



MEETING AGENDA

TIME/DATE: 9:30 a.m. / Wednesday, July 13, 2022
LOCATION: BOARD ROOM
County of Riverside Administrative Center
4080 Lemon Street, First Floor, Riverside

COMMISSIONERS

Chair – V. Manuel Perez
Vice Chair – Bob Magee
Second Vice Chair – Lloyd White

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
Mary Hamlin / 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 / Malcolm Lilienthal, 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
Yxstian Gutierrez / Edward Delgado, City of Moreno Valley
Lisa DeForest / Cindy Warren, 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
Michael Heath / Alonso Ledezma, City of San Jacinto
Maryann Edwards / Zak Schwank, City of Temecula
Ben J. Benoit / Joseph Morabito, City of Wildomar
To Be Appointed, Governor's Appointee Caltrans District 8

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

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

www.rctc.org

MEETING AGENDA*

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

9:30 a.m.

Wednesday, July 13, 2022

Board Room

**County of Riverside Administrative Center
4080 Lemon Street, First Floor, Riverside, CA**

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

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

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

6. PUBLIC HEARING – COACHELLA VALLEY-SAN GORGONIO PASS RAIL CORRIDOR SERVICE PROGRAM – CERTIFICATION OF FINAL TIER 1/PROGRAM ENVIRONMENTAL IMPACT STATEMENT/ENVIRONMENTAL IMPACT REPORT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), CEQA FINDINGS OF FACT, STATEMENT OF OVERRIDING CONSIDERATIONS, ADOPTION OF MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVAL OF PROJECT

Page 1

Overview

This item is for the Commission to:

- 1) Conduct a public hearing on the proposed Coachella Valley-San Gorgonio Pass Rail Corridor Service Program and matters relating to the Program's compliance with CEQA, including the Final Tier 1/Program Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the Program, CEQA Findings of Fact, Statement of Overriding Considerations, and Adoption of a Mitigation Monitoring and Reporting Program; and
- 2) Adopt Resolution No. 22-015 *"Resolution of the Riverside County Transportation Commission Certifying the Final Tier 1/Program Environmental Impact Statement/Environmental Impact Report for the Coachella Valley-San Gorgonio Pass Rail Corridor Service Program, Adopting Findings of Fact under the California Environmental Quality Act, Adopting a Mitigation Monitoring and Reporting Program, Adopting a Statement of Overriding Considerations, and Approving the Program"*.

7. 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.

7A. AB 361 DETERMINATION

Page 170

Overview

This item is for the Commission to Reaffirm the findings in Resolution No. 22-007, *"A Resolution of the Board of Commissioners of the Riverside County Transportation Commission Authorizing Virtual Board and Committee Meetings Pursuant to AB 361."* The findings are as follows:

- a. The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which continues to exist today; and
- b. State or local officials have recommended measures to promote social distancing.

7B. APPROVAL OF MINUTES – JUNE 8, 2022

Page 175

7C. ACTIVE TRANSPORTATION PROGRAM – SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS 2023 REGIONAL PROGRAM GUIDELINES – SELECTION CRITERIA FOR RIVERSIDE COUNTY APPLICATIONS

Page 196

Overview

This item is for the Commission to:

- 1) Approve the project selection criteria for inclusion in the Metropolitan Planning Organizations' (MPO) Regional Program Guidelines for Active Transportation Program (ATP) Cycle 6; and
- 2) Authorize staff to award projects based on the approved selection criteria for the MPO funding.

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

Page 200

Overview

This item is for the Commission to receive and file the Quarterly Report of Contract Change Orders for Construction Contracts for the three months ended March 31, 2022.

7E. 2022 STATE ROUTE 91 IMPLEMENTATION PLAN

Page 202

Overview

This item is for the Commission to approve the 2022 State Route 91 Implementation Plan.

7F. AGREEMENTS FOR ON-CALL RIGHT OF WAY ENGINEERING AND SURVEYING

Page 250

Overview

This item is for the Commission to:

- 1) Award Agreement No. 22-31-057-00 with Psomas for the on-call right of way engineering and surveying services for a three-year term for an amount not to exceed \$750,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement, on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to execute task orders under the terms of the agreements.

7G. SURPLUS DECLARATION OF REAL PROPERTY

Page 313

Overview

This item is for the Commission to:

- 1) Adopt Resolution No. 22-012 *“Resolution of the Riverside County Transportation Commission Declaring Pursuant to Government Code Section 54221 that Certain Real Property Owned by the Commission located at assessor parcel numbers 102-091-027, a portion of 102-091-030, and a portion of certain right-of-way area, located between Serfas Club Drive and Frontage Road near Corona, California, is Non-Exempt Surplus Land, Approving the Form of Notice of Availability Therefore, Authorizing the Executive Director to Comply with the Surplus Land Act, and Finding the Foregoing Categorically Exempt from CEQA Review”*;
- 2) Adopt Resolution No. 22-013 *“Resolution of the Riverside County Transportation Commission Declaring Pursuant to Government Code Section 54221 that Certain Real Property Owned by the Commission located at a portion of 219-094-014, located near Cridge Street in the City of Riverside, California, is Exempt Surplus Land Therefore, Authorizing the Executive Director to Comply with the Surplus Land Act, and Finding the Foregoing Categorically Exempt from CEQA Review”*; and
- 3) If no response for the non-exempt surplus property is received from public agencies, developers, and/or contiguous landowners, authorize the Executive Director to offer the surplus property for sale to the public.

7H. AGREEMENTS FOR ON-CALL RIGHT OF WAY ENVIRONMENTAL SITE ASSESSMENT SERVICES

Page 337

Overview

This item is for the Commission to:

- 1) Award Agreement No. 22-31-068-00 with Dudek for the on-call right of way environmental site assessment services for a three-year term in an amount not to exceed \$350,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to execute task orders awarded to the consultant under the terms of the agreement.

7I. FREEWAY SERVICE PATROL TOW OPERATOR FUEL RELIEF REIMBURSEMENT

Page 421

Overview

This item is for the Commission to:

- 1) Authorize one-time payment as fuel relief reimbursement to Pepe's Towing for Freeway Service Patrol (FSP) services on Beats 4, 7, 8 for a total amount of \$6,270 for the months of March through June 2022;
- 2) Approve Agreement No. 18-45-132-03, Amendment No. 3 to Agreement No. 18-45-132-00, with Coastal Pride Towing for continued FSP services on Beats 20, 34, 35 for an additional amount of \$187,400 for fuel relief reimbursement, including a one-time reimbursement for the months of March through June 2022 and ongoing monthly reimbursements through the term of the agreement ending August 29, 2023, for a total amount not to exceed \$2,652,356;
- 3) Approve Agreement No. 17-45-061-04, Amendment No. 4 to Agreement No. 17-45-061-00, with Pepe's Towing for continued FSP services on Beats 18, 19 for an additional amount of \$24,750 for fuel relief reimbursement, including a one-time reimbursement for the months of March through June 2022 and ongoing monthly reimbursements through the term of the agreement ending September 30, 2022, for a total amount not to exceed \$4,308,922;
- 4) Approve Agreement No. 16-45-103-04, Amendment No. 4 to Agreement No. 16-45-103-00, with Steve's Towing for continued FSP services on the express lanes for an additional \$47,900 for fuel relief reimbursement, including a one-time reimbursement for the months of March through June 2022 and ongoing monthly reimbursements through the term of the agreement ending January 31, 2023, or a total amount not to exceed \$2,216,097; and
- 5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission.

7J. FISCAL YEAR 2020/21 TRANSPORTATION DEVELOPMENT ACT AND MEASURE A AUDIT RESULTS

Page 436

Overview

This item is for the Commission to receive and file the Transportation Development Act (TDA) and Measure A audit results report for Fiscal Year 2020/21.

7K. INTERSTATE 15 CROSS-COUNTY TOLL SEGMENT WITH THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Page 444

Overview

This item is for the Commission to:

- 1) Approve the Interstate 15 Terms of Agreement with the San Bernardino County Transportation Authority (SBCTA), outlining SBCTA will build and operate the I-15 Cross-County Toll Segment within Riverside County, including schedule of payments summarizing annual toll revenue transfers to the Commission;
- 2) Authorize staff to proceed with developing a cooperative agreement with SBCTA detailing material project terms during design and construction phases, and operations for the proposed I-15 Cross-County Toll Segment;
- 3) Authorize staff to proceed with initiating the due diligence process with the U.S. Department of Transportation's (US DOT) Transportation Infrastructure Finance and Innovation Act (TIFIA) office to review and approve both the toll revenue transfers and sub-lease approach with SBCTA;
- 4) Authorize the Executive Director, or designee, to negotiate and execute sole-source contract amendments, as it is in the best interest for both the public and Commission to conduct a non-competitive procurement, as follows:
 - i. Amend the I-15 Express Lanes contract with Parsons Transportation Group (PTG) as the project/construction management (PCM) in the amount of \$1,534,912 (Agreement No. 15-31-001-10) for design support, cooperative agreement development, construction support, finance support and tolling interface coordination;
 - ii. Amend the I-15 Express Lanes contract with Kapsch TrafficCom USA Inc. (Kapsch) as the Toll Service Provider (TSP) in the estimated amount of \$50,000 to provide design reviews to assess impacts to the existing tolling system;
- 5) Approve Fiscal Year 2022/23 Budget Amendment with \$593,300 in Local Reimbursements for consultant costs associated with the delivery and coordination of the I-15 Cross-County Toll Segment to be reimbursed by SBCTA;
- 6) Authorize the pursuit of approximately \$8 million in Federal Congestion Mitigation and Air Quality (CMAQ) funds for design and construction phase costs for express lane access improvements near Cantu-Galleano Ranch Road for the I-15 Cross-County Toll Segment; and
- 7) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute all necessary agency agreements or amendments to existing agency agreements for TIFIA due diligence and for SBCTA to operate the I-15 Cross-County Toll Segment within Riverside County.

8. STATE AND FEDERAL LEGISLATIVE UPDATE

Page 474

Overview

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

9. MEETING FORMAT OPTIONS

Page 486

Overview

This item is for the Commission to provide direction regarding approach to future meetings.

10. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

11. EXECUTIVE DIRECTOR REPORT

12. COMMISSIONER COMMENTS

Overview

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

13. CLOSED SESSION

13A. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:
One potential case

14. ADJOURNMENT

The next Commission meeting is scheduled to be held at 9:30 a.m. on **Wednesday, August 10, 2022.**

AGENDA ITEM 6

PUBLIC HEARING

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 13, 2022
TO:	Riverside County Transportation Commission
FROM:	Sheldon Peterson, Rail Manager Lorelle Moe-Luna, Multimodal Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Coachella Valley-San Gorgonio Pass Rail Corridor Service Program – Certification of Final Tier 1/Program Environmental Impact Statement/Environmental Impact Report under the California Environmental Quality Act (CEQA), CEQA Findings of Fact, Statement of Overriding Considerations, Adoption of Mitigation Monitoring and Reporting Program, and Approval of Project

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Conduct a public hearing on the proposed Coachella Valley-San Gorgonio Pass Rail Corridor Service Program and matters relating to the Program’s compliance with CEQA, including the Final Tier 1/Program Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the Program, CEQA Findings of Fact, Statement of Overriding Considerations, and Adoption of a Mitigation Monitoring and Reporting Program; and
- 2) Adopt Resolution No. 22-015 *“Resolution of the Riverside County Transportation Commission Certifying the Final Tier 1/Program Environmental Impact Statement/Environmental Impact Report for the Coachella Valley-San Gorgonio Pass Rail Corridor Service Program, Adopting Findings of Fact under the California Environmental Quality Act, Adopting a Mitigation Monitoring and Reporting Program, Adopting a Statement of Overriding Considerations, and Approving the Program”*.

BACKGROUND INFORMATION:

As part of their mission to provide a safe, efficient, cost-effective transportation system, the Federal Railroad Administration (FRA), California Department of Transportation (Caltrans) Division of Rail and Mass Transportation, and the Commission have been studying ways to meet commuter and intercity travel needs and enhance travel opportunities within Los Angeles, Orange, Riverside, and San Bernardino Counties.

Statewide and regional transportation planning efforts undertaken from 1991 to 2016 have recommended implementing passenger rail service to add travel capacity to what highways already provide. For this reason, FRA, Caltrans, and the Commission have studied passenger rail service options between Los Angeles Union Station (LAUS) in Los Angeles and the city of Coachella to provide more travel choices in the 144-mile-long Coachella Valley-San Gorgonio Pass Rail

Corridor (Program Corridor). The Program Corridor, which connects the Los Angeles metropolitan area with the Coachella Valley through the San Geronio Pass, currently has no daily intercity passenger rail service. The proposed implementation of intercity passenger rail service in the Program Corridor, including the planning and construction of rail infrastructure improvements required to establish the service, are collectively known as the Coachella Valley-San Geronio Pass Rail Corridor Service Program (Program).¹

FRA and Caltrans are the joint lead agencies for the environmental review under the National Environmental Policy Act (NEPA), and the Commission is the lead agency under CEQA. The FRA, Caltrans, and the Commission have prepared a Tier 1/Program EIS/EIR in compliance with:

- NEPA (42 United States Code [USC] Section 4321, et seq.) and the Council on Environmental Quality (CEQ) regulations implementing NEPA (40 Code of Federal Regulations [CFR] Parts 1500–1508);
- CEQA (California Public Resource Code [PRC], Section 21000, et seq.);
- California Code of Regulations (CCR), Title 14, Division 6, Chapter 3 Sections 15000-15387;
- FRA's Procedures for Considering Environmental Impacts (64 Federal Register [FR] 28545, May 26, 1999); and
- 23 United States Code Section 139

The Tier 1/Program EIS/EIR was preceded by several years of preliminary Program development activities. In 1991, the Commission completed the first in a series of studies evaluating the feasibility of operating one or two daily intercity passenger rail round trips between Los Angeles and Indio. From 1991 to 2013, the Commission completed additional feasibility studies on the Program Corridor. In July 2016, the Commission, in coordination with Caltrans and FRA, prepared and completed the 2016 Alternatives Analysis (AA) Report that evaluated a reasonable range of alternatives for implementation of daily intercity passenger rail service between Los Angeles and Indio. The purpose of the 2016 AA Report was to identify a reasonable range of preliminary alternative(s) that could be evaluated in a subsequent Service Development Plan (SDP) and in the Tier 1/Program EIS/EIR.

Program Overview

The Program Corridor runs west to east, extending from a western terminus at LAUS to an eastern terminus in either the city of Indio or city of Coachella and consists of two sections: the Western Section and the Eastern Section (Figure 1). The boundary between the Western and Eastern Sections is in the city of Colton, at the intersection of existing railroad lines owned by Union Pacific Railroad (UPRR) and BNSF Railways.

¹ For CEQA purposes, this is the proposed Project.

Figure 1: Map of Proposed Coachella Valley – San Gorgonio Pass Rail Corridor



Passenger train frequencies proposed as part of the Program would consist of two daily round trip intercity passenger trains operating the entire length of the Program Corridor between Los Angeles and the cities of Indio or Coachella, with one morning departure and one afternoon departure from each end of the Program Corridor.

The Draft Tier 1/Program EIS/EIR evaluated the No Build Alternative and three potential Build Alternative Options (Build Alternative Option 1, Build Alternative Option 2, and Build Alternative Option 3), developed to a level of detail appropriate for a Tier 1/Program service-level evaluation.

No Build Alternative: The No Build Alternative consists of the continuation of the existing Amtrak passenger train route, stations, and service within the Program Corridor. The No Build Alternative also includes all committed improvements (i.e., projects with dedicated or obligated funding) to the existing intercity passenger rail system, the highway/freeway system, and other modes of transportation available to the public (e.g. intercity bus services and aviation services) within the Program Corridor.

Build Alternative Option 1: Build Alternative Option 1 assumes up to two daily round passenger rail trips between LAUS and the city of Coachella. As shown in Figure 2, no additional railroad infrastructure improvements would be required within the Western Section of the Program Corridor and existing stations in Fullerton and Riverside would be utilized. As shown in Figure 3, within the Eastern Section of the Program Corridor, the existing station in Palm Springs would be improved and utilized, and up to five new potential stations could be constructed in the Loma Linda/Redlands Area, the Pass Area, the Mid-Valley Area, the city of Indio, and the city of Coachella. A third main line track and associated infrastructure would augment the existing two main tracks along the entire Eastern Section of the Program Corridor from Colton to Coachella.

Figure 2. Map of Western Section - Build Alternative Option 1 (Selected Alternative), Build Alternative Option 2, and Build Alternative Option 3.

