide bridge-move services posed a significant risk to cost increases and delays; these meetings were focused on minimizing these risks. These meetings led to the following changes:

- Identification of an alternative construction staging/phasing approach that accelerates construction by allowing more of the walls and fill areas to be constructed earlier in the project. This would result in ensuring steel availability and bridge fabrication would not be on the critical path since traffic will be able to stay along existing McKinley Street improvements until the final six (6) months of construction.
- Allowing the option for the Contractor's to build the bridge in place using more traditional falsework design in lieu of building in a staging area and using Self Propelled Modular Transports (SPMTs) to move the bridge.

It is estimated this approach saved approximately \$3 to \$5 million in construction costs and is evident with the top three (3) contractors who incorporated building the bridge in place, ranging in bids from \$61 to \$65 million, whereas the low two bidders who proposed SPMTs ranged between \$76 and \$80 million.

Upon review of the initial and current estimated costs, the following two expenditures provide the most significant difference:

- Construction Management Consulting Services: Initial estimates were based upon approximately 15% of the engineer's estimate for construction costs. With the specialty steel structure involved, it later was identified that significantly more efforts, including source inspections at the steel mills/plants, specialty steel fabrication/erection inspections and reviews, and night/weekend work for private properties, would be necessary to complete this Project. The City released Requests for Proposals in early 2021, ultimately shortlisting three qualified firms. Although two of the three qualified firms ranged in fees between \$7.5 and \$8.5 million, upon conducting interviews, both firms indicated the inability to meet the construction schedule as proposed. Falcon Engineering Services, Inc. identified several areas where their approach would provide cost or time savings, including those noted above as part of the Final Constructability Review. It was a unanimous choice from the review panel, which included Bryce Johnson from RCTC, that Falcon Engineering was the only candidate that could lead construction management and inspection services and ensure the Project would be delivered within the Project schedule.
- Right-of-Way & Utilities Expenditures: The City is near mediation and settlement with a property impacted by the Project. Upon receiving the property owner/business financial information and completing appraisals, the estimated settlement will result in substantially higher costs, approximately \$2.4 million, than initial estimates. Initial estimates were derived using the Project acquisition team, their appraisal consultants, eminent domain counsel, and a consultant goodwill appraiser based on available comparable land information and past experience with similar estimates. The City has either settled with surrounding businesses (5

total) or is in active negotiations with access to appropriate documentation such that unforeseen loss of business goodwill is not anticipated for the remainder of the project.

- Construction / Construction Contingency: Due to labor and materials shortages, prices have significantly escalated to construction projects that include asphalt concrete, PCC concrete, and steel. Materials prices have increased for asphalt concrete and PCC concrete by approximately 50% and steel by approximately 100% since the beginning of 2021. Additionally, the availability of steel is a growing concern, and the contractors included higher risk premiums as part of their bid costs as the City will not extend the construction completion date to ensure meeting SB 132 funding deadline requirements. This increased escalation, and the added risk premiums were significantly higher than projected escalation rates used by the City based on typical industry practices (3%).

Lastly, prior to COVID-19, the City was on pace to have had all project approvals, utility relocation efforts, and right of way acquisition complete by early 2021 and the project ready for bid in March 2021. COVID-19 restrictions impeded the City's ability to routinely negotiate with property owners resulting in several properties requiring eminent domain to provide orders for possession in lieu of voluntary negotiations. Additionally, the California court system had unforeseen delays due to the backlog of court cases not reviewed by the courts for several months in 2020, resulting in delays of approximately 3-4 months to receive orders for possession. With the changes in work practices/work from home requirements, COVID-19 also created an approximate two (2) month delays in receiving approvals of the Construction and Maintenance Agreement from BNSF. Ultimately, through the approximate six (6) months of delay due to COVID-19, the City is in a position to award a Contract for Construction in November 2021, complete construction in 2023, and expend all SB 132 funds prior to the June 2023 deadline.

In efforts to reduce the projected deficit by \$5 million or about 60% of our available fund balances to help with the extra costs. The City proposes to utilize the following funding sources to accommodate the deficit:

- 1) Developer Impact Fees (DIF) – Streets/Signals - \$1,000,000
- 2) Developer Impact Fees (DIF) – Drainage - \$1,000,000
- 3) Road Maintenance and Rehabilitation Accountability (RMRA) - \$500,000
- 4) Gas Tax - \$500,000
- 5) Measure A - \$2,000,000

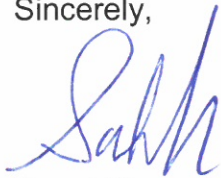
After making these changes, the City will require either \$9.90 million or \$12.94 million, depending on the lowest responsible/responsive bid determination, to complete the construction of the Project. Please consider this our formal request to Riverside County Transportation Commission to provide the remaining funding needed to complete the Project contingent on the determination of the lowest responsible/responsive bids. Although the City will continue to try and secure funding throughout Construction, at this time, the City has pursued all funding opportunities this project is eligible for and available and have no other opportunity to secure additional funding.

The City will continue to limit cost overruns through the following practices:

- 1) Closely monitoring construction costs and the schedule while working with the Contractor as necessary to identify workarounds and changes to minimize delays or potentials for change orders.
- 2) Provide as necessary studies, expert services, and eminent domain council services to minimize exposure for remaining properties that have not been settled or received a final order of condemnation.
- 3) Continue to coordinate with Project stakeholders as potential challenges and risks develop.

Thank you in advance for your consideration in this request for additional funds to cover the unexpected costs for the McKinley Street Grade Separation Project. Should you have any questions, please do not hesitate to contact me through email at savat.khamphou@coronaca.gov or phone at (951) 279-3604.

Sincerely,



Savat Khamphou
Public Works Director

Agreement No. 22-72-025-00

**AGREEMENT FOR THE FUNDING OF
MEASURE A REGIONAL ARTERIAL IMPROVEMENTS
WITH THE CITY OF CORONA**

1. Parties and Date.

1.1 This Agreement is executed and entered into this ____ day of _____, 2021, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION (“RCTC”) and the CITY OF CORONA (“City”). RCTC and City are sometimes collectively referred to herein as the “Parties”.

2. Recitals.

2.1 RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.

2.2 On November 5, 2002 the voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2%) retail transactions and use tax to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the “Plan”).

2.3 The Plan establishes funding for any improved Regional Arterial System to be funded by a mix of Measure A and Transportation Uniform Mitigation Fees (TUMF) revenues.

2.4 Pursuant to Public Utility Code Sections 240000 et seq., RCTC is authorized to allocate the proceeds of the Measure A tax in furtherance of the Plan.

2.5 RCTC intends, by this Agreement, to distribute Measure A Regional Arterial (“MARA”) Funds, subject to the conditions provided herein, and to participate in the joint development of the Project, as defined herein.

3. Terms.

3.1 Description of Work. This Agreement is intended to distribute MARA Funds to the City for the McKinley Street Grade Separation project (“the Work”). The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and, pursuant to Section 3.15 below, is subject to modification as requested by the City and approved by RCTC. The Work shall be consistent with the following defined phases as follows:

- 1) R/W – Right of Way
- 2) CONS – Construction

The Work phases funded pursuant to this Agreement shall be consistent with the City's Request Letter submitted to the RCTC ("the Project"). The Project is more fully described in Exhibit "A" and depicted in Exhibit "B" attached hereto. It is understood and agreed that the City shall expend MARA Funds only as set forth in this Agreement and only for the Work. To this end, any use of funds provided pursuant to this Agreement shall be subject to the review and approval of RCTC.