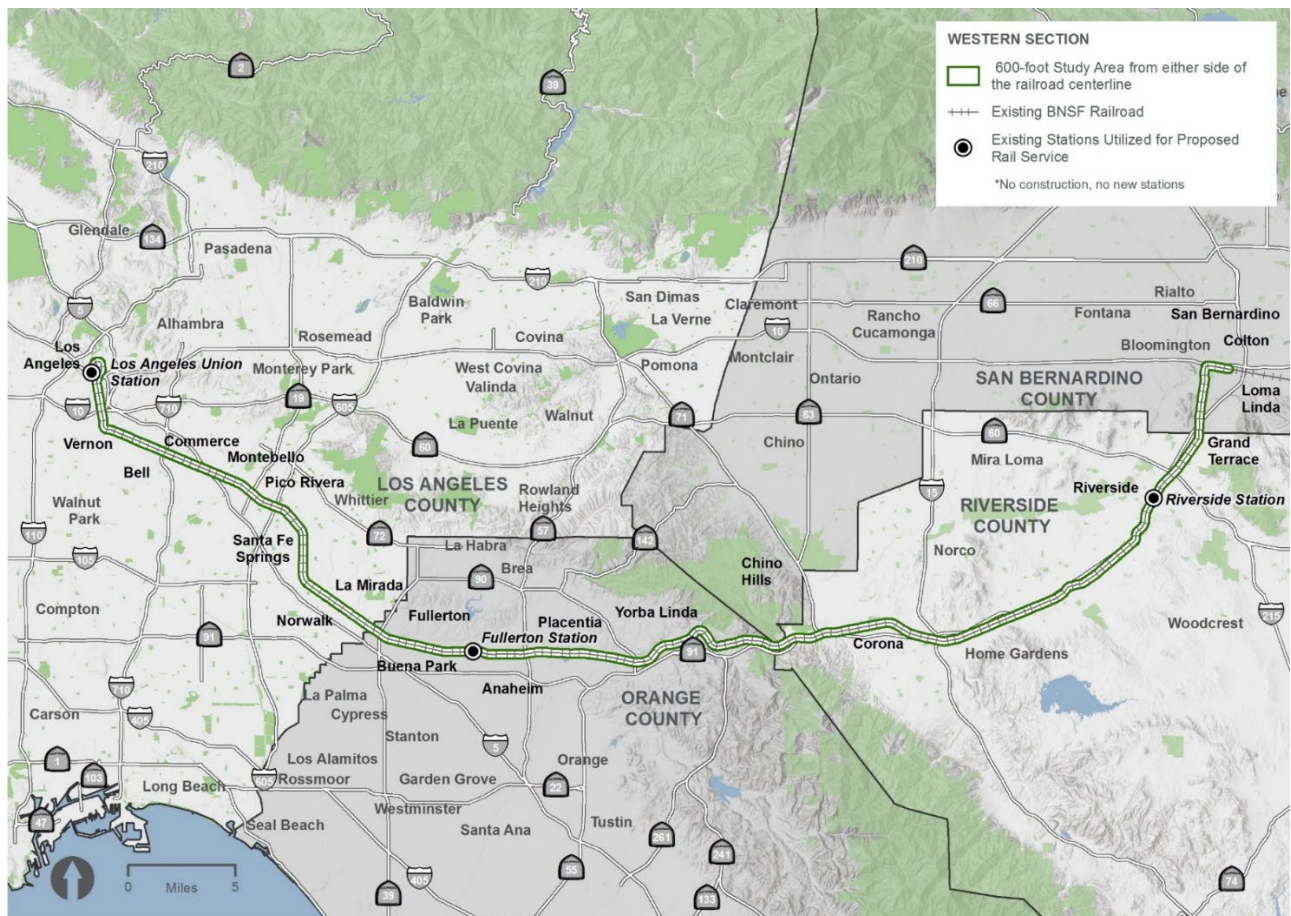
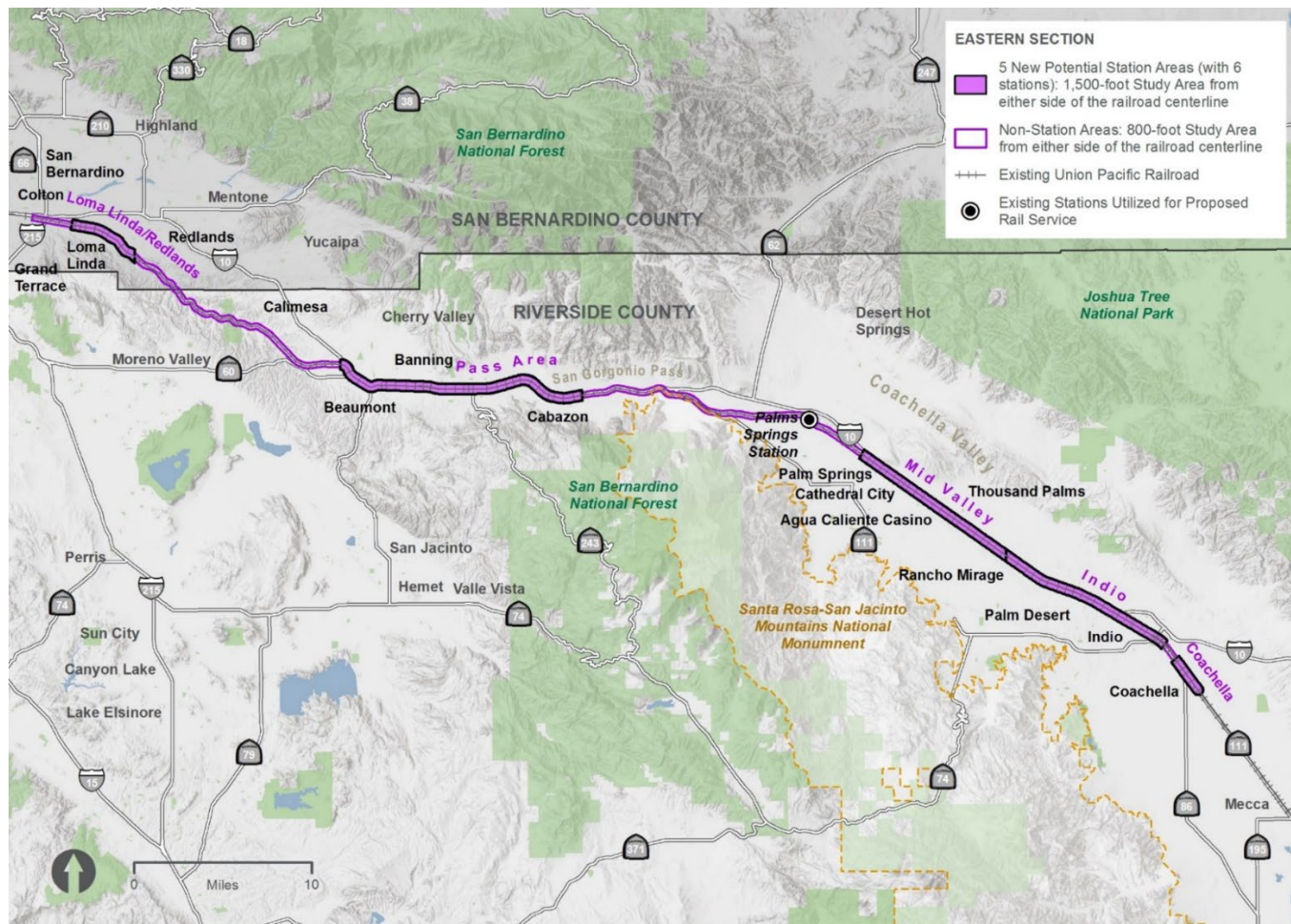
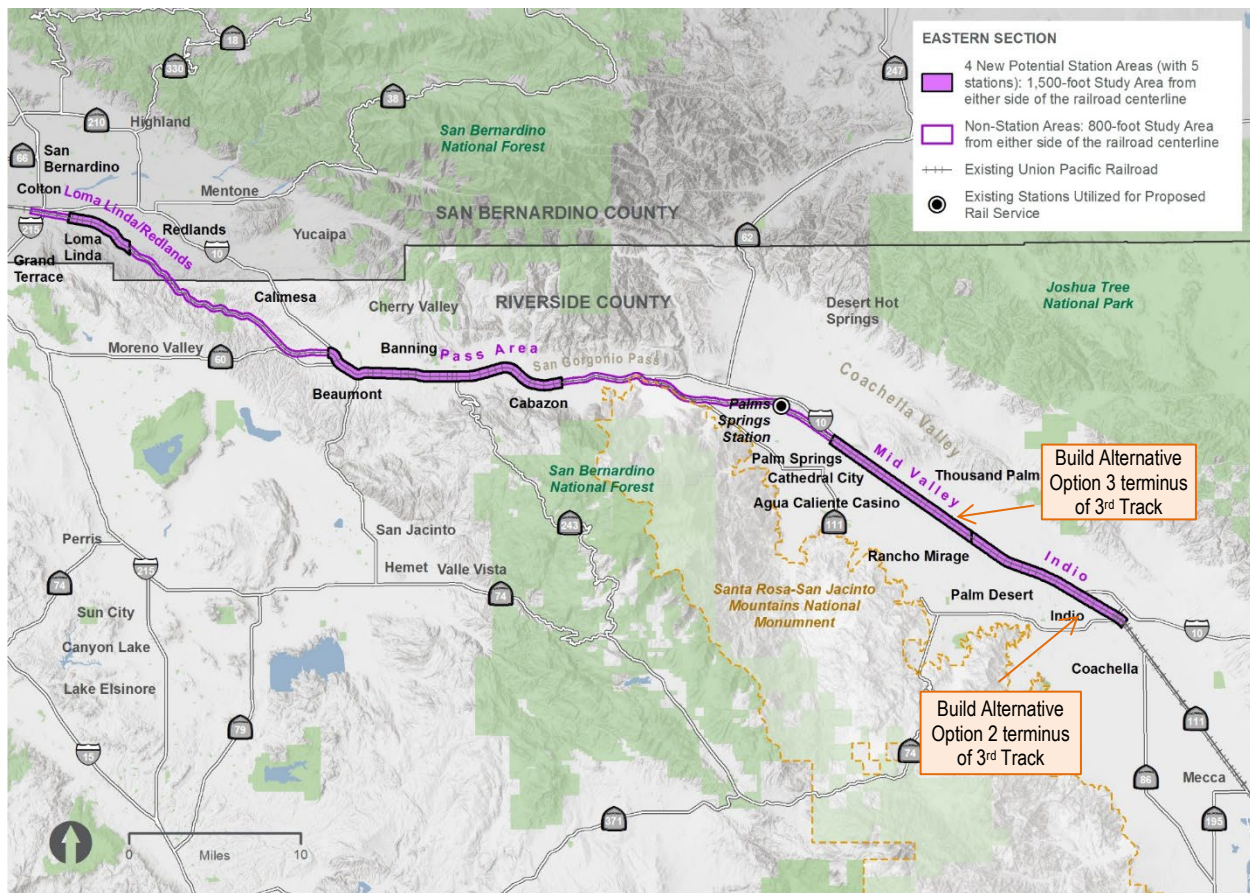


Figure 3. Map of Eastern Section - Selected Alternative: Build Alternative Option 1 (Coachella Terminus)



Build Alternative Option 2: Build Alternative Option 2 assumes up to two daily round passenger rail trips between LAUS and the city of Indio. As shown in Figure 2, no additional railroad infrastructure improvements would be required within the Western Section of the Program Corridor and existing stations in Fullerton and Riverside would be utilized. As shown in Figure 4, within the Eastern Section of the Program Corridor, the existing station in Palm Springs would be improved and utilized, and up to four new potential stations could be constructed in the Loma Linda/Redlands Area, the Pass Area, the Mid-Valley Area, and the city of Indio. A third main line track and associated infrastructure would augment the existing two main tracks along the entire Eastern Section of the Program Corridor from Colton to Indio.

Figure 4. Map of Eastern Section - Build Alternative Options 2 (3rd Track to Indio) and Option 3 (3rd Track to Mid Valley Station Area)



Build Alternative Option 3: Build Alternative Option 3 assumes up to two daily round passenger rail trips between LAUS and the city of Indio. As shown in Figure 2, no additional railroad infrastructure improvements would be required within the Western Section of the Program Corridor and existing stations in Fullerton and Riverside would be utilized. As shown in Figure 4, within the Eastern Section of the Program Corridor, the existing station in Palm Springs would be improved and utilized, and up to four new potential stations could be constructed in the Loma Linda/Redlands Area, the Pass Area, the Mid-Valley Area, and the city of Indio. A third main line track and associated infrastructure would augment the existing two main tracks along the Eastern Section of the Program Corridor from Colton to the proposed Mid-Valley Station Area.

The Build Alternative Options would provide improved passenger rail service to meet future intercity travel demand, improve rail facilities, reduce journey times, and improve connections with regional public transit services.

As noted above, Build Alternative Option 1, which is also the NEPA/CEQA Selected Alternative for FRA, Caltrans, and the Commission, includes a total Program Corridor distance of 144 miles and consists of a Western Section, terminating at LAUS, and an Eastern Section, terminating in the city of Coachella, the details of which are as follows:

Western Section - Under Build Alternative Option 1, existing rail infrastructure would be used in the Western Section of the Program Corridor, and no additional railroad infrastructure improvements would be required. LAUS would serve as the western terminus, while existing stations in the cities of Fullerton and Riverside would be utilized to support the proposed passenger rail service. No new stations or improvements to existing stations would be required to accommodate the proposed service within the Western Section of the Program Corridor.

Eastern Section - Under Build Alternative Option 1, potential new infrastructure improvements on the Eastern Section of the Program Corridor could include sidings, additional main line track, wayside signals, drainage, grade-separation structures, and station facilities to accommodate the proposed passenger rail service. As part of the SDP and Tier 1/Program EIS/EIR process, rail operations simulation modeling was conducted to identify potential infrastructure needs. Upon completion of the SDP and the Tier 1/Program EIS/EIR process, the specific infrastructure improvements would be determined and refined through coordination and additional consultations with UPRR, the Commission, Caltrans, and FRA prior to Tier 2/Project-level analysis (Figure 3).²

Potential rail infrastructure improvements and station facilities could include:

- Up to five new stations;
- A third main line track to augment the existing two-track main line along the Eastern Section of the Program Corridor to Coachella;
- Various crossovers connecting the existing main line tracks to the new third main line track;
- A new second Mt. Vernon connector track in Colton;
- A new siding at Loma Linda to allow passenger trains to meet, reducing delay;
- A new railroad bridge across the Santa Ana River; and
- Additional infrastructure components throughout the Program Corridor including, but not limited to, wayside signals, drainage structures, and grade-separation structures.

Under Build Alternative Option 1, the proposed passenger rail services within the Eastern Section of the Program Corridor would use the existing station in the city of Palm Springs. Additionally, up to five new potential stations could be constructed in the following areas: 1) Loma Linda/Redlands Area (serving the cities of Loma Linda and Redlands), 2) the Pass Area (serving the communities of Beaumont, Banning, and Cabazon), 3) the Mid-Valley Area (serving the communities of Cathedral City, Thousand Palms, Rancho Mirage, and Palm Desert), 4) the city of Indio, and 5) the city of Coachella as the eastern terminus of the Program Corridor.

² The Tier 2/Project-level process does not automatically follow the Tier 1/Program process, rather a project would be defined based on the Tier 1/Program EIS/EIR broad project scope and funded at that time. The Tier 2/Project-level process would be a separate environmental document and could be funded and led by an agency other than the FRA and the Commission, depending upon the source of funding.

Draft Tier 1/Program Environmental Impact Statement/Environmental Impact Report

The Draft Tier 1/Program EIS/EIR for the Program was distributed for public review from May 21, 2021, through July 6, 2021, in accordance with the Council on Environmental Quality's (CEQ) Regulations for Implementing NEPA (40 Code of Federal Regulations [CFR] Parts 1500–1508), FRA's Procedures for Considering Environmental Impacts (64 Federal Register [FR] 28545, May 26, 1999), and CEQA Guidelines Sections 15000 to 15387.

Comments that were received throughout the 45-day public comment period included comments from public agencies, organizations, and individuals. FRA, Caltrans, and the Commission received a total of 297 comment submissions during the 45-day public comment period, of which nine were from public agencies, 15 from private organizations, and 255 from individuals. FRA, Caltrans, and the Commission received an additional 18 verbal comment submissions during public hearings on June 22 and June 26, 2021. FRA, Caltrans, and the Commission received 10 comment letters after the close of the Draft Tier 1/Program EIS/EIR public comment period (i.e., after July 6, 2021); however, late comments were included in the response to comments as a courtesy.

FRA, Caltrans, and the Commission scheduled and hosted two virtual public hearings in order to explain the Program and the Draft Tier 1/Program EIS/EIR evaluation. The virtual public hearings for the Draft Tier 1/Program EIS/EIR occurred on June 22, 2021, and June 26, 2021, at 6:00 p.m. and 9:00 a.m., respectively.

All public responses were appreciated and will help to develop a more well balanced Program. Of the 307 comment submissions received, approximately 82 percent were generally supportive of the Program.

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, several "Master Responses" were prepared, each of which addresses broad topic areas and/or comment themes. If a Master Response was used to respond to an individual's comment, the commenter is directed to that Master Response. The following Master Responses were developed based on the volume of comment submissions received on the Draft Tier 1/Program EIS/EIR.

- Proposed Station Locations
- Conceptual Nature of Build Alternative Option Components
- Freight Train Volume Assumptions
- Noise Quiet Zones
- Program Implementation
- Train Trip Frequency
- Train Trip Duration
- Program Funding
- Program Timing
- Transit Connections
- Locomotive Technology
- Environmental Justice

Based on the receipt, review, and response to comments received on the Draft Tier 1/Program EIS/EIR, none of the comments received provides new information that warrants recirculation of the Draft Tier 1/Program EIS/EIR under CEQA nor preparation of a supplement under NEPA. In the context of the CEQA analysis, the comments do not identify new impacts that would result in a substantial increase in the severity of impacts and do not include feasible Program alternatives or mitigation strategies that are considerably different from those provided in the Draft Tier 1/Program EIS/EIR that are appropriate for a Tier 1/Program-level document.

Although several comments raised concerns regarding the proposed Program's impacts, including: a) potential for increases in freight rail traffic, b) proposed train trip frequency and train trip travel time, and c) specific environmental issues (i.e., noise and vibration, environmental justice, biological resources), the information contained in the Draft Tier 1/Program EIS/EIR and clarified as part of the response to comments effort sufficiently addresses these comments.

Pursuant to 40 Code of Federal Regulations (CFR) Part 1503.4(a) and 23 CFR Part 771.125, NEPA, and pursuant to the CEQA Guidelines, Section 15088(c), the lead agencies prepared responses to the comments submitted on the Draft Tier 1/Program EIS/EIR. These responses were issued with the Final Tier 1/Program EIS/EIR with the State of California Governor's Office of Planning and Research on June 9, 2022 (SCH# 2016101017) and published with the Federal Register on June 17, 2022 (FR Docket No. FRL OP-OFA-020).

Final Tier 1/Program Environmental Impact Statement/Environmental Impact Report

The primary purpose of the combined Record of Decision (ROD) and Final Tier 1/Program EIS/EIR was to provide an overview of the Tier 1/Program process, identify the alternatives considered by the lead agencies prior to coming to a decision, and provide substantive responses to those comments received during the public comment period (May 21, 2021 to July 6, 2021). The combined ROD and Final Tier 1/Program EIS/EIR contains the Tier 1/Program FEIS/EIR (Part 1), the Tier 1 ROD (Part 2), and the following Tier 1/Program FEIS/EIR appendices:

- Appendix A: Draft Tier 1/Program EIS/EIR and Appendices
- Appendix B: Public Outreach Summary Report
- Appendix C: Copies of all correspondence (including letters and emails) received from Federal, State, and local agencies, Native American Tribes, and the public during the Tier 1/Program DEIS/EIR public and agency comment period.
- Appendix D: Response to Comments on the Draft Tier 1/Program EIS/EIR provided in a comments and responses matrix.
- Appendix E: CEQA Mitigation Monitoring and Reporting Program

As stated above, on June 9, 2022, the Commission issued a Notice of Availability for the Final Tier 1/Program EIS/EIR with the State of California Governor's Office of Planning and Research as well as notification to various Project stakeholder contact databases, including those who commented on the Draft Tier 1/Program EIS/EIR. Copies of the Final Tier 1/Program EIS/EIR were also made available at the various public repositories throughout the Program Corridor. FRA also issued a ROD for the Final Tier 1/Program EIS/EIR and published the notice of FRA's approval of the Program with the Federal Register on June 17, 2022.

Following publication of the Final Tier 1/Program EIS/EIR, the Selected Alternative will be refined through additional planning and design to identify the appropriate implementation structure for the Program. Implementation options are expected to continue at the state and regional level with involvement from several regional agencies, local jurisdictions, key transportation stakeholders (e.g., Orange County Transportation Authority (OCTA), Los Angeles County Metropolitan Transportation Authority (LACMTA), San Bernardino County Transportation Authority (SBCTA), Southern California Regional Rail Authority (SCRRA), Amtrak, UPRR and BNSF Railways), and the public.

Implementation of the Selected Alternative, will depend on stakeholder feedback, availability of funding, and be informed by additional planning and design. The Program may be implemented in phases building off the Tier 1/Program EIS/EIR. If implementation of the Selected Alternative requires a Federal, state, or local agency to make a decision on proposed actions, including providing permits; financing, assisting, conducting, or approving projects or programs; issuing agency rules, regulations, plans, policies, or procedures; and making land management decisions, additional Tier 2/Project-level studies may be required for NEPA and CEQA clearance. These Tier 2/Project-level studies will be conducted in coordination with the applicable Federal, state, and local agency/agencies.

The Commission's Role as a Lead Agency

In the environmental process, the Program is considered a joint undertaking by FRA, Caltrans and the Commission and is subject to state and federal environmental review requirements. Program documentation has been prepared in compliance with both NEPA and CEQA (as described above). FRA and Caltrans are the joint lead agencies under NEPA and the Commission is the lead agency under CEQA.

The Commission is the lead agency for the Program under CEQA. Before the Commission may approve the Program, it must (1) make certain findings regarding the Program's potential significant impacts under State CEQA Guidelines Section 15091, (2) adopt a statement of overriding considerations that details how the Program's specific benefits outweigh its environmental impacts under State CEQA Guidelines Section 15093; and (3) adopt a mitigation monitoring and reporting program to mitigate or avoid the Program's potentially significant impacts on the environment under Public Resources Code Section 21081.6(a)(1). The CEQA Findings of Fact required by State CEQA Guidelines Section 15091 and the statement of overriding considerations under State CEQA Guidelines Section 15093 are both included as Exhibit A to Resolution No. 22-105. The mitigation monitoring and reporting program for the Program is included as Exhibit B to Resolution No. 22-105. Moreover, in reviewing the Final Tier 1/Program

EIS/EIR, the Commission must independently reach its conclusion on whether and how to approve the Program. The item before the Commission is to consider whether to certify the EIR and approve the Program in the Commission's role as CEQA lead agency.

Staff and the Commission's consultant team led the preparation of the environmental document in close coordination with FRA and Caltrans.

Recommendation

Staff recommends adoption of Resolution No. 22-015 *"Resolution of the Riverside County Transportation Commission Certifying the Final Tier 1/Program Environmental Impact Statement/Environmental Impact Report for the Coachella Valley-San Gorgonio Pass Rail Corridor Service Program, Adopting Findings of Fact under the California Environmental Quality Act, Adopting a Mitigation Monitoring and Reporting Program, Adopting a Statement of Overriding Considerations, and Approving the Program."* Based on the analysis and substantial evidence set forth in the Final Tier 1/Program EIS/EIR, and all other evidence in the administrative record, the facts and findings contained in the Attachment 1 Resolution No. 22-015, staff recommends the Commission adopt the resolution to: 1) Certify the Coachella Valley-San Gorgonio Pass Rail Corridor Service Program Final Tier 1/Program EIS/EIR; 2) Adopt the Mitigation Monitoring and Reporting Program; 3) Adopt the CEQA Findings of Facts and Statement of Overriding Considerations; 4) Approve the Program; and 5) Authorize the filing of a CEQA Notice of Determination.