3.2 RCTC Funding Amount. RCTC hereby agrees to distribute to the City, on the terms and conditions set forth herein, a sum not to exceed Twelve Million Nine Hundred Forty Thousand Dollars (\$12,940,000), to be used exclusively for reimbursing the City for eligible Work expenses as described herein ("Funding Amount"). The City acknowledges and agrees that the Funding Amount may be less than the actual cost of the Work, and that RCTC shall not contribute MARA Funds in excess of the maximum authorized in this section.

3.2.1 Eligible Work Costs. The total Work costs ("Total Work Cost") may include the following items: (1) City and/or consultant costs associated with direct Work coordination and support; (2) right of way costs; (3) construction costs, including change orders to construction contract approved by the City; and (4) construction management, field inspection and material testing costs.

3.2.2 Ineligible Work Costs. The Total Work Cost shall not include the following items which shall be borne solely by the City without reimbursement: (1) City administrative costs; (2) City costs attributed to the preparation of invoices, billings and payments; (3) any City fees attributed to the processing of the Work; and (4) expenses for items of work not included within the scope of work in Exhibit "A".

3.2.3 Increases in Work Funding. The Funding Amount may, in RCTC's sole discretion, be augmented with additional MARA Funds. Any such increase in the Funding Amount must be approved in writing by RCTC's Executive Director. No such increased funding shall be expended to pay for any Work already completed. For purposes of this Agreement, the Work or any portion thereof shall be deemed complete upon its acceptance by RCTC's Executive Director.

3.2.4 Cost Savings. In the event that bids for the Work are lower than anticipated, or there are cost savings for any other reason, the MARA Funds shall be reduced dollar for dollar proportional to the savings on the Work. The City shall inform RCTC of any cost savings.

3.2.5 No Funding for Temporary Improvements. Only segments or components of the Work that are intended to form part of or be integrated into the Work may be funded by MARA Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, or drainage facilities, shall be funded with MARA Funds except as needed for staged construction of the Work.

3.3 City's Funding Obligation to Complete the Work. In the event that the MARA Funds allocated to the Work represent less than the total cost of the Work, the City shall be responsible for identifying such additional funds as may be required to complete the Work as described in Exhibit "A".

3.3.1 City's Obligation to Repay MARA Funds to RCTC. In the event that: (i) the City, for any reason, determines not to proceed with or complete the Work; or (ii) the Work is not timely completed, subject to any extension of time granted by RCTC pursuant to Section 3.15; the City agrees that any MARA Funds that were distributed to the City for the Work shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues. The City acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due the City, in an amount not to exceed the total of the funds distributed to the City, and/or initiate legal action to compel repayment, if the City fails to repay RCTC within a reasonable time period not to exceed 180 days from receipt of written notification from RCTC that repayment is required.

3.3.2 City's Local Match Contribution. The City shall utilize the Eighty-Nine Million Five Hundred Sixty Thousand Two Hundred Seventy-One Dollars (\$89,560,271) of identified right of way and construction phase funding toward the Work, as shown in Exhibit "A". These other funds shall be drawn down in full before MARA Funds are invoiced.

3.4 Work Responsibilities of the City. The City shall be responsible for the following aspects of the Work, in compliance with state and federal law provided that such items are included in the Project scope of work attached as Exhibit "A": (i) all aspects of bidding, awarding, and administration of the contracts for the Work; (ii) all construction management of any construction activities undertaken in connection with the Work, including survey and material testing; and (iii) development of a budget for the Work prior to award of any contract for the Work, taking into consideration available funding, including MARA Funds.

3.5 Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until: (i) the date RCTC formally accepts the Work as complete, pursuant to Section 3.2.3; (ii) termination of this Agreement pursuant to Section 3.9; or (iii) the City has fully satisfied its obligations under this Agreement, including full repayment of MARA Funds to RCTC as provided herein. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.6 Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this Agreement. The City hereby designates Savat Khamphou, Public Works Director, or his designee, as the City's representative to RCTC. The City's representative shall have the authority to act on behalf of the City for all purposes under this Agreement and shall coordinate all activities of the Work under the City's responsibility. The City shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the Work.

3.7 Expenditure of Funds by City Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the City from expending funds on the Work prior to the execution of the Agreement, or from being reimbursed by RCTC for such expenditures. However, the City understands and acknowledges that any expenditure of funds on the Work prior to the execution of the Agreement is made at the City's sole risk, and that some expenditures by the City may not be eligible for reimbursement under this Agreement.

3.8 Review of Services. The City shall allow RCTC's Representative to inspect or review the progress of the Work at any reasonable time in order to determine whether the terms of this Agreement are being met.

3.9 Termination. This Agreement may be terminated for cause or convenience as further specified below.

3.9.1 Termination for Convenience.

3.9.1.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.

3.9.1.2 Effect of Termination for Convenience. In the event that the City terminates this Agreement for convenience, the City shall, within 180 days, repay to RCTC in full all MARA Funds provided to the City under this Agreement. In the event that RCTC terminates this Agreement for convenience, RCTC shall, within 90 days, distribute to the City MARA Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 3.9.1.2.

3.9.2 Termination for Cause.

3.9.2.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

3.9.2.2 Effect of Termination for Cause. In the event that the City terminates this Agreement in response to RCTC's uncured material breach hereof, RCTC shall, within 90 days, distribute to the City MARA Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination. In the event that RCTC terminates this Agreement in response to the City's uncured material breach hereof, the City shall, within 180 days, repay to RCTC in full all MARA Funds provided to the City under this Agreement. Notwithstanding termination of this Agreement by RCTC pursuant to this Section 3.9.2.2, RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the terminating party of the amounts due it under this Section 3.9.2.2.

3.9.3 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.

3.10 Prevailing Wages. The City and any other person or entity hired to perform services on the Work are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The City shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Work. The City shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

3.11 Progress Reports. RCTC may request the City to provide RCTC with progress reports concerning the status of the Work.

3.12 Indemnification.

3.12.1 City Responsibilities. In addition to the indemnification required under Section 3.10, the City agrees to indemnify and hold harmless RCTC, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to any act of the City or its subcontractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC. The City will reimburse RCTC for any expenditures, including reasonable attorneys' fees, incurred by RCTC, in defending against claims ultimately determined to be due to any act of the City or its subcontractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC.

3.12.2 Effect of Acceptance. The City shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Work. RCTC's review, acceptance or funding of any services performed by the City or any other person or entity under this agreement shall not be construed to operate as a waiver of any rights RCTC may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the City shall be and remain liable to RCTC, in accordance with applicable law, for all damages to RCTC caused by the City's performance of this Agreement or supervision of any services provided to complete the Work.

3.13 Insurance. The City shall require, at a minimum, all persons or entities hired to perform the Work to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the City and RCTC. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Work, whichever occurs last.

3.13.1 Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$2,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Work or be no less than two times the occurrence limit. Such insurance shall:

3.13.1.1 Name RCTC and City, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Work and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

3.13.1.2 Be primary with respect to any insurance or self insurance programs covering RCTC and City, and/or their respective officials, officers, employees, agents, and consultants; and

3.13.1.3 Contain standard separation of insured provisions.

3.13.2 Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3.13.3 Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

3.13.4 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

3.14 Procedures for Distribution of MARA Funds to City.

3.14.1 Initial Payment by the City. The City shall be responsible for initial payment of all the Work costs as they are incurred. Following payment of such Work costs, and after all other construction fund sources have been expended, the City shall submit invoices to RCTC requesting reimbursement of eligible Work costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the City, and documents evidencing the City's payment of the invoices or demands for payment. The City shall submit invoices not more often than monthly and not less often than quarterly.