Attachments:

- 1) Resolution No 22-015 *"Resolution of the Riverside County Transportation Commission Certifying the Final Tier 1/Program Environmental Impact Statement/Environmental Impact Report for the Coachella Valley-San Gorgonio Pass Rail Corridor Service Program, Adopting Findings of Fact under the California Environmental Quality Act, Adopting a Mitigation Monitoring and Reporting Program, Adopting a Statement of Overriding Considerations, and Approving the Program."*
- 2) Final Tier 1/Program EIS/EIR for the Coachella Valley – San Gorgonio Pass Rail Corridor Report (click on the link): <https://www.rctc.org/wp-content/uploads/2022/07/CV-Rail-Final-EIR-with-Appendices-A-E.pdf>
- 3) Public comments received between June 14 and July 6, 2022

**RESOLUTION NO. 22-015
RESOLUTION OF THE
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
CERTIFYING THE FINAL TIER 1/PROGRAM ENVIRONMENTAL IMPACT
STATEMENT/ENVIRONMENTAL IMPACT REPORT FOR THE COACHELLA VALLEY-SAN
GORGONIO PASS RAIL CORRIDOR SERVICE PROGRAM, ADOPTING FINDINGS OF FACT UNDER
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, ADOPTING A MITIGATION MONITORING
AND REPORTING PROGRAM, ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS;
AND APPROVING THE PROGRAM**

WHEREAS, the Riverside County Transportation Commission (Commission), in coordination with the Federal Railroad Administration (FRA) and the California Department of Transportation (Caltrans), has been working to develop the Coachella Valley-San Gorgonio Pass Rail Corridor Service Program (Project), which seeks to improve and provide passenger rail service between Los Angeles Union Station and the Coachella Valley; and

WHEREAS, the Commission is the lead agency for the Project under the California Environmental Quality Act (CEQA), and the FRA and Caltrans are the lead agencies under the National Environmental Policy Act (NEPA); and

WHEREAS, the FRA, Caltrans, and the Commission utilized a tiered environmental process for the Project, which is a phased approach to environmental review used in the development of complex projects (as provided in 40 Code of Federal Regulations [CFR] 1508.28 and 14 California Code of Regulations [CCR] 15152); and

WHEREAS, the tiered NEPA/CEQA review and decision-making process allows for a broad-level programmatic decision with a first-tier EIS and a programmatic EIR, which will be followed by more specific analyses and decisions through one or more second-tier NEPA/CEQA evaluations, as applicable, in the future; and

WHEREAS, a Notice of Intent and Notice of Preparation for a Joint Programmatic Environmental Impact Statement (EIS) /Environmental Impact Report (EIR) (Tier 1/Program EIS/EIR) for the Project was issued on or about October 6, 2016; and

WHEREAS, EIS/EIR Scoping Meetings were held on October 12, 2016, October 13, 2016 and October 17, 2016 to solicit input and receive comments regarding the scope of issues to be addressed in the Tier 1/Program EIS/EIR; and

WHEREAS, a Draft Tier 1/Program Environmental Impact Statement/Environmental Impact Report (Draft EIS/EIR) (State Clearinghouse Number 2016101017) was prepared for agency and public review, and the Draft EIS/EIR was circulated for public comment from May 21, 2021 through July 6, 2021; and

WHEREAS, FRA, Caltrans, and the Commission hosted two virtual public hearings to explain the Program and the Draft EIS/EIR, and these hearings were held on June 22, 2021 and June 26, 2021; and

WHEREAS, over three-hundred (300) comment submissions were received on the Tier 1/Program Draft EIS/EIR; and

WHEREAS, the Commission, FRA, and Caltrans have evaluated the comments regarding the Draft EIS/EIR that have been received from agencies, organizations, and individuals, and responses to these comments have been prepared; and

WHEREAS, a Final Tier 1/Program Environmental Impact Statement/Environmental Impact Report (Final Tier 1/Program EIS/EIR), incorporating responses to comments on the Draft EIS/EIR, was issued on June 9, 2022; and

WHEREAS, the complete Final Tier 1/Program EIS/EIR consists of the May 2021 Draft EIS/EIR, all technical studies and appendices prepared in connection with the Draft EIS/EIR, comments received on the Draft EIS/EIR, responses to those comments, a CEQA Mitigation and Monitoring and Reporting Program (MMRP), and all documents and resources referenced and incorporated by reference in the Final EIS/EIR; and

WHEREAS, the Tier 1/Program Final EIS/EIR has been completed in compliance with CEQA (Pub. Resources Code, § 21000, et seq.) and the State CEQA Guidelines (14 Cal. Code Regs. Section 15000 et seq.) and local procedures adopted pursuant thereto; and

WHEREAS, the Preferred Alternative for the Project outlined in the Final Tier 1/Program EIS/EIR, also known as Build Alternative Option 1, would provide intercity passenger rail service between Los Angeles Union Station (LAUS) in Los Angeles and the City of Coachella to provide more travel choices in the 144-mile-long Coachella Valley-San Geronimo Pass Rail Corridor (Program Corridor); and

WHEREAS, in June 2022, FRA, as the NEPA lead agency, issued a Record of Decision (ROD) for the Project; and

WHEREAS, pursuant to Public Resources Code section 21092.5, the Commission, FRA, and Caltrans provided copies of responses to timely commenting public agencies at least ten (10) days before the Commission's July 13, 2022 hearing regarding the Tier 1/Program Final EIS/EIR; and

WHEREAS, on July 13, 2022, the Commission conducted a duly-noticed public hearing for the Final Tier 1/Program EIS/EIR and the Project; and

WHEREAS, all the requirements of the Public Resources Code and the State CEQA Guidelines have been satisfied by the Commission in connection with the preparation of the Final Tier 1/Program EIS/EIR, which is sufficiently detailed so that all of the potentially significant environmental effects of the Project, as well as feasible alternatives and mitigation measures, have been adequately evaluated; and

WHEREAS, the findings and conclusions made by the Commission in this Resolution are based not only on the information provided in this Resolution, but also on the oral and written evidence presented as well as the entirety of the administrative record for the Project, which is incorporated herein by this reference; and

WHEREAS, the Commission has prepared (a) CEQA Findings of Fact under State CEQA Guidelines section 15091 and a Statement of Overriding Considerations under State CEQA Guidelines section 15093, which are attached hereto as Exhibit A and incorporated herein by this reference as though set forth in full, and (b) a Mitigation Monitoring and Reporting Program, which is attached to the Final Tier 1/Program EIS/EIR as Appendix E and incorporated herein by this reference as though set forth in full; and

WHEREAS, prior to taking action, the Commission has heard, been presented with, reviewed, and considered all of the information and data in the administrative record, including but not limited to the Draft EIS/EIR, Final Tier 1/Program EIS/EIR, CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program, and all oral and written evidence presented to the Commission during all meetings and hearings; and

WHEREAS, the Final Tier 1/Program EIS/EIR reflects the independent judgment of the Commission and is deemed adequate for purposes of making decisions on the merits of the Project; and

WHEREAS, no comments made in the public hearing conducted by the Commission and no additional information submitted to the Commission have produced substantial new information requiring recirculation of the Final Tier 1/Program EIS/EIR or additional environmental review of the Project under State CEQA Guidelines section 15088.5; and

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

NOW, THEREFORE, THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The recitals above are true and correct and are incorporated into this Resolution by reference as findings of fact.

Section 2. Compliance with the Environmental Quality Act. As lead agency for the Project under CEQA, the Commission has reviewed and considered the Final Tier 1/Program EIS/EIR for the Project (State Clearinghouse Number 2016101017), along with all oral and written comments received and the administrative record (the Record). The Commission hereby finds and determines that the Final Tier 1/Program EIS/EIR has been completed in compliance with CEQA, and that it contains a complete and accurate reporting of the environmental impacts of the Project as a whole. The Commission hereby further finds and determines that the Final Tier 1/Program EIS/EIR has been completed in compliance with CEQA and the State CEQA Guidelines. The Commission further finds and determines that the Final Tier 1/Program EIS/EIR reflects the Commission's independent judgment and analysis.

Section 3. Certification of the Final Tier 1/Program EIS/EIR. The Commission hereby certifies the Final Tier 1/Program EIS/EIR prepared for the Project. The Final Tier 1/Program EIS/EIR is incorporated herein by reference as if fully set forth herein.

Section 4. Findings of Fact and Statement of Overriding Considerations. Based on the substantial evidence set forth in the Record, the Commission hereby adopts CEQA Findings of Fact under State CEQA Guidelines section 15091 and a Statement of Overriding Considerations under State CEQA Guidelines section 15093. The Findings of Fact and Statement of Overriding Considerations are attached hereto as Exhibit A and incorporated herein by reference as if fully set forth herein.

Section 5. Approval of Mitigation Monitoring and Reporting Program. Pursuant to Public Resources Code section 21081.6, the Commission hereby adopts the Mitigation Monitoring and Reporting Program (MMRP), which is attached to the Final Tier 1/Program EIS/EIR as Appendix E and incorporated herein by this reference. To the extent there is any conflict between the MMRP, the Final Tier 1/Program EIS/EIR, or the Findings of Fact, the terms and provisions of the MMRP shall control.

Section 6. Approval of Project. The Commission hereby approves the Preferred Alternative outlined in the Final Tier 1/Program EIS/EIR, also known as Build Alternative Option 1.

Section 6. Notice of Determination. The Commission directs staff to file a Notice of Determination with the Riverside County, Los Angeles County, Orange County, and San Bernardino County Clerk's Office within five (5) working days of adoption of this Resolution.

Section 7. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Resolution and the above findings have been based are located at the Riverside County Transportation Commission, 4080 Lemon Street, 3rd Floor, Riverside, California 92502.

APPROVED AND ADOPTED this 13th day of July, 2022.

V. Manuel Perez, Chair
Riverside County Transportation Commission

ATTEST:

Lisa Mobley, Clerk of the Board
Riverside County Transportation Commission



CEQA Findings of Fact and Statement of Overriding Considerations

Coachella Valley-San Gorgonio Pass Rail
Corridor Service Program

June 2022

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Abbreviations/Acronyms

ACS	American Community Survey
CEQA	California Environmental Quality Act
EIR	environmental impact report
EIS	environmental impact statement
FRA	Federal Railroad Administration
LAUS	Los Angeles Union Station
NEPA	National Environmental Policy Act
Program	Coachella Valley-San Gorgonio Pass Corridor Service Program
Program Corridor	Coachella Valley-San Gorgonio Pass Rail Corridor
RCTC	Riverside County Transportation Commission
ROW	right-of-way
SDP	Service Development Plan
U.S.	United States
Uniform Act	Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

1 Introduction

The California Environmental Quality Act (CEQA) requires that a Lead Agency issue two sets of findings prior to approving a project that will generate a significant impact on the environment. The Statement of Facts and Findings is the first set of findings where the Lead Agency identifies the significant impacts, presents facts supporting the conclusions reached in the analysis, makes one or more of three findings for each impact, and explains the reasoning behind the agency's findings.

The following statement of facts and findings has been prepared in accordance with the California Environmental Quality Act (CEQA) and Public Resources Code (PRC) Section 21081. CEQA Guidelines Section 15091 (a) provides that:

No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding.

There are three possible finding categories available for the Statement of Facts and Findings pursuant to Section 15091 (a) of the CEQA Guidelines.

(1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

(2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

(3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

The Statement of Overriding Considerations is the second set of findings. Where a project will cause unavoidable significant impacts, the Lead Agency may still approve a project if its benefits outweigh the adverse impacts. Further, as provided in Section 5, Statement of Overriding Considerations, the Lead Agency sets forth specific reasoning by which benefits are balanced against effects, and approves the project.

The Riverside County Transportation Commission (RCTC), as the CEQA Lead Agency, finds and declares that the proposed *Coachella Valley-San Geronimo Pass Rail Corridor Service Program* (Program) Environmental Impact Report (EIR) State Clearinghouse No. 2016101017 has been

completed in compliance with CEQA and the CEQA Guidelines. RCTC finds and certifies that the EIR was reviewed, and information contained in the EIR was considered prior to approving the proposed Program.

Based upon its review of the EIR, the Lead Agency finds that the EIR is an adequate assessment of the potentially significant environmental impacts of the proposed Program, represents the independent judgment of RCTC, and sets forth an adequate range of alternatives to this Program.

2 Program Summary

2.1 Description of the Program Proposed for Approval

FRA's, Caltrans', and RCTC's Preferred Alternative is Build Alternative Option 1. The Preferred Alternative consists of the existing route traveled by Amtrak Sunset Limited trains between Los Angeles and the Coachella Valley. As identified in the Tier 1/Program EIS/EIR, Los Angeles Union Station (LAUS) would serve as the western terminus while existing stations in the cities of Fullerton and Riverside would be utilized to support the proposed passenger rail service. No new stations or improvements to existing stations would be required to accommodate the proposed service within the Western Section of the Program Corridor. In addition, existing rail infrastructure would be used in the Western Section of the Program Corridor and no additional railroad infrastructure would be required in the Western Section.

Under the Preferred Alternative, potential new infrastructure improvements on the Eastern Section of the Program Corridor could include sidings, additional main line track, wayside signals, drainage, grade-separation structures, and station facilities to accommodate the proposed passenger rail service. In addition, the proposed passenger rail services within the Eastern Section of the Program Corridor would use the existing station in the City of Palm Springs and up to five new potential stations could be constructed in the following areas: 1) Loma Linda/Redlands Area (serving the Cities of Loma Linda and Redlands), 2) the Pass Area (serving the communities of Beaumont, Banning, and Cabazon), 3) the Mid-Valley Area (serving the communities of Cathedral City, Thousand Palms, the Agua Caliente Casino area, Rancho Mirage, and Palm Desert), 4) the City of Indio, and 5) the City of Coachella as the eastern terminus of the Program Corridor.

2.2 Program Purpose and Objectives

As identified in the Draft Tier 1/Program EIS/EIR (DEIS/EIR pg. 1-7), the Program's Purpose is to implement a safe, reliable, and convenient intercity passenger rail service in the Program Corridor with the capability to meet the future mobility needs of residents, businesses, and visitors and meet the following objectives:

1. Provide travelers between the Los Angeles Basin and the Coachella Valley with a public transportation service that offers more convenient, reliable, and competitive trip times, better station access, and more frequency than currently available public transportation services
2. Provide travelers between the Los Angeles Basin and the Coachella Valley with an alternative to driving that offers reliable travel schedules

3. Provide travelers between the Los Angeles Basin and the Coachella Valley with an affordable transportation service
4. Serve a range of trip purposes traveling between the Los Angeles Basin and the Coachella Valley, particularly including business and personal trips
5. Improve regional travel opportunities between the Los Angeles Basin and the Coachella Valley for individuals without private vehicles
6. Serve the expected population growth in the Los Angeles Basin and the Coachella Valley
7. Assist regional agencies in meeting air pollution and greenhouse gas (GHG) emission reduction targets as mandated in state and federal regulations

2.3 Program Need

The Program is needed to address the absence of effective transportation alternatives to personal automobile travel between coastal regions of Southern California (e.g., Los Angeles and Orange Counties) and cities in the Inland Empire (e.g., City of Riverside) and the Coachella Valley (e.g., Cities of Coachella, Indio, Palm Springs), the projected increase in travel demand in the Program Corridor resulting from population and employment growth, and the increasing unreliability of existing transportation systems within the Program Corridor.

As identified in the Draft Tier 1/Program EIS/EIR (DEIS/EIR pg. 1-8), the Program Corridor currently faces substantial mobility challenges that are likely to continue. Based on population and travel forecasts, as well as the amount of available open land within the Program Corridor, population, employment, and tourism activity is expected to continue to grow in the future; however, opportunities to increase the carrying capacity of the region's roadway network are limited. The two primary transportation and mobility challenges within the Program Corridor include the following:

1. For interregional travel between the Los Angeles Basin and the Coachella Valley, travelers are required to drive through Interstate (I) 10 through the San Geronimo Pass. There are limited public transportation options; therefore, people who cannot afford to own and operate a private vehicle, or choose not to, have limited ability to travel between the regions, and people who might prefer not to drive do not have a viable alternative. The lack of available transportation options leaves the Program Corridor underserved, yet travel demand is expected to increase in the future.

2. Congested highway conditions in the Los Angeles Basin cause delays and highway travel unreliability for longer distance corridor driving trips. Emergency closures of I 10 through San Gorgonio Pass further undermine the reliability of the Program Corridor's transportation system. Future growth will result in more congestion and even longer travel times, causing more highway travel unreliability; thus, driving is an increasingly unattractive and inconvenient mode of travel through the Program Corridor.

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3 Procedural Findings

Based on the nature and scope of the *Coachella Valley-San Geronimo Pass Rail Corridor Service Program*, RCTC determined, based on substantial evidence, that the Program may have a significant effect on the environment and prepared a Tier 1/Program Environmental Impact Statement/Environmental Impact Report (EIR), State Clearinghouse No. 2016101017, in coordination with the California Department of Transportation (Caltrans) and the Federal Railroad Agency (FRA). The Program EIR was prepared, noticed, published, circulated, reviewed, and completed in full compliance with CEQA (PRC Sections 2100 et seq. and the CEQA Guidelines (14 California Code of Regulations Sections 1500 et. seq.), as follows:

- Pursuant to the provision of Section 15082 of the CEQA Guidelines, as amended, RCTC circulated a Notice of Preparation (“NOP”) to State Clearinghouse, responsible agencies, and other interested parties for a 30-day period. The NOP was submitted to the State Clearinghouse on October 6, 2016. A notice advising of the availability of the NOP was posted by the Los Angeles County Clerk, Orange County Clerk, San Bernardino County Clerk, and Riverside County Clerk. In addition, three scoping meetings were held at three locations (Indio, Riverside, and Los Angeles) during the NOP comment period to educate the public on the purposed and need for the Program, share the history of the Program, outline the Program benefits, highlight the Program elements, explain next steps, and gather public comments pursuant to the requirements of Section 15082(c)(1) of the CEQA Guidelines.
- RCTC circulated the Draft Program EIR from May 21, 2021 to July 6, 2021. A notice advising of the availability of the Draft Program EIR was posted by Los Angeles County Clerk, Orange County Clerk, San Bernardino County Clerk, and Riverside County Clerk. The Notice of Availability of the Draft Program EIR was circulated to the State Clearinghouse, responsible agencies, and other interested parties on May 21, 2021.
- A total of 279 comment letters were received during the 45 -day public comment period. An additional 18 verbal comments were received during public hearings conducted on June 22 and June 26, 2021. Ten comment letters were received after the close of the public comment period (i.e., after July 6, 2021). Responses to these ten comment letters received after the close of the public comment period are included as a courtesy. RCTC prepared responses to all written and verbal comments. The comments and responses are contained in Appendix C and Appendix D, respectively, of the Final Program EIR.

- In accordance with the provisions of PRC Section 21092.5, RCTC has provided a written proposed response to each commenting public agency no less than 10 days prior to the proposed certification date of the Final EIR.

4 Independent Judgement and Finding

RCTC is the Lead Agency for the preparation of the EIR, as defined by CEQA PRC Section 21067 as amended. RCTC's Board of Commissioners has received and reviewed the EIR prior to certifying the EIR and prior to making any decision to approve or disapprove the Program. All findings set forth herein are based on substantial evidence in the record as indicated with respect to each specific finding.

4.1 Findings Regarding Less than Significant Impacts where No Mitigation is Required

Consistent with PRC Section 21002.1 and State CEQA Guidelines Section 15128, the Draft Tier 1/Program EIS/EIR focused its analysis on potentially significant impacts, and limited discussion of other impacts for which it can be seen with certainty that there is no potential for significant adverse environmental impacts. State CEQA Guidelines Section 15091 does not require specific findings to address environmental effects that an EIR identifies as "no impact" or a "less than significant" impact. Nevertheless, RCTC's Board of Commissioners hereby finds that the Program would have either no impact or a less than significant impact to the following resource topics:

4.1.1 Aesthetics

Scenic Resources within a State Scenic Highway

Threshold: Would the Project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

Findings: No impact (Draft Tier 1/Program EIS/EIR, pp. 3.4-30 through 3.4-31)

Explanation: There are no designated scenic highways within the Program Corridor. Therefore, construction and operation of the Program would not damage or obstruct any scenic resource (e.g., trees, rock outcroppings, or historic buildings) within a state scenic highway (Draft Tier 1/Program EIS/EIR, pp. 3.4-5 through 3.4-6). For these reasons and for the reasons discussed in the Draft Tier 1/Program EIS/EIR, the Program would not substantially damage scenic resources within a state scenic highway, and no mitigation is required (Draft EIR, pp. 3.4-30 and 3.4-31).