3.14.2 Review and Reimbursement by RCTC. Upon receipt of an invoice from the City, RCTC may request additional documentation or explanation of the Work costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the City within thirty (30) days. In the event that RCTC disputes the eligibility of the City for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the City may appeal RCTC's decision as to the eligibility of one or more invoices to RCTC's Executive Director. The City may appeal the decision of the Executive Director to the full RCTC Board, the decision of which shall be final. Additional details concerning the procedure for the City's submittal of invoices to RCTC and RCTC's consideration and payment of submitted invoices are set forth in Exhibit "C", attached hereto.

3.14.3 Funding Amount/Adjustment. If a post Work audit or review indicates that RCTC has provided reimbursement to the City in an amount in excess of the maximum MARA

Funds provided for in section 3.2 of this Agreement, or has provided reimbursement of ineligible Work costs, the City shall reimburse RCTC for the excess or ineligible payments within 30 days of notification by RCTC.

3.15 Work Amendments. Changes to the characteristics of the Work, including the deadline for Work completion, and any responsibilities of the City or RCTC may be requested in writing by the City and are subject to the approval of RCTC's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Work shall be approved in the sole discretion of RCTC's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Work without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.; "CEQA") but the necessity of compliance with CEQA shall not justify, excuse, or permit a delay in completion of the Work.

3.16 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the City or RCTC, during the term of his or her service with the City or RCTC, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.17 Limited Scope of Duties. RCTC's and the City's duties and obligations under this Agreement are limited to those described herein. RCTC has no obligation with respect to the safety of any Work performed at a job site. In addition, RCTC shall not be liable for any action of City or its contractors relating to the condemnation of property undertaken by City or construction related to the Work.

3.18 Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Work under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least three (3) years following termination of this Agreement, and they shall have access to such information during the three-year period for the purposes of examination or audit.

3.19 Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

3.21 Attorneys' Fees. If either party commences an action against the other party 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 costs of suit.

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

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

3.24 Notification. All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CITY OF CORONA
400 S. Vicentia Avenue
Corona, CA 92882

RCTC
Riverside County Transportation Commission
4080 Lemon, 3rd Floor
Mailing address: P.O. Box 12008
Riverside, CA 92501

ATTN: Public Works Director

ATTN: Executive Director

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

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

3.26 Contract Amendment. In the event that the Parties determine that the provisions of this Agreement should be altered, the Parties may execute a contract amendment to add any provision to this Agreement, or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

3.27 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous agreements or understandings.

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

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

3.29 Validity of Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

3.30 Independent Contractors. Any person or entities retained by the City or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the Work shall at all times be under the exclusive direction and control of the City or contractor, whichever is applicable. The City or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Work and as required by law. The City or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

3.31 Survival. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this Agreement shall survive any such expiration or termination.

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

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

3.34 Electronically Transmitted 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.

[Signatures on following page]

SIGNATURE PAGE
TO
AGREEMENT FOR THE FUNDING OF
MEASURE A REGIONAL ARTERIAL IMPROVEMENTS

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

CITY OF CORONA

By: _____
Anne Mayer,
Executive Director

By: _____
Savat Khamphou,
Public Works Director

ATTEST:

By: _____
(Name), City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

By: _____
(Name, Title)

EXHIBIT “A”

SCOPE OF WORK, FUNDING AND TIMETABLE

SCOPE OF WORK: The McKinley Street Grade Separation Project will build a four-lane bridge to elevate McKinley Street over the BNSF Railway railroad tracks and Arlington Channel.

The portions of the Project to be funded under this Agreement are the right of way and construction phases for the Project.

FUNDING:

FUND SOURCE	RIGHT OF WAY	CONSTRUCTION	TOTAL
MARA	\$2,400,000	\$10,540,000	\$12,940,000
Local Measure A		2,000,000*	2,000,000
SB 132	25,000,000	36,334,270.57	61,334,270.57
TCEP		10,300,000	10,300,000
CPUC Section 190		5,000,000	5,000,000
WMWD Reimbursement		1,240,000	1,240,000
HRCSA		2,876,000	2,876,000
City DIF Streets/Signals		1,000,000	1,000,000
City DIF Drainage		1,000,000	1,000,000
RMRA		500,000	500,000
Gas Tax		500,000*	500,000
BNSF		3,810,000*	3,810,000
TOTAL	\$27,400,000	\$75,100,270	\$102,500,270

*Some or all of these funds are anticipated for expenditure on construction management, program management, and/or legal services beyond the SB 132 statutory expenditure deadline of June 30, 2023.

TIMETABLE:

PHASE	START DATE	END DATE	COMMENTS
Right of Way	01/31/2019	06/01/2024	All possession has been secured and certification per Caltrans Standards achieved 09/01/2021; however, parcels may not achieve settlements or final orders of condemnation until 06/01/2024
Construction	12/06/2021	01/08/2024	520 Working Days

Exhibit A

EXHIBIT “B”