4.1.2 Agriculture and Forestry Resources

Forestland Zoning

Threshold: Would the Program conflict with existing zoning for, or cause rezoning of, forest land (as defined in PRC Section 12220(g)), timberland (as defined by PRC Section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

Findings: No impact (Draft Tier 1/Program EIS/EIR, p. 3.2-42)

Explanation: There are no forest lands (as defined in PRC Section 12220(g)), timberland (as defined by PRC Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g)) within the Program Corridor. Therefore, construction and operation of the Program would not conflict with existing zoning for, or cause rezoning of, forest land (as defined in PRC Section 12220(g)), timberland (as defined by PRC Section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)) (Draft Tier 1/Program EIS/EIR, pp. 3.2-24). For these reasons and for the reasons discussed in the Draft Tier 1/Program EIS/EIR, the Program would not conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production, and no mitigation is required (Draft EIR, pp. 3.2-42).

Loss of Forest Land

Threshold: Would the Program result in the loss of forest land or conversion of forest land to non-forest use?

Findings: No impact (Draft Tier 1/Program EIS/EIR, pp. 3.2-43)

Explanation: There are no forest lands (as defined in PRC Section 12220(g)), timberland (as defined by PRC Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g)) within the Program Corridor. Therefore, construction and operation of the Program would not result in the loss of forest land or conversion of forest land to non-forest use (Draft Tier 1/Program EIS/EIR, pp. 3.2-24). For these reasons and for the reasons discussed in the Draft Tier 1/Program EIS/EIR, the Program would not result in the loss of forest land or conversion of forest land to non-forest use, and no mitigation is required (Draft EIR, pp. 3.2-43).

4.1.3 Air Quality

Air Quality Management Plan Consistency

Threshold: Would the Program conflict with or obstruct implementation of the applicable air quality plan?

Findings: Less than significant impact (Draft Tier 1/Program EIS/EIR, pp. 3.5-17 through 3.5-25)

Explanation: The SCAQMD Air Quality Management Plan is a regional blueprint for achieving air quality standards and healthful air through various measures, such as trip reduction strategies, vehicle substitution, VMT reduction, and technological improvements. While construction activities may generate localized air quality emissions, construction of the Program would result in the operation of an enhanced passenger rail system. Operation of an enhanced passenger rail system within the Program Corridor would reduce VMTs within the region, which would have a corresponding reduction in air quality emissions generated. Since the Program would improve regional air quality through VMT reductions and technological improvements, the Project would not conflict with or obstruct implementation of the SCAQMD Air Quality Management Plan (Draft Tier 1/Program EIS/EIR, pp. 3.5-17 through 3.5-19). For these reasons and for the reasons discussed in the Draft Tier 1/Program EIS/EIR, the Program would not conflict with or obstruct implementation of the applicable air quality plan, and no mitigation is required (Draft EIR, p. 3.5-33).

Odors

Threshold: Would the Program result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Findings: Less than significant impact (Draft Tier 1/Program EIS/EIR, pp. 3.5-17 through 3.5-25)

Explanation: Construction activities may generate odors from construction equipment and vehicles (e.g., diesel exhaust). However, these impacts would be short term and limited in extent at any given time and range. Therefore, less than significant impacts are anticipated. Operation of the Program would generate odors from the operation of the additional passenger rail trains and the continued operation of the existing station facilities. However, these types of uses and generation of odors already occur within the Program Corridor. The types of uses are not within a category of land uses that are associated with objectionable odors (Draft Tier 1/Program EIS/EIR, p. 3.5-25). Therefore, less than significant impacts are anticipated. For these reasons and for the reasons discussed in the Draft Tier 1/Program EIS/EIR, the Program would not result in significant impacts pertaining to other emissions (such as those leading to odors) adversely affecting a substantial number of people, and no mitigation is required (Draft EIR, pp. 3.5-38).

4.1.4 Cultural Resources

Human Remains

Threshold: Would the Program disturb any human remains, including those interred outside of dedicated cemeteries?

Findings: Less than significant impact (Draft Tier 1/Program EIS/EIR, pp. 3.13-50)

Explanation: The potential for the inadvertent discovery of human remains during construction ground disturbing activities exists. However, implementation of requirements and procedures contained in California Health and Safety Code Section 7050.5 and Section 7052 and PRC Section 5097 would reduce these potential impacts to a level that is considered less than significant. For these reasons and for the reasons discussed in the Draft Tier 1/Program EIS/EIR, any potential disturbance of human remains, including those interred outside of dedicated cemeteries, during Program construction and operation would be less than significant, and no mitigation is required (Draft EIR, pp. 3.13-59 and 3.13-60).

4.1.5 Energy

Conflict with Energy Plans

Threshold: Would the Program conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Findings: No impact (Draft Tier 1/Program EIS/EIR, pp. 3.12-50 and 3.12-51)

Explanation: Overall, the Build Alternative Options are expected to result in energy savings relative to the No Build Alternative because the primary source of energy consumption for the Program (i.e., train propulsion) is more efficient than personal single occupancy vehicles. In the Western Section, existing infrastructure and stations would be utilized, so energy savings would be greatest in this section. In the Eastern Section of the Program Corridor, new rail infrastructure improvements and station facilities would be constructed and operated, resulting in additional increases in energy consumption. As such, energy consumption in the Eastern Section would be higher than in the Western Section, and the net savings would be lower (Draft Tier 1/Program EIS/EIR, pp. 3.12-38). However, implementation of the Program would support state and local plans for energy efficiency (Draft Tier 1/Program EIS/EIR, pp. 3.12-51) by reducing VMT (and associated fuel consumption) through shifting travel modes within the Program Corridor from automobiles to passenger rail. For these reasons and for the reasons discussed in the Draft Tier 1/Program EIS/EIR, the Program

would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency, and no mitigation is required (Draft EIR, pp. 3.12-50 and 3.12-51).

4.1.6 Geology and Soils

Septic Tanks

Threshold: Would the Program have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

Findings: No impact (Draft Tier 1/Program EIS/EIR, pp. 3.10-72 and 3.10-73)

Explanation: During construction activities, the contractor would provide portable toilets on site, which would then be removed from the site on a regular basis for off-site servicing at an approved wastewater handling facility. Therefore, the use of alternative wastewater disposal systems is not anticipated during construction (Draft Tier 1/Program EIS/EIR, pp. 3.10-72 and 3.10-73). During operation, the increase in train service (two additional round trip daily trains within the Program Corridor) would not change existing land uses such that the need for alternative wastewater disposal systems would be warranted. The operation of maintenance and station facilities would generate wastewater; however, it is anticipated that these facilities would be connected to the local wastewater facility system and not to septic tanks or alternative wastewater disposal systems (Draft Tier 1/Program EIS/EIR, pp. 3.10-72 and 3.10-73). For these reasons and for the reasons discussed in the Draft Tier 1/Program EIS/EIR, the Program would have no impact on soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater, and no mitigation is required (Draft Tier 1/Program EIS/EIR, pp. 3.10-72 and 3.10-73).

4.1.7 Greenhouse Gas Emissions

Conflicts with Applicable Plans, Policies, and Regulations

Threshold: Would the Program conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Findings: Less than significant impact (Draft Tier 1/Program EIS/EIR, pp. 3.5-40 and 3.5-41)

Explanation: The generation of GHG emissions from each construction project would be short term. Construction activities would be required to comply with applicable local, state, and federal regulations, in addition to the implementation of identified BMPs, to minimize GHG emissions and construction effects. While construction activities may generate GHG emissions, construction of the

Program under the Build Alternative Options would result in the operation of an enhanced passenger rail system within the Program Corridor. The operation of the enhanced passenger rail system would reduce VMTs within the region, which would have a corresponding reduction in GHG emissions generated. Since the Program is anticipated to result in beneficial GHG emission reductions through VMT reductions and technological improvements, the Program would not conflict with or obstruct implementation of the plans, policies, or programs associated with GHG reduction efforts. Less than significant impacts are anticipated (Draft EIR, pp. 3.5-25 through and 3.5-29). For these reasons and for the reasons discussed in the Draft Tier 1/Program EIS/EIR, the Program would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases, and no mitigation is required (Draft EIR, pp. 3.5-40 and 3.5-41).

4.1.8 Utilities and Service Systems

Landfill Capacity

Threshold: Would the Program generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Findings: Less than significant impact (Draft Tier 1/Program EIS/EIR, pp. 3.12-46 and 3.12-47)

Explanation: Construction activities would be required to adhere to the local jurisdictions' goals and regulations associated with solid waste disposal and recycling. Although construction activities under any of the Build Alternative Options could increase the generation of solid waste, appropriate construction waste disposal and recycling methods per the local jurisdiction's goals and regulations would be used to minimize the amount of solid waste that would be transported to a solid waste facility. During Program operation, the increase in train service (two additional round trip daily trains within the Program Corridor) would not change existing land uses and would not result in significant increases in generation of solid waste or require new or additional solid waste facilities (Draft Tier 1/Program EIS/EIR, pp. 3.12-33 through 3.12-35). For these reasons and for the reasons discussed in the Draft Tier 1/Program EIS/EIR, the Program would not generate solid waste in excess of the capacity of local infrastructure, and no mitigation is required (Draft EIR, pp. 3.12-46 and 3.12-47).

Solid Waste

Threshold: Would the Program comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Findings: Less than significant impact (Draft Tier 1/Program EIS/EIR, pp. 3.12-48 and 3.12-49)

Explanation: Construction activities would be required to adhere to the local jurisdictions' goals and regulations associated with solid waste disposal and recycling. Although construction activities under any of the Build Alternative Options could increase the generation of solid waste, appropriate construction waste disposal and recycling methods per the local jurisdiction's goals and regulations would be used to minimize the amount of solid waste that would be transported to a solid waste facility to a level that is considered less than significant. Therefore, construction activities are unlikely to conflict with federal, state, or local regulations related to solid waste (Draft EIR, pp. 3.12-48). During Program operation, the increase in train service (two additional round trip daily trains within the Program Corridor) would not change existing land use and would not result in new generation of solid waste that would conflict with solid waste regulations (Draft Tier 1/Program EIS/EIR, pp. 3.12-48). For these reasons and for the reasons discussed in the Draft Tier 1/Program EIS/EIR, the Program would comply with federal, state, and local management and reduction statutes and regulations related to solid waste, and no mitigation is required (Draft Tier 1/Program EIS/EIR, pp. 3.12-48).

4.2 Findings Regarding Impacts Mitigated to a Level that is Less than Significant

Having received, reviewed, and considered the information in the Tier 1/Program EIS/EIR for the Program, as well as the supporting administrative record, the Commission hereby makes findings pursuant to, and in accordance with, PRC Sections 21081, 21081.5, and 21081.6. The following findings have been made for the significant environmental effects identified in the Draft Tier 1/Program EIS/EIR relating to aesthetics, air quality, biological resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise and vibration, population and housing, public services, recreation, transportation, utilities, and wildfire.

The Commission hereby finds that feasible mitigation strategies have been identified in the Draft Tier 1/Program EIS/EIR and this Resolution that will avoid or substantially lessen the following potentially significant environmental impacts to a level of less than significant. The potentially significant impacts and proposed mitigation strategies are described below.

4.2.1 Biological Resources

Federally Protected Wetlands

Threshold: Would the Program have a substantial adverse effect on state or federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.7-33 through 3.7-34). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: The Eastern Section of the Program Corridor would require infrastructure improvements such as sidings, additional main line track, wayside signals, drainage, grade separation structures, and stations to accommodate the proposed service; however, the location of these improvements has not yet been identified at the Tier 1/Program level. Construction activities associated with the Eastern Section could include vegetation removal; ground clearing; placement of fill material; new, replaced, or extended culverts; and station facility development. These type of construction activities could result in short term/temporary effects associated with the temporary disturbance of wetland areas and functions.

Waterbodies that may run parallel to the Eastern Section route, such as San Timoteo Creek, could be affected by longer stretches of cut, fills, or diversions required to construct ballast, embankments, drainage slopes, or other railway or station infrastructure components. Waterbodies adjacent to the Eastern Section route may also be relocated or even truncated to accommodate the new railway and station infrastructure. The placement of fill required for major infrastructure, such as sidings, spurs, yards, and stations, could further increase effects within jurisdictional waters and wetland areas. Effects on jurisdictional waters, including wetlands, in the Eastern Section are anticipated to be unavoidable given the number of waterways and drainages.

Potential operational impacts on wetlands depend on the location of infrastructure improvements and station locations, which are currently unknown at the Tier 1/Program level. However, operational effects are anticipated to be limited to maintenance of culverts, bridges, embankments, and station areas. Efforts during the design phase to avoid wetlands would help to minimize potential operational effects because fewer jurisdictional waters and/or wetlands would be in proximity to a future rail line or station area. In addition, maintenance BMPs would be developed and implemented for future station areas to ensure that maintenance materials such as oils, lubricants, and fuels are handled in an appropriate regulatory manner and kept away from sensitive areas such as waterbodies or wetlands (Draft Tier 1/Program EIS/EIR, p. 3.7-26).

Construction and operational impacts on jurisdictional waters, including wetlands, would be minimized through regulatory compliance with Sections 401 and 404 of the CWA and with implementation of the Mitigation Strategies BIO-1, BIO-5, HWQ-1 through HWQ-3, and HAZ-2.

- **Mitigation Strategy BIO-1:** During the Tier 2/Project-level analysis, a preliminary biological resource screening shall be performed as part of the environmental review process to determine whether the specific rail infrastructure or station facility proposed has any potential to impact biological resources. If the specific rail infrastructure or station facility proposed has no potential to impact biological resources, no further action will be required. If the specific rail infrastructure or station facility proposed has the potential to impact biological resources, a qualified biologist shall conduct a biological resources assessment report to document the existing biological resources within the Tier 2/Project-level study area. The report shall include, but not be limited to, analysis and recommendations on the following topics:
 - Special-status species
 - Nesting birds
 - Wildlife movement
 - Sensitive plant communities and critical habitat
 - Jurisdictional waters
 - Applicable habitat conservation plans
 - Other biological resources identified as sensitive by local, state and/or federal agencies

Pending the results of the biological resources assessment, design alterations; further technical studies (e.g., protocol surveys); and/or consultations with the United States Fish and Wildlife Service, California Department of Fish and Wildlife, and other local, state, and federal agencies may be required. If the specific rail infrastructure or station facility proposed cannot be designed without complete avoidance, the lead agency shall coordinate with the appropriate resource agency to obtain regulatory permits and implement Project-specific mitigation prior to any construction activities.

- **Mitigation Strategy BIO-5:** Prior to initiation of construction activities (including staging and mobilization), all personnel associated with Project construction shall attend worker environmental awareness program training, conducted by a qualified biologist, to aid workers in recognizing special-status resources that may occur in the Tier 2/Project-level study area. The specifics of this program shall include, but not be limited to, the following:
 - Identification of the sensitive species and habitats

- Description of the regulatory status and general ecological characteristics of sensitive resources
- Review of the limits of construction and mitigation measures required to reduce impacts on biological resources within the work area
- Preparation of a fact sheet conveying this information shall for distribution to all contractors, their employers, and other personnel involved with construction of the Project
- Employee documentation associated with worker environmental awareness program attendance and acknowledgment
- **Mitigation Strategy HWQ-1:** During Tier 2/Project-level analysis, additional floodplain hydrology documentation shall be conducted to determine if the siting of specific rail infrastructure or station facility proposed would encroach into a floodplain. If the siting of specific rail infrastructure or station facilities requires encroachment into a floodplain, a floodplain assessment shall be conducted to evaluate the impacts of specific designs on water surface elevations and flood conveyance and evaluate potential flooding risk. Any project that would result in floodplain encroachment shall coordinate with the governing agency or local jurisdiction. Any additional requirements that may be needed shall be determined in coordination with the applicable regulatory agencies.
- **Mitigation Strategy HWQ-2:** Based on the results of the Tier 2/Project-level analysis and recommendations, the construction of specific rail infrastructure or station facility proposed shall comply with the provisions of the National Pollutant Discharge Elimination System General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order Number 2009-0009-DWQ, National Pollutant Discharge Elimination System Number CAS000002) and any subsequent amendments (Order Number 2010-0014-DWQ and Order Number 2012-0006-DWQ). These provisions shall include, but are not limited to, the following:
 - Construction activities shall not commence until a waste discharger identification number is received from the State Water Resources Control Board Stormwater Multiple Application and Report Tracking System.
 - Identification of good housekeeping, erosion control, and sediment control best management practices shall be utilized during construction activities.
 - A stormwater pollution prevention plan shall be prepared.
 - A rain event action plan shall be prepared.

- A notice of termination shall be submitted to the State Water Resources Control Board within 90 days of completion of construction and stabilization of the site.

These requirements, and any additional approvals, shall be determined in coordination with the governing agencies or local jurisdiction before construction on a project commences.

- **Mitigation Strategy HWQ-3:** Based on the results of the Tier 2/Project-level analysis and recommendations, the operation of specific rail infrastructure or station facility proposed shall comply with the provisions of the applicable Regional Water Quality Control Board Municipal Separate Storm Sewer System Program. These provisions shall include, but are not limited to, the following:

- Low impact, site design, and source control best management practices shall be identified to be utilized during operational activities.
- A water quality management plan shall be prepared that will be implemented and maintained throughout the life of a project and used by property owners, facility operators, tenants, facility employees, and maintenance contractors.

These requirements, and any additional approvals, shall be determined in coordination with the governing agencies or local jurisdiction before operation on a project commences.

- **Mitigation Strategy HAZ-2:** During Tier 2/Project-level analysis, a site-specific hazardous materials management program shall be prepared for the specific rail infrastructure or station facilities proposed. The hazardous materials management program shall provide for safe storage, containment, and disposal of chemicals and hazardous materials related to Project construction and operation, including the proper disposal of waste materials. The hazardous materials management program shall include, but should not be limited to, the following:

- A description of hazardous materials and hazardous wastes used (29 Code of Federal Regulations 1910.1200)
- A description of handling, transport, treatment, and disposal procedures, as relevant for each hazardous material or hazardous waste (29 Code of Federal Regulations 1910.120)
- Preparedness, prevention, contingency, and emergency procedures, including emergency contact information (29 Code of Federal Regulations 1910.38)
- A description of personnel training including, but not limited to: (1) recognition of existing or potential hazards resulting from accidental spills or other releases; (2) implementation of evacuation, notification, and other emergency response procedures; (3) management, awareness, and handling of hazardous materials and hazardous

wastes, as required by their level of responsibility (29 Code of Federal Regulations 1910)

- Instructions on keeping Safety Data Sheets for each on-site hazardous chemical (29 Code of Federal Regulations 1910.1200)
- Identification of the locations of hazardous material storage areas, including temporary storage areas, which shall be equipped with secondary containment sufficient in size to contain the volume of the largest container or tank (29 Code of Federal Regulations 1910.120)

Implementation of Mitigation Strategies BIO-1 and BIO-5 would require biological screening and worker awareness training during construction of any Tier 2 projects. Implementation of Mitigation Strategies HWQ-1 and HWQ-2 would require additional floodplain and hydrology documentation, if applicable, at the Tier 2/Project level. Implementation of Mitigation Strategies BIO-1, BIO-5, HWQ-1, and HWQ-2 would reduce construction-related impacts to jurisdictional waters to a level that is considered less than significant. Implementation of Mitigation Strategy HAZ-2 and HWQ-3 would require preparation of a site-specific hazardous materials management program for the specific rail infrastructure or station facilities proposed, and adherence to the provisions of the applicable Regional Water Quality Control Board Municipal Separate Storm Sewer System Program, respectively. Implementation of Mitigation Strategies HAZ-2 and HWQ-3 would reduce operational impacts to jurisdictional waters to a level that is considered less than significant.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategies BIO-1, BIO-5, HAZ-2, HWQ-1, HWQ-2, and HWQ-3 (Draft Tier 1/Program EIS/EIR, pp. 3.7-33 through 3.7-38).

4.2.2 Energy

Wasteful, Inefficient, or Unnecessary Consumption of Energy

Threshold: Would the Program result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during construction or operation?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.12-35 through 3.12-39). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Construction activities required for infrastructure improvements (e.g., sidings, additional main line track, wayside signals, drainage, grade separation structures, and stations) would consume gasoline and diesel fuel through operation of heavy duty, off road construction equipment and on road vehicles. The amount of fuel consumed would vary depending on the length of the construction period, specific construction activity (e.g., grading, bridge, and construction), types of equipment, and number of personnel. Design specifics and locations of the rail infrastructure improvements and station facilities are not known at the Tier 1/Program level, so the energy that may need to be consumed during specific construction activities cannot be quantified at the Tier 1/Program-level evaluation. Once detailed construction information for the site specific rail infrastructure improvement or station facility is available, a quantitative estimate of the total energy consumption during construction would be conducted and evaluated during the Tier 2/Project level analysis. The effects of construction under any of the Build Alternative Options are not anticipated to be substantial with respect to energy consumption. The operational effect of any of the Build Alternative Options would be a net energy savings relative to the No Build Alternative on an annual basis. To achieve those energy savings, construction activity is needed to build the Program and allow drivers of on road personal vehicles to shift to rail transportation. Because construction would involve typical activities for the purpose of building a more efficient, energy saving transportation mode, fuel and other energy consumed during construction would not be considered wasteful, inefficient, or unnecessary (Draft Tier 1/Program EIS/EIR, p. 3.12-36). Additionally, implementation of Mitigation Strategy GHG-1 below, which requires the preparation and implementation of a construction energy conservation plan, would also reduce the wasteful, inefficient, or unnecessary consumption of energy resources during construction activities to a level that is considered less than significant.

Operation of subsequent Tier 2/Project level improvements would result in energy usage that would be needed to run the passenger rail system and new station facilities. Although operation of the Program would require energy, it is anticipated that the Program would result in overall energy savings because the primary source of energy consumption for the Program (i.e., train propulsion) is more efficient than personal on road vehicles, which are largely single use. New station facilities would also be constructed to be energy efficient, further reducing the energy needed to operate the new station facilities (Draft Tier 1/Program EIS/EIR, pp. 3.12-36 through 3.12-39). Once detailed Tier 2/Project level information is available, a quantitative estimate of the total energy consumption during operation would be prepared and evaluated during the Tier 2/Project-level analysis. Additionally, with implementation of Mitigation Strategy GHG-2, which requires the preparation and implementation of an operational energy conservation plan, the wasteful, inefficient, or unnecessary consumption of energy resources during operation would be reduced to a level that is considered less than significant.

- **Mitigation Strategy GHG-1:** During Tier 2/Project-level analysis, a construction energy conservation plan to avoid excess energy consumption shall be required for the specific rail infrastructure or station facility proposed. The construction energy conservation plan shall identify best management practices including, but not limited to, the following:
 - Identification of opportunities to use newer, more energy efficient construction equipment, vehicles, and materials
 - Limit construction equipment idling
 - Develop and implement a program encouraging construction workers to carpool or use public transportation for travel to and from construction sites
 - Locate construction materials production facilities onsite or in proximity to project work sites
 - Schedule material deliveries during off peak hours to minimize highway congestion
- **Mitigation Strategy GHG-2:** During Tier 2/Project-level analysis, an operational energy conservation plan shall be required for the specific rail infrastructure or station facility proposed. The operational energy conservation plan shall identify best management practices, including, but not limited to, the following:
 - Limit operational idling at stations
 - Identify state-of-the-art locomotives to maximize fuel efficiency
 - Target market to drivers of single-occupancy vehicles to maximize the effects of rail modal use on energy conservation and reduction of greenhouse gas emissions
 - Concentrate bus-service routes to feed passengers to train stations
 - Bring dispersed riders to train stations through other methods (e.g., demand response systems [paratransit, taxi, shuttle, call-and-ride])

Implementation of Mitigation Strategy GHG-1 would reduce the wasteful, inefficient, or unnecessary consumption of energy resources during Program construction to a level that is considered less than significant by requiring the preparation and implementation of a construction energy conservation plan during Tier 2 projects, if applicable. Implementation of Mitigation Strategy GHG-2 would reduce the wasteful, inefficient, or unnecessary consumption of energy resources during Program operation to a level that is considered less than significant by requiring the preparation and implementation of an operational energy conservation plan during Tier 2 projects, if applicable.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategies GHG-1 and GHG-2 (Draft Tier 1/Program EIS/EIR, pp. 3.12-49 through 3.12-55).

4.2.3 Geology and Soils

Risk of Loss, Injury or Death Involving Rupture of a Known Earthquake Fault

Threshold: Would the Program directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.10-55 through 3.10-56). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: The Build Alternative Options cross Alquist Priolo fault zones capable of ground rupture and would be generally susceptible to earthquakes resulting in ground shaking. Additionally, some portions of the Eastern Section traverse areas with moderate to high susceptibility to landslides and liquefaction. Construction and operation of the Program would comply with federal, state, and local design and safety criteria regarding structural integrity to protect the public and property from geologic, soil, and seismic hazards. While applicable building codes and design features to address potential seismic or geologic hazards would be adhered to and developed, potential effects depend on where the infrastructure improvements, including new stations, which have not yet been selected, would be located. Which properties would be affected by the future construction and operation of a passenger rail system, and to what extent, cannot be determined at the Tier 1/Program level. The Tier 2/Project-level analysis would evaluate the selected site and proposed infrastructure improvement or station facility and whether people or structures are exposed to increased seismic or geologic hazard risk, including risk of loss, injury, or death involving rupture of a known earthquake fault (Draft Tier 1/Program EIS/EIR pp. 3.10-55 through 3.10-57). In the absence of site-specific evaluations, impacts are considered potentially significant. However, implementation of Mitigation Strategies GEO-1 and LU-3, which require the preparation of preliminary geotechnical reports and land use consistency analyses, respectively, during Tier 2/Project-level evaluation, would reduce potentially significant impacts to a level that is considered less than significant, as follows:

- **Mitigation Strategy GEO-1:** During the Tier 2/Project-level analysis, a preliminary geotechnical report shall be prepared by a licensed geotechnical or civil engineer for the

specific rail infrastructure or station facility proposed. The preliminary geotechnical report shall include, but not be limited to, analysis and recommendations on the following topics:

- Site preparation
- Soil bearing capacity
- Appropriate sources and types of fill
- Liquefaction
- Lateral spreading
- Corrosive soils
- Structural foundations
- Grading practices

The recommendations identified in the preliminary geotechnical report shall be refined in a final geotechnical report.

- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategies GEO-1 and LU-3 (Draft Tier 1/Program EIS/EIR, pp. 3.10-63 through 3.10-64).

Risk of Loss, Injury or Death Involving Strong Seismic Ground Shaking

Threshold: Would the Program directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving strong seismic ground shaking?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.10-55 through 3.10-56). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: The Build Alternative Options cross Alquist Priolo fault zones capable of ground rupture and would be generally susceptible to earthquakes resulting in ground shaking. Additionally, some portions of the Eastern Section traverse areas with moderate to high susceptibility to landslides and liquefaction. Construction and operation of the Program would comply with federal, state, and local design and safety criteria regarding structural integrity to protect the public and property from geologic, soil, and seismic hazards. While applicable building codes and design features to address potential seismic or geologic hazards would be adhered to and developed, potential effects depend on where the infrastructure improvements, including new stations, which have not yet been selected, would be located. Which properties would be affected by the future construction and operation of a passenger rail system, and to what extent, cannot be determined at the Tier 1/Program level. The Tier 2/Project-level analysis would evaluate the selected site and proposed infrastructure improvement or station facility and whether people or structures are exposed to increased seismic or geologic hazard risk, including risk of loss, injury, or death involving strong seismic ground shaking (Draft Tier 1/Program EIS/EIR pp. 3.10-55 through 3.10-57). In the absence of site-specific evaluations, impacts are considered potentially significant. However, implementation of Mitigation Strategies GEO-1 and LU-3, which require the preparation of preliminary geotechnical reports and land use consistency analyses, respectively, during Tier 2/Project-level evaluation, would reduce potentially significant impacts to a level that is considered less than significant, as follows:

- **Mitigation Strategy GEO-1:** During the Tier 2/Project -level analysis, a preliminary geotechnical report shall be prepared by a licensed geotechnical or civil engineer for the specific rail infrastructure or station facility proposed. The preliminary geotechnical report shall include, but not be limited to, analysis and recommendations on the following topics:
 - Site preparation
 - Soil-bearing capacity
 - Appropriate sources and types of fill
 - Liquefaction
 - Lateral spreading
 - Corrosive soils
 - Structural foundations
 - Grading practices

The recommendations identified in the preliminary geotechnical report shall be refined in a final geotechnical report.

- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategies GEO-1 and LU-3 (Draft Tier 1/Program EIS/EIR, pp. 3.10-64 through 3.10-65).

Risk of Loss, Injury or Death Involving Seismic-Related Ground Failure, Including Liquefaction

Threshold: Would the Program directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving seismic related ground failure, including liquefaction?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.10-55 through 3.10-56). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: The Build Alternative Options cross Alquist Priolo fault zones capable of ground rupture and would be generally susceptible to earthquakes resulting in ground shaking. Additionally, some portions of the Eastern Section traverse areas with moderate to high susceptibility to landslides and liquefaction. Construction and operation of the Program would comply with federal, state, and local design and safety criteria regarding structural integrity to protect the public and property from geologic, soil, and seismic hazards. While applicable building codes and design features to address potential seismic or geologic hazards would be adhered to and developed, potential effects depend on where the infrastructure improvements, including new stations, which have not yet been selected, would be located. Which properties would be affected by the future construction and operation of a passenger rail system, and to what extent, cannot be determined at the Tier 1/Program level. The Tier 2/Project-level analysis would evaluate the selected site and proposed infrastructure improvement or station facility and whether people or structures are exposed to increased seismic or geologic hazard risk, including risk of loss, injury, or death involving seismic-related ground failure, including liquefaction (Draft Tier 1/Program EIS/EIR pp. 3.10-55 through 3.10-57). In the absence of site-specific evaluations, impacts are considered potentially significant. However, implementation of

Mitigation Strategy GEO-1, which requires the preparation of preliminary geotechnical reports during Tier 2/Project-level evaluation would reduce potentially significant impacts to a level that is considered less than significant, as follows:

- **Mitigation Strategy GEO-1:** During the Tier 2/Project-level analysis, a preliminary geotechnical report shall be prepared by a licensed geotechnical or civil engineer for the specific rail infrastructure or station facility proposed. The preliminary geotechnical report shall include, but not be limited to, analysis and recommendations on the following topics:
 - Site preparation
 - Soil-bearing capacity
 - Appropriate sources and types of fill
 - Liquefaction
 - Lateral spreading
 - Corrosive soils
 - Structural foundations
 - Grading practices

The recommendations identified in the preliminary geotechnical report shall be refined in a final geotechnical report.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategies GEO-1 (Draft Tier 1/Program EIS/EIR, p. 3.10-66).

Risk of Loss, Injury or Death Involving Landslides

Threshold: Would the Program directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving landslides?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.10-55 through 3.10-57). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: The Build Alternative Options cross Alquist Priolo fault zones capable of ground rupture and would be generally susceptible to earthquakes resulting in ground shaking. Additionally, some portions of the Eastern Section traverse areas with moderate to high susceptibility to landslides and liquefaction. Construction and operation of the Program would comply with federal, state, and local

design and safety criteria regarding structural integrity to protect the public and property from geologic, soil, and seismic hazards. While applicable building codes and design features to address potential seismic or geologic hazards would be adhered to and developed, potential effects depend on where the infrastructure improvements, including new stations, which have not yet been selected, would be located. Which properties would be affected by the future construction and operation of a passenger rail system, and to what extent, cannot be determined at the Tier 1/Program level. The Tier 2/Project-level analysis would evaluate the selected site and proposed infrastructure improvement or station facility and whether people or structures are exposed to increased seismic or geologic hazard risk, including risk of loss, injury, or death involving landslides (Draft Tier 1/Program EIS/EIR pp. 3.10-55 through 3.10-57). In the absence of site-specific evaluations, impacts are considered potentially significant. However, implementation of Mitigation Strategies GEO-1 and LU-3, which require the preparation of preliminary geotechnical reports and land use consistency analyses, respectively, during Tier 2/Project-level evaluation, would reduce potentially significant impacts to a level that is considered less than significant, as follows:

- **Mitigation Strategy GEO-1:** During the Tier 2/Project-level analysis, a preliminary geotechnical report shall be prepared by a licensed geotechnical or civil engineer for the specific rail infrastructure or station facility proposed. The preliminary geotechnical report shall include, but not be limited to, analysis and recommendations on the following topics:
 - Site preparation
 - Soil-bearing capacity
 - Appropriate sources and types of fill
 - Liquefaction
 - Lateral spreading
 - Corrosive soils
 - Structural foundations
 - Grading practices

The recommendations identified in the preliminary geotechnical report shall be refined in a final geotechnical report.

- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project-level Study

Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategies GEO-1 and LU-3 (Draft Tier 1/Program EIS/EIR, pp. 3.10-64 through 3.10-65).

Substantial Soil Erosion or Loss of Topsoil

Threshold: Would the Program result in substantial soil erosion or the loss of topsoil?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.10-68). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Construction activities associated with rail infrastructure improvements or station facilities would include clearing, grading, and excavation, which have the potential to result in soil erosion. The Tier 2/Project level analysis would identify and evaluate impacts associated with site-specific drainage patterns changes and the potential for site specific construction activities to result in soil erosion and loss of topsoil (Draft Tier 1/Program EIS/EIR, p. 3.10-68). In the absence of site-specific evaluations, impacts are considered potentially significant. However, implementation of Mitigation Strategies HWQ-2 and LU-3, which require compliance with the provisions of the National Pollutant Discharge Elimination System General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities and the preparation of land use consistency analysis, respectively, during Tier 2/Project-level evaluation, would reduce potentially significant impacts to a level that is considered less than significant, as follows:

- **Mitigation Strategy HWQ-2:** Based on the results of the Tier 2/Project-level analysis and recommendations, the construction of specific rail infrastructure or station facility proposed shall comply with the provisions of the National Pollutant Discharge Elimination System General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order Number 2009-0009-DWQ, National Pollutant Discharge Elimination System Number CAS000002), and any subsequent amendments (Order Number 2010-0014-DWQ and Order Number 2012-0006-DWQ). These provisions shall include, but are not limited to, the following:
 - Construction activities shall not commence until a waste discharger identification number is received from the State Water Resources Control Board Stormwater Multiple Application and Report Tracking System.

- Identification of good housekeeping, erosion control, and sediment control best management practices shall be utilized during construction activities.
- A stormwater pollution prevention plan shall be prepared.
- A rain event action plan shall be prepared.
- A notice of termination shall be submitted to the State Water Resources Control Board within 90 days of completion of construction and stabilization of the site.

These requirements, and any additional approvals, shall be determined in coordination with the governing agencies or local jurisdiction before construction on a project commences.

- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

Implementation of Mitigation Strategies HWQ-1 and LU-3 would reduce potential significant impacts pertaining to erosion and the loss of topsoil during construction to a level that is considered less than significant by requiring compliance with the provisions of the National Pollutant Discharge Elimination System General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities and the preparation of land use consistency analysis, respectively, during Tier 2/Project-level evaluation.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategies HWQ-1 and LU-3 (Draft Tier 1/Program EIS/EIR, p. 3.10-68).

Unstable Geologic Unit

Threshold: Would the Program be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Program and potentially result in on or off site landslide, lateral spreading, subsidence, liquefaction, or collapse?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.10-55 through 3.10-57, 3.10-69 through 3.10-70). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: The Build Alternative Options cross Alquist Priolo fault zones capable of ground rupture and would be generally susceptible to earthquakes resulting in ground shaking. Additionally, some portions of the Eastern Section traverse areas with moderate to high susceptibility to landslides and liquefaction. Construction and operation of the Program would comply with federal, state, and local design and safety criteria regarding structural integrity to protect the public and property from geologic, soil, and seismic hazards. While applicable building codes and design features to address potential seismic or geologic hazards would be adhered to and developed, potential effects depend on where the infrastructure improvements, including new stations, which have not yet been selected, would be located. Which properties would be affected by the future construction and operation of a passenger rail system, and to what extent, cannot be determined at the Tier 1/Program level. The Tier 2/Project-level analysis would evaluate the selected site and proposed infrastructure improvement or station facility and whether people or structures are exposed to increased seismic or geologic hazard risk, including risk of infrastructure being constructed on an unstable geologic unit (Draft Tier 1/Program EIS/EIR pp. 3.10-55 through 3.10-57). In the absence of site-specific evaluations, impacts are considered potentially significant. However, implementation of Mitigation Strategies GEO-1, which requires the preparation of preliminary geotechnical reports during Tier 2/Project-level evaluation, would reduce potentially significant impacts to a level that is considered less than significant, as follows:

- **Mitigation Strategy GEO-1:** During the Tier 2/Project-level analysis, a preliminary geotechnical report shall be prepared by a licensed geotechnical or civil engineer for the specific rail infrastructure or station facility proposed. The preliminary geotechnical report shall include, but not be limited to, analysis and recommendations on the following topics:
 - Site preparation
 - Soil-bearing capacity
 - Appropriate sources and types of fill
 - Liquefaction
 - Lateral spreading
 - Corrosive soils
 - Structural foundations
 - Grading practices

The recommendations identified in the preliminary geotechnical report shall be refined in a final geotechnical report.

Implementation of Mitigation Strategy GEO-1, which requires the preparation of preliminary geotechnical reports during Tier 2/Project-level evaluation, would reduce potentially significant impacts pertaining to unstable geologic units to a level that is considered less than significant

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategy GEO-1 (Draft Tier 1/Program EIS/EIR, pp. 3.10-70).

Expansive Soils

Threshold: Would the Program be located on expansive soil, as defined in Table 18.1 B of the UBC (1994), creating substantial direct or indirect risk to life or property?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.10-55 through 3.10-57, 3.10-71 through 3.10-72). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: The Build Alternative Options cross Alquist Priolo fault zones capable of ground rupture and would be generally susceptible to earthquakes resulting in ground shaking. Additionally, some portions of the Eastern Section traverse areas with moderate to high susceptibility to landslides and liquefaction. Construction and operation of the Program would comply with federal, state, and local design and safety criteria regarding structural integrity to protect the public and property from geologic, soil, and seismic hazards. While applicable building codes and design features to address potential seismic or geologic hazards would be adhered to and developed, potential effects depend on where the infrastructure improvements, including new stations, which have not yet been selected, would be located. Which properties would be affected by the future construction and operation of a passenger rail system, and to what extent, cannot be determined at the Tier 1/Program level. The Tier 2/Project-level analysis would evaluate the selected site and proposed infrastructure improvement or station facility and whether people or structures are exposed to increased seismic or geologic hazard risk, including risk of infrastructure being constructed on expansive soils (Draft Tier 1/Program EIS/EIR pp. 3.10-55 through 3.10-57). In the absence of site-specific evaluations, impacts are considered potentially significant. However, implementation of Mitigation Strategies GEO-1, which requires the preparation of preliminary geotechnical reports during Tier 2/Project-level evaluation, would reduce potentially significant impacts to a level that is considered less than significant, as follows:

- **Mitigation Strategy GEO-1:** During the Tier 2/Project-level analysis, a preliminary geotechnical report shall be prepared by a licensed geotechnical or civil engineer for the

specific rail infrastructure or station facility proposed. The preliminary geotechnical report shall include, but not be limited to, analysis and recommendations on the following topics:

- Site preparation
- Soil-bearing capacity
- Appropriate sources and types of fill
- Liquefaction
- Lateral spreading
- Corrosive soils
- Structural foundations
- Grading practices

The recommendations identified in the preliminary geotechnical report shall be refined in a final geotechnical report.

Implementation of Mitigation Strategy GEO-1, which requires the preparation of preliminary geotechnical reports during Tier 2/Project-level evaluation, would reduce potentially significant impacts pertaining to expansive soils to a level that is considered less than significant.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategy GEO-1 (Draft Tier 1/Program EIS/EIR, pp. 3.10-71).

4.2.4 Greenhouse Gas Emissions

Greenhouse Gas Emissions

Threshold: Would the Program generate GHG emissions, either directly, or indirectly, that may have a significant impact on the environment?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.5-38 through 3.5-40 and 3.5-58 through 3.5-59). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Construction activities required for infrastructure improvements (such as sidings, additional main line track, wayside signals, drainage, grade separation structures) and station facilities would result in short term increases in GHG emissions in and around the construction site.

GHG emissions would be generated from the use of equipment to conduct vegetation clearing, grading and excavation, and transport of materials and waste. The GHG emissions that could be generated would vary depending on the length of the construction period, specific construction activity (e.g., grading, paving, pile driving), types of equipment, and number of personnel (Draft Tier 1/Program EIS/EIR, pp. 3.5-26 through 3.5-29). In some situations, construction GHG emissions associated from a Tier 2 project may be orders of magnitude lower than the operational emissions from the project due to construction emissions generally being short in duration compared with the project's overall lifetime. However, there are instances when projects have long construction periods (e.g., 10 years) and may result in a large amount of emissions that, either directly or indirectly, may have a significant impact on the environment. Accordingly, Mitigation Strategies GHG-1 and LU-2 have been identified to reduce potentially significant impacts associated with construction GHG emissions to a level that is considered less than significant.