PROJECT LOCATION MAP

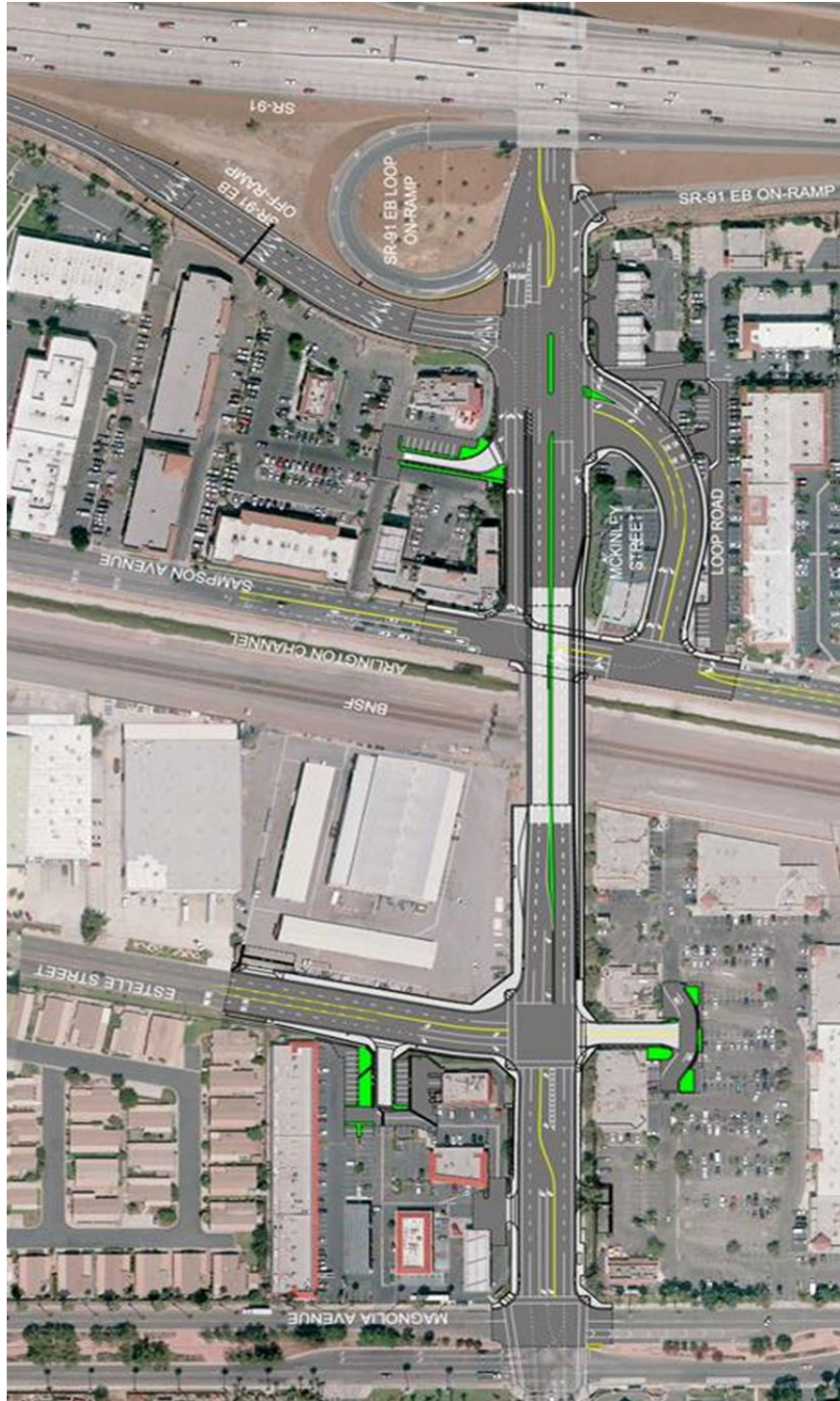


Exhibit B

EXHIBIT “C”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. RCTC recommends that the City incorporate Exhibit “C-1” into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the City and ultimately to RCTC for reimbursement of City contractor costs.
2. Each month the City shall submit an invoice for eligible Work costs incurred during the preceding month. The original invoice shall be submitted to RCTC’s Executive Director with a copy to RCTC’s Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit “C-2”.
3. Each invoice shall include documentation from each contractor used by the City for the Work, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or consultant for the month and for the entire Work to date. A sample progress report is attached as Exhibits “C-4”. All documentation from the City’s contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit “C-3”.
4. If the City is seeking reimbursement for direct expenses incurred by City staff for eligible Work costs, the City shall detail the same level of information for its labor and any expenses in the same level of detail as required of contractors pursuant to Exhibit “C” and its attachments.
5. Charges for each task and milestone listed in Exhibit “A” shall be listed separately in the invoice.
6. Each invoice shall include a certification signed by the City Representative or his or her designee which reads as follows:

“I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the consultants or contractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

Exhibit C

7. RCTC will pay the City within 30 days after receipt by the Commission of an invoice. If RCTC disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
8. The final payment under this Agreement will be made only after: (i) the City has obtained a Release and Certificate of Final Payment from each contractor or consultant used on the Work; (ii) the City has executed a Release and Certificate of Final Payment; and (iii) the City has provided copies of each such Release to RCTC.

EXHIBIT “C-1”
ELEMENTS OF COMPENSATION

For the satisfactory performance and completion of the Work under this Agreement, City will pay the Consultant compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT____) (\$____INSERT NUMERICAL DOLLAR AMOUNT____) without written approval of City’s Engineer (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

Compensation for the Work will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Consultant's personnel directly engaged in performance of the Work under the Agreement. (The range of hourly rates paid to the Consultant's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs

The Decimal ratio of Allowable Overhead Costs to the Consultant Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 **FIXED FEE.**

- 1.2.1 A Fixed Fee of _____ shall be paid to Consultant for Consultant's complete and satisfactory performance of this Agreement and all Services required. The Fixed Fee shall be paid in monthly installments based upon the percentage of the Services completed at the end of each billing period, as determined in the sole discretion of the City. Consultant shall not be entitled to and shall forfeit any portion of the Fixed Fee not earned as provided herein.
- 1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 **ADDITIONAL DIRECT COSTS.**

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<i>[__insert charges__]</i>
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Consultant's office nearest to City's office must have City's prior written approval to be reimbursed under this Agreement.

Exhibit "C-1"

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Consultant's adjustments to individual compensation. The Consultant shall notify City in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
-----------------------------------	------------------------------

[sample]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

- 2.3 The above rates are for the Consultant only. All rates for subconsultants to the Consultant will be in accordance with the Consultant's cost proposal.