Operation of the Build Alternative Options would generate GHG emissions. However, the Build Alternative Options would result in overall energy savings and reduce the transportation system's impact on climate change because rail transit and public transportation generally produces significantly lower GHG emissions per passenger mile than private single occupancy vehicles. Based on projected ridership and VMT reductions, passenger rail use within the Program Corridor would decrease VMT and related mobile source emissions. This would be offset somewhat by locomotive operations and train station facility operations that would generate GHG emissions (Draft Tier 1/Program EIS/EIR, pp. 3.5-27 through 3.5-29).

A comprehensive quantitative GHG analysis would be performed during Tier 2/Project level analysis to determine GHG effects and quantify on road mobile source emissions reductions, as well as locomotive operations and train station operations area source emissions. Additionally, Mitigation Strategies GHG-2 and LU-3 have been identified to reduce potentially significant impacts associated with operational GHG emissions to a level that is considered less than significant.

- **Mitigation Strategy GHG-1:** During Tier 2/Project-level analysis, a construction energy conservation plan to avoid excess energy consumption shall be required for the specific rail infrastructure or station facility proposed. The construction energy conservation plan shall identify best management practices including, but not limited to, the following:
 - Identification of opportunities to use newer, more energy efficient construction equipment, vehicles, and materials
 - Limit construction equipment idling
 - Develop and implement a program encouraging construction workers to carpool or use public transportation for travel to and from construction sites

- Locate construction materials production facilities onsite or in proximity to project work sites
- Schedule material deliveries during off peak hours to minimize highway congestion
- **Mitigation Strategy GHG-2:** During Tier 2/Project-level analysis, an operational energy conservation plan shall be required for the specific rail infrastructure or station facility proposed. The operational energy conservation plan shall identify best management practices, including, but not limited to, the following:
 - Limit operational idling at stations
 - Identify state of the art locomotives to maximize fuel efficiency
 - Target market to drivers of single occupancy vehicles to maximize the effects of rail modal use on energy conservation and reduction of greenhouse gas emissions
 - Concentrate bus service routes to feed passengers to train stations
 - Bring dispersed riders to train stations through other methods (e.g., demand response systems [paratransit, taxi, shuttle, call and ride])
- **Mitigation Strategy LU-2:** Based on the results of a subsequent Tier 2/Project-level analysis and recommendations, the identified lead agency or agencies shall determine if a construction management plan is required for construction activities of the Tier 2/Project-level improvement being proposed. If required, a construction management plan shall be developed by the contractor and reviewed by the lead agency or agencies prior to construction and implemented during construction activities. The construction management plan shall include, but not be limited to, the following:
 - Measures that minimize effects on populations and communities within the Tier 2/Project Study Area
 - Measures pertaining to visual protection, air quality, safety controls, noise controls, and traffic controls to minimize effects on populations and communities within the Tier 2/Project Study Area
 - Measures to ensure property access is maintained for local businesses, residences, and community and emergency services
 - Measures to consult with local transit providers to minimize effects on local and regional bus routes in affected communities
 - Measures to consult with local jurisdictions and utility providers to minimize effects on utilities in affected communities

- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

Implementation of Mitigation Strategy GHG-1 and Mitigation Strategy LU-2 would require preparation and implementation of a construction energy conservation plan and construction management plan, respectively, to avoid excess energy consumption during construction of the specific rail infrastructure or station facility proposed, if applicable at the Tier 2/Project level. Implementation of Mitigation Strategy GHG-2 and LU-3 would require preparation and implementation of an operational energy conservation plan and land use consistency analysis, respectively, to avoid excess energy consumption during operation of the specific rail infrastructure or station facility proposed, if applicable at the Tier 2/Project level.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategies GHG-1, GHG-2, LU-2, and LU-3 (Draft Tier 1/Program EIS/EIR, pp. 3.5-43 through 3.5-45).

4.2.5 Hazards and Hazardous Materials

Routine Transport, Use, or Disposal of Hazardous Materials

Threshold: Would the Program create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.11-55 through 3.11-56). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Construction activities could result in the temporary disturbance of hazardous materials sites, including sites with known soil or groundwater contamination, which would require cleanup and disposal of those materials. Due to the variety of potential construction techniques and numerous hazardous materials sites in the Tier 1/Program EIS/EIR Study Area, impacts are considered potentially significant. Additionally, the Tier 1/Program EIS/EIR evaluation does not identify the nature and severity of contamination at specific sites because the sites for where infrastructure and station improvements would be constructed have not yet been selected (Draft Tier 1/Program

EIS/EIR, pp. 3.11-45 through 3.11-46). Accordingly, Mitigation Strategies HAZ-1 through HAZ-3 have been identified to reduce potentially significant impacts associated with the routine transport, use, or disposal of hazardous materials during construction of Tier 2 projects to a level that is considered less than significant:

Similarly, potential operational impacts related to the transport, use, or disposal of hazardous materials depend on the location of new rail infrastructure improvements and station facilities, which are currently unknown. Some operational impacts could result in the generation of additional hazardous waste, contaminated materials, and solid waste, which would be handled by new maintenance facilities within the Eastern Section of the Program Corridor (Draft Tier 1/Program EIS/EIR, pp. 3.11-46 through 3.11-47). Accordingly, Mitigation Strategy HAZ-2 has been identified to reduce potentially significant impacts associated with the routine transport, use, or disposal of hazardous materials to a level that is considered less than significant during operation of Tier 2 projects.

- **Mitigation Strategy HAZ-1:** During Tier 2/Project-level analysis, a Phase I Environmental Site Assessment shall be conducted to determine the significance of impacts on hazardous waste or materials sites due to the siting of specific rail infrastructure or station facility proposed. The site-specific Phase I Environmental Site Assessment shall adhere to ASTM-conforming requirements and include recommendations on if a subsequent Phase II Site Investigation is required for the selected site. The Phase I Environmental Site Assessment shall also include a discussion of observed and/or suspected asbestos-containing materials, potential lead-based paint, and other materials falling under the Universal Waste requirements within the selected site.
- **Mitigation Strategy HAZ-2:** During Tier 2/Project-level analysis, a site-specific hazardous materials management program shall be prepared for the specific rail infrastructure or station facilities proposed. The hazardous materials management program shall provide for safe storage, containment, and disposal of chemicals and hazardous materials related to Project construction and operation, including the proper disposal of waste materials. The hazardous materials management program shall include, but should not be limited to, the following:
 - A description of hazardous materials and hazardous wastes used (29 Code of Federal Regulations 1910.1200)
 - A description of handling, transport, treatment, and disposal procedures, as relevant for each hazardous material or hazardous waste (29 Code of Federal Regulations 1910.120)
 - Preparedness, prevention, contingency, and emergency procedures, including emergency contact information (29 Code of Federal Regulations 1910.38)

- A description of personnel training including, but not limited to: (1) recognition of existing or potential hazards resulting from accidental spills or other releases; (2) implementation of evacuation, notification, and other emergency response procedures; (3) management, awareness, and handling of hazardous materials and hazardous wastes, as required by their level of responsibility (29 Code of Federal Regulations 1910)
- Instructions on keeping Safety Data Sheets for each on-site hazardous chemical (29 Code of Federal Regulations 1910.1200)
- Identification of the locations of hazardous material storage areas, including temporary storage areas, which shall be equipped with secondary containment sufficient in size to contain the volume of the largest container or tank (29 Code of Federal Regulations 1910.120)
- **Mitigation Strategy HAZ-3:** During Tier 2/Project-level analysis, sites identified for the specific rail infrastructure or station facility proposed shall be screened by the identified lead agency or agencies to determine if land use restrictions or activity use limitations are present. If the site contains land use restrictions or activity use limitations that would be affected by the Project, coordination with the governing agency (Department of Toxic Substance Control or Regional Water Quality Control Board) shall be required. Such coordination shall consist of notifying the local enforcement branch of the agencies that work is planned for a restricted property. Notification typically results in a meeting with regulators that would determine the requirements for the property during the Project. A soil management plan and a health and safety plan are typically required to be completed, reviewed, and approved in writing by the governing agency (Department of Toxic Substance Control or Regional Water Quality Control Board). These requirements, and any additional requirements, shall be determined in coordination with the applicable regulatory agencies.

Implementation of Mitigation Strategies HAZ-1, HAZ-2, and HAZ-3 would require preparation and implementation of a Phase I Environmental Site Assessment, a site specific hazardous materials management program, and site-specific hazardous materials screening, respectively, to reduce potentially significant impacts pertaining to the routine transport, use, or disposal of hazardous materials during construction and operation at the Tier 2/Project level to a level that is considered less than significant.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategies HAZ-1, HAZ-2, and HAZ-3 (Draft Tier 1/Program EIS/EIR, pp. 3.11-71 through 3.11-73).

Reasonably Foreseeable Upset and Accident Conditions

Threshold: Would the Program create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.11-56 through 3.11-57). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Construction activities could result in the temporary disturbance of hazardous materials sites, including sites with known soil or groundwater contamination, which would require cleanup and disposal of those materials. Due to the variety of potential construction techniques and numerous hazardous materials sites in the Tier 1/Program EIS/EIR Study Area, impacts are considered potentially significant. Additionally, the Tier 1/Program EIS/EIR evaluation does not identify the nature and severity of contamination at specific sites because the sites for where infrastructure and station improvements would be constructed have not yet been selected (Draft Tier 1/Program EIS/EIR, pp. 3.11-45 through 3.11-46). Accordingly, Mitigation Strategies HAZ-1 through Haz-3 have been identified to reduce potentially significant impacts associated with reasonably foreseeable upset and accident conditions involving hazardous materials during construction of Tier 2 projects to a level that is considered less than significant.

Similarly, potential operational impacts related to reasonably foreseeable upset and accident conditions involving hazardous materials depend on the location of new rail infrastructure improvements and station facilities, which are currently unknown. Some operational impacts could result in minor spills and releases of non-acutely hazardous waste (i.e., petroleum, oil, and lubricants) along the tracks and at stations or maintenance facilities (Draft Tier 1/Program EIS/EIR, pp. 3.11-46 through 3.11-47). Accordingly, the Mitigation Strategy HAZ-2 has been identified to reduce potentially significant impacts associated with reasonably foreseeable upset and accident conditions involving hazardous materials to a level that is considered less than significant during operation of Tier 2 projects.

- **Mitigation Strategy HAZ-1:** During Tier 2/Project-level analysis, a Phase I Environmental Site Assessment shall be conducted to determine the significance of impacts on hazardous waste or materials sites due to the siting of specific rail infrastructure or station facility proposed. The site-specific Phase I Environmental Site Assessment shall adhere to ASTM-conforming requirements and include recommendations on if a subsequent Phase II Site Investigation is required for the selected site. The Phase I Environmental Site Assessment shall also include a discussion of observed and/or suspected

asbestos-containing materials, potential lead-based paint, and other materials falling under the Universal Waste requirements within the selected site.

- **Mitigation Strategy HAZ-2:** During Tier 2/Project-level analysis, a site-specific hazardous materials management program shall be prepared for the specific rail infrastructure or station facilities proposed. The hazardous materials management program shall provide for safe storage, containment, and disposal of chemicals and hazardous materials related to Project construction and operation, including the proper disposal of waste materials. The hazardous materials management program shall include, but should not be limited to, the following:
 - A description of hazardous materials and hazardous wastes used (29 Code of Federal Regulations 1910.1200)
 - A description of handling, transport, treatment, and disposal procedures, as relevant for each hazardous material or hazardous waste (29 Code of Federal Regulations 1910.120)
 - Preparedness, prevention, contingency, and emergency procedures, including emergency contact information (29 Code of Federal Regulations 1910.38)
 - A description of personnel training including, but not limited to: (1) recognition of existing or potential hazards resulting from accidental spills or other releases; (2) implementation of evacuation, notification, and other emergency response procedures; (3) management, awareness, and handling of hazardous materials and hazardous wastes, as required by their level of responsibility (29 Code of Federal Regulations 1910)
 - Instructions on keeping Safety Data Sheets for each on-site hazardous chemical (29 Code of Federal Regulations 1910.1200)
 - Identification of the locations of hazardous material storage areas, including temporary storage areas, which shall be equipped with secondary containment sufficient in size to contain the volume of the largest container or tank (29 Code of Federal Regulations 1910.120)
- **Mitigation Strategy HAZ-3:** During Tier 2/Project-level analysis, sites identified for the specific rail infrastructure or station facility proposed shall be screened by the identified lead agency or agencies to determine if land use restrictions or activity use limitations are present. If the site contains land use restrictions or activity use limitations that would be affected by the Project, coordination with the governing agency (Department of Toxic Substance Control or Regional Water Quality Control Board) shall be required. Such coordination shall consist of notifying the local enforcement branch of the agencies that work

is planned for a restricted property. Notification typically results in a meeting with regulators that would determine the requirements for the property during the Project. A soil management plan and a health and safety plan are typically required to be completed, reviewed, and approved in writing by the governing agency (Department of Toxic Substance Control or Regional Water Quality Control Board). These requirements, and any additional requirements, shall be determined in coordination with the applicable regulatory agencies.

Implementation of Mitigation Strategies HAZ-1, HAZ-2, and HAZ-3 would require preparation and implementation of a Phase I Environmental Site Assessment, a site specific hazardous materials management program, and site-specific hazardous materials screening, respectively, to reduce potentially significant impacts pertaining to reasonably foreseeable upset and accident conditions involving hazardous materials during construction and operation of the Program.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategies HAZ-1, HAZ-2, HAZ-3, and HAZ-4 (Draft Tier 1/Program EIS/EIR, pp. 3.11-71 through 3.11-73).

Acutely Hazardous Materials within ¼ Mile of an Existing or Proposed School

Threshold: Would the Project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.11-58 through 3.11-59). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Potential construction and operation impacts related to the handling of hazardous materials or generation of hazardous emissions within 0.25 mile of an existing or proposed school are dependent on the location of rail infrastructure improvements and station facilities, which are currently unknown. Due to the variety of potential construction techniques and numerous hazardous materials sites in the Tier 1/Program EIS/EIR Study Area, site specific construction and operational impacts and associated measures to existing school facilities are considered potentially significant. Accordingly, Mitigation Strategies HAZ-2 and LU-3 have been identified to reduce potentially significant impacts related to hazardous emissions or the handling of hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school to a level that is considered less than significant during construction and operation of the Program.

- **Mitigation Strategy HAZ-2:** During Tier 2/Project-level analysis, a site-specific hazardous materials management program shall be prepared for the specific rail infrastructure or station

facilities proposed. The hazardous materials management program shall provide for safe storage, containment, and disposal of chemicals and hazardous materials related to Project construction and operation, including the proper disposal of waste materials. The hazardous materials management program shall include, but should not be limited to, the following:

- A description of hazardous materials and hazardous wastes used (29 Code of Federal Regulations 1910.1200)
 - A description of handling, transport, treatment, and disposal procedures, as relevant for each hazardous material or hazardous waste (29 Code of Federal Regulations 1910.120)
 - Preparedness, prevention, contingency, and emergency procedures, including emergency contact information (29 Code of Federal Regulations 1910.38)
 - A description of personnel training including, but not limited to: (1) recognition of existing or potential hazards resulting from accidental spills or other releases; (2) implementation of evacuation, notification, and other emergency response procedures; (3) management, awareness, and handling of hazardous materials and hazardous wastes, as required by their level of responsibility (29 Code of Federal Regulations 1910)
 - Instructions on keeping Safety Data Sheets for each on-site hazardous chemical (29 Code of Federal Regulations 1910.1200)
 - Identification of the locations of hazardous material storage areas, including temporary storage areas, which shall be equipped with secondary containment sufficient in size to contain the volume of the largest container or tank (29 Code of Federal Regulations 1910.120)
- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

Implementation of Mitigation Strategy HAZ-2 and LU-3, which require the preparation and implementation of a site specific hazardous materials management program and land use consistency analysis at the Tier 2/Project level, respectively, would reduce potentially significant impacts related to hazardous emissions or the handling of hazardous materials, substances, or

waste within 0.25 mile of an existing or proposed school to a level that is considered less than significant during construction and operation of the Program.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategies HAZ-2 and LU-3 (Draft Tier 1/Program EIS/EIR, pp. 3.11-71 through 3.11-73).

Hazardous Materials Sites

Threshold: Would the Project be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.11-58 through 3.11-59). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Hazardous waste and materials sites have been identified within the Eastern Section of the Program Corridor. Hazardous waste and material sites pose a safety risk to workers who might be exposed to contaminated soil, water, and vapors. Construction activities involving excavation increase the likelihood for encountering existing and unknown regulated materials. In addition, vehicles and equipment used during construction activities, such as fuel storage tanks, have the potential to release hazardous materials (mainly petroleum products) and have the potential to increase of material spills. However, potential impacts associated with hazardous waste and material sites are dependent on the location of rail infrastructure improvements and station facilities, which are currently unknown. Accordingly, Mitigation Strategies HAZ-1 through HAZ-3 have been identified to reduce potentially significant impacts associated with hazardous materials sites during construction of Tier 2 projects to a level that is considered less than significant:

- **Mitigation Strategy HAZ-1:** During Tier 2/Project-level analysis, a Phase I Environmental Site Assessment shall be conducted to determine the significance of impacts on hazardous waste or materials sites due to the siting of specific rail infrastructure or station facility proposed. The site-specific Phase I Environmental Site Assessment shall adhere to ASTM-conforming requirements and include recommendations on if a subsequent Phase II Site Investigation is required for the selected site. The Phase I Environmental Site Assessment shall also include a discussion of observed and/or suspected asbestos-containing materials, potential lead-based paint, and other materials falling under the Universal Waste requirements within the selected site.

- **Mitigation Strategy HAZ-2:** During Tier 2/Project-level analysis, a site-specific hazardous materials management program shall be prepared for the specific rail infrastructure or station facilities proposed. The hazardous materials management program shall provide for safe storage, containment, and disposal of chemicals and hazardous materials related to Project construction and operation, including the proper disposal of waste materials. The hazardous materials management program shall include, but should not be limited to, the following:
 - A description of hazardous materials and hazardous wastes used (29 Code of Federal Regulations 1910.1200)
 - A description of handling, transport, treatment, and disposal procedures, as relevant for each hazardous material or hazardous waste (29 Code of Federal Regulations 1910.120)
 - Preparedness, prevention, contingency, and emergency procedures, including emergency contact information (29 Code of Federal Regulations 1910.38)
 - A description of personnel training including, but not limited to: (1) recognition of existing or potential hazards resulting from accidental spills or other releases; (2) implementation of evacuation, notification, and other emergency response procedures; (3) management, awareness, and handling of hazardous materials and hazardous wastes, as required by their level of responsibility (29 Code of Federal Regulations 1910)
 - Instructions on keeping Safety Data Sheets for each on-site hazardous chemical (29 Code of Federal Regulations 1910.1200)
 - Identification of the locations of hazardous material storage areas, including temporary storage areas, which shall be equipped with secondary containment sufficient in size to contain the volume of the largest container or tank (29 Code of Federal Regulations 1910.120)
- **Mitigation Strategy HAZ-3:** During Tier 2/Project-level analysis, sites identified for the specific rail infrastructure or station facility proposed shall be screened by the identified lead agency or agencies to determine if land use restrictions or activity use limitations are present. If the site contains land use restrictions or activity use limitations that would be affected by the Project, coordination with the governing agency (Department of Toxic Substance Control or Regional Water Quality Control Board) shall be required. Such coordination shall consist of notifying the local enforcement branch of the agencies that work is planned for a restricted property. Notification typically results in a meeting with regulators that would determine the requirements for the property during the Project. A soil

management plan and a health and safety plan are typically required to be completed, reviewed, and approved in writing by the governing agency (Department of Toxic Substance Control or Regional Water Quality Control Board). These requirements, and any additional requirements, shall be determined in coordination with the applicable regulatory agencies.

Implementation of Mitigation Strategies HAZ-1, HAZ-2, and HAZ-3 would require preparation and implementation of a Phase I Environmental Site Assessment, a site specific hazardous materials management program, and site-specific hazardous materials screening, respectively, to reduce potentially significant impacts pertaining to hazardous materials sites during construction at the Tier 2/Project level.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategies HAZ-2, HAZ-2, and HAZ-3 (Draft Tier 1/Program EIS/EIR, pp. 3.11-71 through 3.11-73).

Public Airports and Private Airstrips

Threshold: Would the Program be located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport? Would the Program result in a safety hazard or excessive noise for people residing or working in the project area?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.11-61 through 3.11-62). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Potential impacts associated with consistency with airport land use compatibility plans depend on the location of rail infrastructure improvements, station facilities, and type of construction activities, which are currently unknown. Portions the Eastern Section of the Program Corridor are located within the Banning Municipal Airport, Bermuda Dunes Executive Airport, Palm Springs International Airport, and Jacqueline Cochran Regional Airport Influence Areas. As such, impacts are considered potentially significant (Draft Tier 1/Program EIS/EIR, pp. 3.11-48 through 3.11-49). Accordingly, Mitigation Strategy LU-3 has been identified to reduce potentially significant impacts associated with safety hazards and excessive noise associated with airports during construction and operation of Tier 2 projects to a level that is considered less than significant:

- **Mitigation Strategy LU 3:** During a subsequent Tier 2/Project level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis

identifies sensitive land uses or environmental resources within the Tier 2/Project level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

Implementation of Mitigation Strategy LU-3, which requires the preparation and implementation of a land use consistency analysis at the Tier 2/Project level, would reduce potentially significant impacts associated with safety hazards and excessive noise associated with airports during construction and operation of Tier 2 projects to a level that is considered less than significant.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategy LU-3 (Draft Tier 1/Program EIS/EIR, pp. 3.11-71 through 3.11-73).

Emergency Access

Threshold: Would the Program impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.11-62 through 3.11-63). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Potential construction impacts that could impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan are dependent on the location of rail infrastructure improvements and station facilities, which are currently unknown. However, implementation of Mitigation Strategies HAZ-4, LU-2, and LU-3 have been identified to minimize, reduce, or avoid potential impacts pertaining to emergency access and response by requiring coordination with emergency providers through design and analysis at the Tier 2/Project level, as follows:

- **Mitigation Strategy HAZ 4:** During Tier 2/Project level analysis, a Project specific Fire Control and Emergency Response Plan shall be prepared in coordination with local fire departments for the sites identified for the specific rail infrastructure or station facility proposed. The plan shall describe fire prevention and response practices that shall be implemented during construction and operation to minimize the risk of fire and, in the case of fire, provide for immediate fire suppression and notification.
- **Mitigation Strategy LU 2:** Based on the results of a subsequent Tier 2/Project level analysis and recommendations, the identified lead agency or agencies shall determine if a construction management plan is required for construction activities of the Tier 2/Project

level improvement being proposed. If required, a construction management plan shall be developed by the contractor and reviewed by the lead agency or agencies prior to construction and implemented during construction activities. The construction management plan shall include, but not be limited to, the following:

- Measures that minimize effects on populations and communities within the Tier 2/Project Study Area
 - Measures pertaining to visual protection, air quality, safety controls, noise controls, and traffic controls to minimize effects on populations and communities within the identified Tier 2/Project Study Area
 - Measures to ensure property access is maintained for local businesses, residences, and community and emergency services
 - Measures to consult with local transit providers to minimize effects on local and regional bus routes in affected communities
- **Mitigation Strategy LU 3:** During a subsequent Tier 2/Project level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

Implementation of Mitigation Strategies HAZ-4, LU-2, and LU-3 would minimize, reduce, or avoid potential impacts pertaining to emergency access and response by requiring coordination with emergency providers through design and analysis at the Tier 2/Project level.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation Mitigation Strategies HAZ-4, LU-2, and LU-3 (Draft Tier 1/Program EIS/EIR, pp. 3.11-71 through 3.11-73).

Wildland Fires

Threshold: Would the Program expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.11-62 through 3.11-63). Changes or alterations have been required in, or incorporated into, the

Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Construction of the Program in the Eastern Section of the Program Corridor would require the construction of rail stations, reconfiguration of existing or creation of new rail facilities, and potential ROW acquisition. Construction activities located within a SRA or LRA Fire Hazard Severity Zones under any of the Build Alternative Options have an increased risk of causing a wildfire due to increased human activity and ignition sources, including construction equipment that could create spark, be a source of heat, or leak flammable materials within an area. While applicable fire codes and design features for fire suppression would be developed, potential effects depend on where the infrastructure improvements, including new stations, would be located, which have not yet been selected. Which properties would be affected by the future construction and operation of a passenger rail system, and to what extent, cannot be determined at the Tier 1/Program level (Draft Tier 1/Program EIS/EIR, pp. 3.11-47 through 3.11-48). However, implementation of Mitigation Strategy HAZ-4 has been identified to minimize, reduce, or avoid potential impacts pertaining to wildland fires by requiring coordination with local fire departments to prepare project-specific Fire Control and Emergency Response Plans at the Tier 2/Project level, as follows:

- **Mitigation Strategy HAZ-4:** During Tier 2/Project level analysis, a Project-specific Fire Control and Emergency Response Plan shall be prepared in coordination with local fire departments for the sites identified for the specific rail infrastructure or station facility proposed. The plan shall describe fire prevention and response practices that shall be implemented during construction and operation to minimize the risk of fire and, in the case of fire, provide for immediate fire suppression and notification.

Implementation of Mitigation Strategies HAZ-4 would minimize, reduce, or avoid potential impacts pertaining to wildland fires by requiring coordination with local fire departments to prepare project-specific Fire Control and Emergency Response Plans at the Tier 2/Project level.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation Mitigation Strategy HAZ-4, (Draft Tier 1/Program EIS/EIR, p. 3.11-72).

4.2.6 Hydrology and Water Quality

Existing Drainage Patterns and Erosion/Siltation

Threshold: Would the Program substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation on- or off-site?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.9-44 through 3.9-45). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Potential construction impacts associated with erosion or siltation are dependent on the location of rail infrastructure improvements and station facilities, which are currently unknown. However, the construction of these improvements and facilities has the potential to alter the existing drainage patterns of the site through the addition of new impervious surfaces and structures (Draft Tier 1/Program EIS/EIR, pp. 3.9-36 through 3.9-39). Accordingly, Mitigation Strategies HWQ-2 and LU-3 have been identified to minimize, reduce, or avoid potentially significant impacts associated with erosion and siltation to a level that is considered less than significant:

- **Mitigation Strategy HWQ-2:** Based on the results of the Tier 2/Project-level analysis and recommendations, the construction of specific rail infrastructure or station facility proposed shall comply with the provisions of the National Pollutant Discharge Elimination System General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order Number 2009-0009-DWQ, National Pollutant Discharge Elimination System Number CAS000002) and any subsequent amendments (Order Number 2010-0014-DWQ and Order Number 2012-0006-DWQ). These provisions shall include, but are not limited to, the following:
 - Construction activities shall not commence until a waste discharger identification number is received from the State Water Resources Control Board Stormwater Multiple Application and Report Tracking System.
 - Identification of good housekeeping, erosion control, and sediment control best management practices shall be utilized during construction activities.
 - A stormwater pollution prevention plan shall be prepared.
 - A rain event action plan shall be prepared.
 - A notice of termination shall be submitted to the State Water Resources Control Board within 90 days of completion of construction and stabilization of the site.

These requirements, and any additional approvals, shall be determined in coordination with the governing agencies or local jurisdiction before construction on a project commences.

- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the

applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

Implementation of Mitigation Strategies HWQ-2 and LU-3, which require compliance with the National Pollutant Discharge Elimination System permits and preparation and implementation of a land use consistency analysis at the Tier 2/Project level, respectively, would minimize potential erosion and siltation impacts to a level that is considered less than significant.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation HWQ-2 and LU-3, (Draft Tier 1/Program EIS/EIR, pp. 3.9-51 through 3.9--52).

Existing Drainage and Surface Runoff/Flooding

Threshold: Would the Program substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.9-44 through 3.9-45). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Potential construction impacts related to surface runoff rate and volume increases are dependent on the location of rail infrastructure improvements and station facilities. The construction of these improvements and facilities has the potential to alter the existing drainage patterns of the site and flood flows within the area. There are numerous drainages, waterways, and floodplains in the Tier 1/Program EIS/EIR Study Area, but a detailed analysis on how drainage patterns and flood flow could change cannot be considered at the Tier 1/Program EIS/EIR level, as the locations of infrastructure and facilities is unknown (Draft Tier 1/Program EIS/EIR, pp. 3.9-34 through 3.9-35). Accordingly, the Mitigation Strategies HWQ-1 and LU-3 have been identified to minimize, reduce, or avoid potentially significant impacts associated with flooding to a level that is considered less than significant:

- **Mitigation Strategy HWQ 1:** During Tier 2/Project level analysis, additional floodplain hydrology documentation shall be conducted to determine if the siting of specific rail infrastructure or station facility proposed would encroach into a floodplain. If the siting of

specific rail infrastructure or station facility requires encroachment into a floodplain, a floodplain assessment shall be conducted to evaluate the impacts of specific designs on water surface elevations and flood conveyance and evaluate potential flooding risk. Any project that would result in floodplain encroachment shall coordinate with the governing agency or local jurisdiction. Any additional requirements that may be needed shall be determined in coordination with the applicable regulatory agencies.

- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

Implementation of Mitigation Strategies HWQ-1 and LU-3, which require the preparation and implementation of additional floodplain hydrology documentation and a land use consistency analysis at the Tier 2/Project level, respectively, would minimize potential flooding impacts to a level that is considered less than significant.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation HWQ-1 and LU-3, (Draft Tier 1/Program EIS/EIR, pp. 3.9-51 through 3.9-52).

Existing Drainage and Stormwater Drainage Capacity/Sources of Polluted Runoff

Threshold: Would the Program substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.9-45 through 3.9-46). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Potential construction impacts related to surface runoff rate and volume increases are dependent on the location of rail infrastructure improvements and station facilities. The construction of these improvements and facilities has the potential to alter the existing drainage patterns of the

site. There are numerous drainages, waterways, and floodplains in the Tier 1/Program EIS/EIR Study Area, but a detailed analysis on how drainage patterns could change cannot be considered at the Tier 1/Program EIS/EIR level as the locations of infrastructure and facilities is unknown (Draft Tier 1/Program EIS/EIR, pp. 3.9-34 through 3.9-35). Accordingly, Mitigation Strategy LU-3 has been identified to minimize, reduce, or avoid potentially significant impacts associated with stormwater drainage capacity and polluted runoff to a level that is considered less than significant:

- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

Implementation of Mitigation Strategy LU-3, which requires the preparation and implementation of a land use consistency analysis at the Tier 2/Project level, respectively, would minimize potential impacts associated with stormwater drainage capacity and polluted runoff to a level that is considered less than significant.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation LU-3 (Draft Tier 1/Program EIS/EIR, pp. 3.9-51 through 3.9-52).

Existing Drainage and Re-directing Flood Flows

Threshold: Would the Program substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would impede or redirect flood flows?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.9-47 through 3.9-48). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Potential impacts related to impeding or redirecting flood flows are dependent on the location of rail infrastructure improvements and station facilities, which are currently unknown. However, the construction of these improvements and facilities has the potential to alter the existing drainage patterns of the site and flood flows within an area through the addition of new impervious surfaces and structures (Draft Tier 1/Program EIS/EIR, pp. 3.9-34 through 3.9-37). Accordingly,

Mitigation Strategies HWQ-1 and LU-3 have been identified to minimize, reduce, or avoid potentially significant impacts associated with re-directing flood flows to a level that is considered less than significant:

- **Mitigation Strategy HWQ 1:** During Tier 2/Project level analysis, additional floodplain hydrology documentation shall be conducted to determine if the siting of specific rail infrastructure or station facility proposed would encroach into a floodplain. If the siting of specific rail infrastructure or station facility requires encroachment into a floodplain, a floodplain assessment shall be conducted to evaluate the impacts of specific designs on water surface elevations and flood conveyance and evaluate potential flooding risk. Any project that would result in floodplain encroachment shall coordinate with the governing agency or local jurisdiction. Any additional requirements that may be needed shall be determined in coordination with the applicable regulatory agencies.
- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

Implementation of Mitigation Strategies HWQ-1 and LU-3, which require the preparation and implementation of additional floodplain hydrology documentation and a land use consistency analysis at the Tier 2/Project level, respectively, would minimize potential impacts to a level that is considered less than significant.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation HWQ-1 and LU-3, (Draft Tier 1/Program EIS/EIR, pp. 3.9-51 through 3.9--52).

Risk Release of Pollutants Due to Program Inundation

Threshold: Would the Program be located in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.9-48 through 3.9-49). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Potential impacts related to flood hazards are dependent on the location of rail infrastructure improvements and station facilities, which are currently unknown. While the Eastern Section is not within an identified area for tsunami or seiche zone risks, it crosses numerous FEMA flood zones. Construction activities associated with new rail infrastructure or station facilities may impact flood flows (Draft Tier 1/Program EIS/EIR, pp. 3.9-34 through 3.9-35). Accordingly, the following mitigation strategies have been identified to minimize, reduce, or avoid potentially significant impacts associated with Program inundation due to flooding to a level that is considered less than significant:

- **Mitigation Strategy HWQ 1:** During Tier 2/Project level analysis, additional floodplain hydrology documentation shall be conducted to determine if the siting of specific rail infrastructure or station facility proposed would encroach into a floodplain. If the siting of specific rail infrastructure or station facility requires encroachment into a floodplain, a floodplain assessment shall be conducted to evaluate the impacts of specific designs on water surface elevations and flood conveyance and evaluate potential flooding risk. Any project that would result in floodplain encroachment shall coordinate with the governing agency or local jurisdiction. Any additional requirements that may be needed shall be determined in coordination with the applicable regulatory agencies.
- **Mitigation Strategy HWQ-2:** Based on the results of the Tier 2/Project-level analysis and recommendations, the construction of specific rail infrastructure or station facility proposed shall comply with the provisions of the National Pollutant Discharge Elimination System General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order Number 2009-0009-DWQ, National Pollutant Discharge Elimination System Number CAS000002) and any subsequent amendments (Order Number 2010-0014-DWQ and Order Number 2012-0006-DWQ). These provisions shall include, but are not limited to, the following:
 - Construction activities shall not commence until a waste discharger identification number is received from the State Water Resources Control Board Stormwater Multiple Application and Report Tracking System.
 - Identification of good housekeeping, erosion control, and sediment control best management practices shall be utilized during construction activities.
 - A stormwater pollution prevention plan shall be prepared.
 - A rain event action plan shall be prepared.
 - A notice of termination shall be submitted to the State Water Resources Control Board within 90 days of completion of construction and stabilization of the site.

These requirements, and any additional approvals, shall be determined in coordination with the governing agencies or local jurisdiction before construction on a project commences.

Implementation of Mitigation Strategies HWQ-1 and HWQ-2, which require additional floodplain hydrology documentation and compliance with the National Pollutant Discharge Elimination System permits at the Tier 2/Project level, respectively, would minimize potential impacts associated with Program inundation due to flooding to a level that is considered less than significant.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of HWQ-1 and HWQ-2 (Draft Tier 1/Program EIS/EIR, pp. 3.9-51 through 3.9--52).

Conflict with Water Quality Control Plan or Sustainable Groundwater Management Plan

Threshold: Would the Program conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.9-49 through 3.9-50). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Potential conflicts with a water quality control plan or sustainable groundwater management plan are dependent on where the rail infrastructure improvements and station facilities are located, which is currently unknown. However, construction impacts could occur in multiple jurisdictions under different regional water quality programs (Draft Tier 1/Program EIS/EIR, pp. 3.9-49 through 3.9-50). Accordingly, Mitigation Strategies HWQ-2 and LU-3 have been identified to reduce potentially significant impacts associated with Program construction conflicts with a water quality control plan or sustainable groundwater management plan to a level that is considered less than significant.

Similarly, potential conflicts with a water quality control plan or sustainable groundwater management plan during Program operation are dependent on where rail infrastructure improvements and station facilities are located. Operational impacts could occur in multiple jurisdictions under different regional water quality programs. Accordingly, Mitigation Strategies HWQ-1, LU-3, and UTL-1 have been identified to minimize, reduce, or avoid potentially significant impacts associated with Program conflicts with a water quality control plan or sustainable groundwater management plan during operation to a level that is considered less than significant.

- **Mitigation Strategy HWQ-1:** During Tier 2/Project-level analysis, additional floodplain hydrology documentation shall be conducted to determine if the siting of specific rail

infrastructure or station facility proposed would encroach into a floodplain. If the siting of specific rail infrastructure or station facility requires encroachment into a floodplain, a floodplain assessment shall be conducted to evaluate the impacts of specific designs on water surface elevations and flood conveyance and evaluate potential flooding risk. Any project that would result in floodplain encroachment shall coordinate with the governing agency or local jurisdiction. Any additional requirements that may be needed shall be determined in coordination with the applicable regulatory agencies.

- **Mitigation Strategy HWQ-2:** Based on the results of the Tier 2/Project-level analysis and recommendations, the construction of specific rail infrastructure or station facility proposed shall comply with the provisions of the National Pollutant Discharge Elimination System General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order Number 2009-0009-DWQ, National Pollutant Discharge Elimination System Number CAS000002) and any subsequent amendments (Order Number 2010-0014-DWQ and Order Number 2012-0006-DWQ). These provisions shall include, but are not limited to, the following:
 - Construction activities shall not commence until a waste discharger identification number is received from the State Water Resources Control Board Stormwater Multiple Application and Report Tracking System.
 - Identification of good housekeeping, erosion control, and sediment control best management practices shall be utilized during construction activities.
 - A stormwater pollution prevention plan shall be prepared.
 - A rain event action plan shall be prepared.
 - A notice of termination shall be submitted to the State Water Resources Control Board within 90 days of completion of construction and stabilization of the site.

These requirements, and any additional approvals, shall be determined in coordination with the governing agencies or local jurisdiction before construction on a project commences.

- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

- **Mitigation Strategy UTL-1:** During Tier 2/Project-level analysis, additional water supply documentation shall be conducted by the identified lead agency or agencies to determine water supply impacts (including groundwater basin withdrawals) associated with the operation of rail infrastructure or station facility proposed. If required by the identified lead agency or agencies, this documentation shall include, but is not limited to, the following:
 - A site-specific water supply assessment shall be prepared, per Senate Bill 610 requirements.
 - Water supply verification letters shall be obtained from the applicable water purveyor per Senate Bill 221 requirements.

Implementation of Mitigation Strategies HWQ-2 and LU-3 would minimize, reduce, or avoid potential conflicts with water quality control plans or sustainable groundwater management plans by requiring compliance with applicable regulations and identifying specific resources that would be impacted by Tier 2/Project-level construction. Implementation of Mitigation Strategies HWQ-3, UTL-1, and LU-3 would minimize, reduce, or avoid potential conflicts with water quality control plans or sustainable groundwater management plans by requiring compliance with applicable regulations and identifying specific resources that would be impacted by Project operation.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation HWQ-1, HWQ-2, LU-3, and UTL-1 (Draft Tier 1/Program EIS/EIR, pp. 3.9-50 through 3.9-52).

4.2.7 Noise and Vibration

Ground-Borne Vibration

Threshold: Would the Program result in generation of excessive groundborne vibration or groundborne noise levels?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.6-37 through 3.6-38). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Potentially significant impacts may occur at the Tier 1/Program EIS/EIR evaluation level under the Program. Potential impacts related to excessive ground borne vibration or noise levels are dependent on the location of rail infrastructure improvements, station facilities, and the type of construction activities. Vibration from construction equipment may be intermittently perceptible at sensitive receptor locations. Operation of station facilities or new rail infrastructure

improvements may also result in a new source of vibration within a particular site. These are considered potentially significant impacts (Draft Tier 1/Program EIS/EIR, pp. 3.6-30 through 3.6-32). Accordingly, Mitigation Strategy NOI-2 has been identified to minimize, reduce, or avoid potentially significant impacts associated with groundborne vibration to a level that is considered less than significant:

- **Mitigation Strategy NOI-2:** During Tier 2/Project-level analysis, a site-specific noise and vibration assessment shall be prepared for the specific rail infrastructure or station facility proposed. The site-specific noise and vibration assessment shall include, but not be limited to, the following:
 - Identification of adjacent noise sensitive land uses that would be impacted by construction and operation activities associated with the specific rail infrastructure or station facility.
 - Identification of construction equipment required to be within 50 feet of existing structures. If construction equipment is required within 50 feet, the assessment will demonstrate that the human annoyance threshold of 78 velocity in decibels (0.032 inches per second peak particle velocity) and structural damage thresholds of 0.2 inches per second peak particle velocity for nonengineered timber and masonry buildings and 0.12 inches per second peak particle velocity for historic-age buildings that are extremely susceptible to vibration damage is achieved.
 - Identification of existing noise levels at the nearest noise sensitive land uses.
 - Identification of any on-site generated noise sources, including generators, mechanical equipment, and trucks and predicted noise levels at property lines from all identified equipment.
 - Recommended mitigation to be implemented (e.g., enclosures, barriers, site orientation), to ensure compliance with the local jurisdiction's noise regulations or ordinances. Noise reduction measures shall include building noise-attenuating walls, reducing noise at the source by requiring quieter machinery or limiting the hours of operation, or other attenuation measures. Exact noise mitigation measures and their effectiveness shall be determined by the site-specific noise analyses.