3. INVOICING.

- 3.1 Each month the Consultant shall submit an invoice for Work performed during the preceding month. The original invoice shall be submitted to City's Engineer with two (2) copies to City's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by City's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Work, shall be listed separately. The charges for

Exhibit "C-1"

each individual assigned by the Consultant under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to City such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 Each invoice shall indicate payments to DBE subconsultants or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Consultant's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed	_____
Title	_____
Date	_____
Invoice No.	_____

4. PAYMENT

- 4.1 City shall pay the Consultant within four to six weeks after receipt by City of an original invoice. Should City contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

The final payment for Work under this Agreement will be made only after the Consultant has executed a Release and Certificate of Final Payment.

EXHIBIT "C-2"
Sample Cover Letter to RCTC

Date

Ms. Anne Mayer
Executive Director
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the City of _____'s invoice for professional and technical services that was rendered by our contractors in connection with the _____ Agreement No. _____ effective (Month/Day/Year). The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00 =====
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I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

Exhibit "C-2"

EXHIBIT "C-3"

Sample Letter from Contractor to City/County

Month/Date/Year

Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Base Contract Amount: \$000,000.00

Authorized Extra Work (if Applicable) \$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT: \$000,000.00

Total Invoice to Date: \$000,000.00

Total Previously Billed: \$000,000.00

Balance Remaining: \$000,000.00

Amount Due this Invoice: \$000,000.00

=====

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____

Name

Title

Exhibit "C-3"

EXHIBIT C-4
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

AGENDA ITEM 9

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	November 10, 2021
TO:	Riverside County Transportation Commission
FROM:	Lisa Mobley, Administrative Services Manager/Clerk of the Board
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	AB 361 Determination

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Adopt *Resolution No. 21-020, "A Resolution of the Board of Commissioner of the Riverside County Transportation Commission Authorizing Virtual Board and Committee Meetings Pursuant to AB 361"*; and
- 2) Discuss and provide direction on whether to continue holding virtual meetings with the flexibility to revisit the matter on a monthly basis.

BACKGROUND INFORMATION:

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

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

AB 361

Effective immediately, AB 361 amends the Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology in certain circumstances. Under the Bill,

legislative bodies can continue to meet remotely as long as there is a “proclaimed state of emergency” and the Commission can make either of the following findings: (a) state or local officials have imposed or recommended measures to promote social distancing or (b) whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

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

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

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

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

STAFF RECOMMENDATION:

Staff recommends the approval of the attached resolution to allow for the flexibility of holding virtual meetings for the next 30 days as permitted by AB 361. This would apply to all of the agency’s committee meetings as well as the main Commission meetings. One key benefit of adopting the resolution is that the matter must be revisited every month and approving the resolution does not bind the agency to hold a virtual meeting, but merely provides the authority to do so if it is the direction of the board itself.

Staff recommends a board discussion and direction on whether to conduct virtual meetings in future months.

Attachment: Resolution No. 21-020

RESOLUTION NO. 21-020

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

WHEREAS, the Riverside County Transportation Commission (“Commission”) is committed to preserving and nurturing public access and participation in meetings of the Board of Commissioners, Executive Committee, Budget and Implementation Committee, and Western Riverside County Programs and Projects Committee; and

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

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

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

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

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

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

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

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

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

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

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

Section 4. Effective Date of Resolution. This Resolution shall take effect upon adoption and shall be effective for 30 days unless earlier extended by a majority vote of the Board of Commissioners in accordance with Section 5 of this Resolution.

Section 5. Extension by Motion. The Board of Commissioners may extend the application of this Resolution by motion and majority vote by up to 30 days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3). Any such extension may be made before or after the expiration of the preceding 30 day period.

PASSED AND ADOPTED by the Board of Commissioners of the Riverside County Transportation Commission this 10th day of November 2021, by the following vote:

APPROVED AND ADOPTED this 10th day of November, 2021.

Jan C. Harnik, Chair
Riverside County Transportation Commission

ATTEST:

Lisa Mobley, Clerk of the Board
Riverside County Transportation Commission