Implementation of Mitigation Strategy NOI-2 would reduce potentially significant impacts associated with groundborne vibration to a level that is less than significant by requiring preparation and implementation of site specific noise and vibration assessments during Tier 2/Project-level analyses. For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts

relating to this issue would be less than significant with the incorporation of Mitigation Strategy NOI-2 (Draft Tier 1/Program EIS/EIR, pp. 3.6-41 through 3.6-42).

Private/Public Airport

Threshold: Would the Program be located within the vicinity of a private airstrip or an airport land use plan area or, where such a plan has not been adopted, within two miles of a public airport or public use airport and expose people residing or working in the Program area to excessive noise levels?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.6-37 through 3.6-38). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Potential impacts associated with consistency with airport land use compatibility plans depend on the location of rail infrastructure improvements, station facilities, and type of construction activities, which are currently unknown. Portions the Eastern Section of the Program Corridor are located within the Banning Municipal Airport, Bermuda Dunes Executive Airport, Palm Springs International Airport, and Jacqueline Cochran Regional Airport Influence Areas. As such, impacts are considered potentially significant (Draft Tier 1/Program EIS/EIR, pp. 3.6-37 through 3.6-38). Accordingly, Mitigation Strategy LU-3 has been identified to reduce potentially significant impacts associated with excessive noise associated with airports during construction and operation of Tier 2 projects to a level that is considered less than significant:

- **Mitigation Strategy LU 3:** During a subsequent Tier 2/Project level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

Implementation of Mitigation Strategy LU-3, which requires the preparation and implementation of a land use consistency analysis at the Tier 2/Project level, would reduce potentially significant impacts associated with excessive noise associated with airports during construction and operation of Tier 2 projects to a level that is considered less than significant.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategy LU-3 (Draft Tier 1/Program EIS/EIR, pp. 3.6-37 through 3.6-38).

4.2.8 Population and Housing

Substantial Unplanned Population Growth

Threshold: Would the Program induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, p. 3.16-19). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: The Program would implement new railroad infrastructure that may result in additional population growth within the Program Corridor. This is considered a potentially significant impact. Accordingly, Mitigation Strategies PH-1 and LU-3 have been identified to minimize, reduce, or avoid potentially significant impacts associated with substantial unplanned population growth to a level that is considered less than significant:

- **Mitigation Strategy PH-1:** During Tier 2/Project-level analysis, any required acquisitions related to the construction of infrastructure improvements (such as sidings, additional main line track, wayside signals, drainage, grade-separation structures, and stations) shall be identified. If the proposed Project would have the potential to result in property acquisitions that would require residential or commercial displacement, a relocation mitigation plan shall be prepared, in consultation with affected property owners. The relocation mitigation plan shall be designed to meet the following objectives:
 - Provide affected property and business owners and tenants a high level of individualized assistance in situations when acquisition is necessary, and the property owner desires to relocate the existing use
 - Coordinate relocation activities that would result in displacements to ensure all displaced persons and businesses receive fair and consistent relocation benefits
 - Minimize the permanent closure of businesses and non-profit agencies as a result of property acquisition
 - Within the limits established by law and regulation, minimize the economic disruption caused to property owners by relocation
 - Provide regulatory compliance assistance to those business owners who require complex permitting

- **Mitigation Strategy LU 3:** During a subsequent Tier 2/Project level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

Implementation of Mitigation Strategies PH-1 and LU-3, which require the identification of potential property acquisitions and the preparation and implementation of a land use consistency analysis at the Tier 2/Project level, respectively, would reduce potentially significant impacts associated with substantial, unplanned population growth as a result of the Program to a level that is considered less than significant.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategies PH-1 and LU-3 (Draft Tier 1/Program EIS/EIR, p. 3.16-19).

Displace Housing and People

Threshold: Would the Program displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, p. 3.16-20). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: The Program may require the acquisition of significant ROW, and, as a result could displace people and housing. Accordingly, Mitigation Strategy PH-1 has been identified to minimize, reduce, or avoid potentially significant impacts associated with displacing substantial numbers of people and housing to a level that is considered less than significant:

- **Mitigation Strategy PH-1:** During Tier 2/Project-level analysis, any required acquisitions related to the construction of infrastructure improvements (such as sidings, additional main line track, wayside signals, drainage, grade-separation structures, and stations) shall be identified. If the proposed Project would have the potential to result in property acquisitions that would require residential or commercial displacement, a relocation mitigation plan shall be prepared, in consultation with affected property owners. The relocation mitigation plan shall be designed to meet the following objectives:

- Provide affected property and business owners and tenants a high level of individualized assistance in situations when acquisition is necessary, and the property owner desires to relocate the existing use
- Coordinate relocation activities that would result in displacements to ensure all displaced persons and businesses receive fair and consistent relocation benefits
- Minimize the permanent closure of businesses and non-profit agencies as a result of property acquisition
- Within the limits established by law and regulation, minimize the economic disruption caused to property owners by relocation
- Provide regulatory compliance assistance to those business owners who require complex permitting

Implementation of Mitigation Strategy PH-1, which requires the identification of potential property acquisitions at the Tier 2/Project level, would reduce potentially significant impacts associated with displacing substantial numbers of people and housing to a level that is considered less than significant.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategy PH-1 (Draft Tier 1/Program EIS/EIR, p. 3.16-20).

4.2.9 Recreation

Existing Facilities

Threshold: Would the proposed Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.14-28 through 3.14-29). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Implementation of the Program would result in the operation of passenger rail service. The improvements envisioned include various rail infrastructure and station facilities that are not anticipated to result in population growth that would increase the use of recreational facilities in the area. However, in the event that station facilities include a transit-orientated development component, there is the potential for an increase in use at existing recreational resources. This is

considered a potentially significant impact. Accordingly, Mitigation Strategy PCS-1 has been identified to minimize, reduce, or avoid potentially significant impacts on existing neighborhood and regional parks or other recreational facilities to a less than significant level:

- **Mitigation Strategy PCS-1:** During Tier 2/Project-level analysis, recreational resources that would be impacted by the site-specific rail infrastructure improvement or station facility shall be identified, and any physical take of recreational properties shall be evaluated. Measures to avoid or minimize impacts on recreational properties shall include, but are not limited to, the following:
 - Selection of rail station locations that avoid recreational resources
 - Moving equipment and facilities to another located within existing parkland
 - Planting vegetation to offset removed vegetation or to establish visual or auditory screening
- **Mitigation Strategy LU 3:** During a subsequent Tier 2/Project level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

Implementation of Mitigation Strategy PCS-1, which requires further analysis of impacts to parks and recreational facilities at the Tier 2/Project level, would reduce potentially significant impacts on existing neighborhood and regional parks or other recreational facilities to a level that is considered less than significant.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategy PCS-1 (Draft Tier 1/Program EIS/EIR, p. 3.14-31).

4.2.10 Transportation

CEQA Guidelines Section 15064.3(b)

Threshold: Would the Program conflict with or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.3-60 through 3.3-61). Changes or alterations have been required in, or incorporated into, the Program

that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Potential impacts associated with construction VMTs depend of the location of new stations and other rail infrastructure improvements, which are currently unknown. Construction of these improvements could require large scale construction activities over an extended period of time. A detailed construction VMT analysis cannot be considered at the Tier 1/Program EIS/EIR level because such an analysis at this stage would be too speculative, given the exact location and duration of construction associated with station facilities and other rail infrastructure improvements is unknown. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Accordingly, Mitigation Strategy TR-1 has been identified to minimize, reduce, or avoid potentially significant impacts associated with conflicts with CEQA Guidelines section 15064.3(b) to a less than significant level:

- **Mitigation Strategy TR-1:** During Tier 2/Project-level analysis, a Project-specific traffic impact analysis shall be required for the sites identified for the specific rail infrastructure or station facility proposed. The traffic impact analysis shall be prepared using the standards and procedures of the applicable local jurisdiction(s) in which the Project is located. The traffic impact analysis may include, but will not be limited to, the following:
 - Analysis of construction related traffic impacts including identification and analysis of:
 - Transportation management plans to mitigate construction-related traffic, including coordination with emergency providers
 - Alternative work windows or temporary construction features (e.g., shoo-fly) to minimize disruption to rail operations during construction
 - Coordination with railroad host, operators and the jurisdiction within which construction will occur
 - Identification of haul routes for construction trucks, construction traffic management strategies, and any re-routing of vehicular, pedestrian, and bicycle routes
 - Analysis of operational-related traffic impacts including identification and analysis of:
 - Roadway network impacts and fair-share mitigation to mitigate impacts
 - Transportation system management/signal optimization, including retiming, rephrasing, and signal optimization; turn prohibitions; use of one-way street; and traffic diversion to alternative routes
 - For station facilities, identification and analysis of:

- Roadway network impacts associated with trips resulting from travel activity at stations
- Station amenities (e.g., parking, alternative modes of transit features, ticketing, emergency access)

Implementation of Mitigation Strategy TR-1 would reduce potentially significant impacts associated with conflicts with CEQA Guidelines section 15064.3(b) to a less than significant level by requiring the preparation and implementation of a Project-specific traffic impact analysis at the Tier 2/Project level.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategy TR-1 (Draft Tier 1/Program EIS/EIR, p. 3.3-65).

Hazards Due to Geometric Design

Threshold: Would the Program substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.3-61 through 3.3-62). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Construction of the rail infrastructure improvements or station facilities have the potential to result in hazards from geometric design features or incompatible land uses. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Accordingly, Mitigation Strategies TR-1, LU-2, and SS-1 have been identified to minimize, reduce, or avoid potentially significant impacts associated with geometric design hazards:

- **Mitigation Strategy TR-1:** During Tier 2/Project-level analysis, a Project-specific traffic impact analysis shall be required for the sites identified for the specific rail infrastructure or station facility proposed. The traffic impact analysis shall be prepared using the standards and procedures of the applicable local jurisdiction(s) in which the Project is located. The traffic impact analysis may include, but will not be limited to, the following:
 - Analysis of construction related traffic impacts including identification and analysis of:
 - Transportation management plans to mitigate construction-related traffic, including coordination with emergency providers

- Alternative work windows or temporary construction features (e.g., shoo-fly) to minimize disruption to rail operations during construction
 - Coordination with railroad host, operators and the jurisdiction within which construction will occur
 - Identification of haul routes for construction trucks, construction traffic management strategies, and any re-routing of vehicular, pedestrian, and bicycle routes
- Analysis of operational-related traffic impacts including identification and analysis of:
 - Roadway network impacts and fair-share mitigation to mitigate impacts
 - Transportation system management/signal optimization, including retiming, rephrasing, and signal optimization; turn prohibitions; use of one-way street; and traffic diversion to alternative routes
- For station facilities, identification and analysis of:
 - Roadway network impacts associated with trips resulting from travel activity at stations
 - Station amenities (e.g., parking, alternative modes of transit features, ticketing, emergency access)
- **Mitigation Strategy LU-2:** Based on the results of a subsequent Tier 2/Project-level analysis and recommendations, the identified lead agency or agencies shall determine if a construction management plan is required for construction activities of the Tier 2/Project-level improvement being proposed. If required, a construction management plan shall be developed by the contractor and reviewed by the lead agency or agencies prior to construction and implemented during construction activities. The construction management plan shall include, but not be limited to, the following:
 - Measures that minimize effects on populations and communities within the Tier 2/Project Study Area
 - Measures pertaining to visual protection, air quality, safety controls, noise controls, and traffic controls to minimize effects on populations and communities within the Tier 2/Project Study Area
 - Measures to ensure property access is maintained for local businesses, residences, and community and emergency services

- Measures to consult with local transit providers to minimize effects on local and regional bus routes in affected communities
- Measures to consult with local jurisdictions and utility providers to minimize effects on utilities in affected communities
- **Mitigation Strategy SS-1:** During Tier 2/Project-level analysis, a Project-specific collision hazard analysis shall be required and would be prepared in coordination local jurisdictions in which the specific rail infrastructure or station facility is located. The collision hazard analysis shall be prepared in compliance with the Federal Railroad Administration's Collision Hazard Analysis Guide: Commuter and Intercity Passenger Service (Federal Railroad Administration 2007), which provides a step-by-step procedure on how to perform a hazard analysis, and how to develop effective mitigation strategies that would improve passenger rail safety.

Implementation of Mitigation Strategies TR-1, LU-2, and SS-1 would reduce potentially significant impacts associated with geometric design hazards to a less than significant level by requiring the preparation and implementation of a Project-specific traffic impact analysis, construction management plan, and collision hazard analysis, respectively, and if applicable, at the Tier 2/Project level.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategies TR-1, LU-2, and SS-1 (Draft Tier 1/Program EIS/EIR, p. 3.3-65).

Inadequate Emergency Access

Threshold: Would the Program result in inadequate emergency access?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.3-63 through 3.3-64). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Potential impacts are dependent on the location of new stations and infrastructure improvements, which are currently unknown. Construction of the rail infrastructure improvements or station facilities have the potential to result in inadequate emergency access if road closures or detours are proposed or if adequate access to new stations is not provided. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Accordingly, Mitigation Strategies TR-1, LU-2, and SS-1 have been identified to minimize, reduce, or avoid potentially significant impacts associated with inadequate emergency access:

- **Mitigation Strategy TR-1:** During Tier 2/Project-level analysis, a Project-specific traffic impact analysis shall be required for the sites identified for the specific rail infrastructure or station facility proposed. The traffic impact analysis shall be prepared using the standards and procedures of the applicable local jurisdiction(s) in which the Project is located. The traffic impact analysis may include, but will not be limited to, the following:
 - Analysis of construction related traffic impacts including identification and analysis of:
 - Transportation management plans to mitigate construction-related traffic, including coordination with emergency providers
 - Alternative work windows or temporary construction features (e.g., shoo-fly) to minimize disruption to rail operations during construction
 - Coordination with railroad host, operators and the jurisdiction within which construction will occur
 - Identification of haul routes for construction trucks, construction traffic management strategies, and any re-routing of vehicular, pedestrian, and bicycle routes
 - Analysis of operational-related traffic impacts including identification and analysis of:
 - Roadway network impacts and fair-share mitigation to mitigate impacts
 - Transportation system management/signal optimization, including retiming, rephrasing, and signal optimization; turn prohibitions; use of one-way street; and traffic diversion to alternative routes
 - For station facilities, identification and analysis of:
 - Roadway network impacts associated with trips resulting from travel activity at stations
 - Station amenities (e.g., parking, alternative modes of transit features, ticketing, emergency access)
- **Mitigation Strategy LU-2:** Based on the results of a subsequent Tier 2/Project-level analysis and recommendations, the identified lead agency or agencies shall determine if a construction management plan is required for construction activities of the Tier 2/Project-level improvement being proposed. If required, a construction management plan shall be developed by the contractor and reviewed by the lead agency or agencies prior to construction and implemented during construction activities. The construction management plan shall include, but not be limited to, the following:

- Measures that minimize effects on populations and communities within the Tier 2/Project Study Area
- Measures pertaining to visual protection, air quality, safety controls, noise controls, and traffic controls to minimize effects on populations and communities within the Tier 2/Project Study Area
- Measures to ensure property access is maintained for local businesses, residences, and community and emergency services
- Measures to consult with local transit providers to minimize effects on local and regional bus routes in affected communities
- Measures to consult with local jurisdictions and utility providers to minimize effects on utilities in affected communities
- **Mitigation Strategy SS-1:** During Tier 2/Project-level analysis, a Project-specific collision hazard analysis shall be required and would be prepared in coordination local jurisdictions in which the specific rail infrastructure or station facility is located. The collision hazard analysis shall be prepared in compliance with the Federal Railroad Administration's Collision Hazard Analysis Guide: Commuter and Intercity Passenger Service (Federal Railroad Administration 2007), which provides a step-by-step procedure on how to perform a hazard analysis, and how to develop effective mitigation strategies that would improve passenger rail safety.

Implementation of Mitigation Strategies TR-1, LU-2, and SS-1 would reduce potentially significant impacts associated with inadequate emergency access to a less than significant level by requiring the preparation and implementation of a Project-specific traffic impact analysis, construction management plan, and collision hazard analysis, respectively, and if applicable, at the Tier 2/Project level.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategies TR-1, LU-2, and SS-1 (Draft Tier 1/Program EIS/EIR, p. 3.3-65).

4.2.11 Utilities and Service Systems

Wastewater Treatment

Threshold: Would the Program result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.12-45 through 3.12-46). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: During construction activities, the construction contractor would provide portable toilets on site, which would then be removed from the site on a regular basis for servicing off site at an approved wastewater handling facility. Therefore, construction activities are unlikely to produce a substantial increase in wastewater generation and would have minimal impacts on wastewater treatment facilities. New rail infrastructure improvements are not anticipated to generate substantial amounts of wastewater during operation or maintenance activities. However, new station or maintenance facilities would result in a new source of wastewater that would need to be treated by the local wastewater treatment facility (Draft Tier 1/Program EIS/EIR, pp. 3.12-31 through 3.12-33). Accordingly, Mitigation Strategies UTL-2 and LU-3 have been identified to minimize, reduce, or avoid potentially significant impacts associated with wastewater treatment capacity to a level that is considered less than significant.

- **Mitigation Strategy UTL-2:** During Tier 2/Project-level analysis, a site-specific utilities report shall be prepared for the rail infrastructure or station facility proposed. The utilities report will identify the ability for existing utility infrastructure to serve the Project, additional utility infrastructure needs, and local jurisdiction/utility provider coordination. The report shall include, but not be limited to, the following analyses:
 - *Wastewater/Sewer Infrastructure.* Identification of existing sewer infrastructure, sewer capacity, required wastewater/sewer relocations, and site-specific wastewater generation estimates
 - *Electrical Infrastructure.* Identification of existing electrical infrastructure, electrical capacity, required electrical infrastructure relocations, and site-specific electrical demand estimates
 - *Natural Gas Infrastructure.* Identification of existing natural gas infrastructure, required natural gas infrastructure relocations, and site-specific natural gas demand estimates
- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resource within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

Implementation of Mitigation Strategies UTL-2 and LU-3, which require the preparation and implementation of site-specific utilities reports and land use consistency analysis at the Tier 2/Project level, respectively, would reduce potentially significant impacts on available wastewater treatment capacity to a level that is considered less than significant.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation of Mitigation Strategies UTL-2 and LU-3 (Draft Tier 1/Program EIS/EIR, pp. 3.12-46).

4.2.12 Wildfire

Impairment of Emergency Response and Evacuation Plans

Threshold: If located in or near state responsibility areas or lands classified as very high fire severity zones, would the Program substantially impair an adopted emergency response plan or emergency evacuation plan?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.11-63 through 3.11-65). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Potential construction impacts that could impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan are dependent on the location of rail infrastructure improvements and station facilities, which are currently unknown. However, Mitigation Strategies HAZ-4, LU-2, and LU-3 have been identified to minimize, reduce, or avoid potential impacts pertaining to emergency access and response by requiring coordination with emergency providers through design and analysis at the Tier 2/Project level, as follows:

- **Mitigation Strategy HAZ-4:** During Tier 2/Project level analysis, a Project specific Fire Control and Emergency Response Plan shall be prepared in coordination with local fire departments for the sites identified for the specific rail infrastructure or station facility proposed. The plan shall describe fire prevention and response practices that shall be implemented during construction and operation to minimize the risk of fire and, in the case of fire, provide for immediate fire suppression and notification.
- **Mitigation Strategy LU-2:** Based on the results of a subsequent Tier 2/Project level analysis and recommendations, the identified lead agency or agencies shall determine if a construction management plan is required for construction activities of the Tier 2/Project level improvement being proposed. If required, a construction management plan shall be developed by the contractor and reviewed by the lead agency or agencies prior to

construction and implemented during construction activities. The construction management plan shall include, but not be limited to, the following:

- Measures that minimize effects on populations and communities within the Tier 2/Project Study Area
- Measures pertaining to visual protection, air quality, safety controls, noise controls, and traffic controls to minimize effects on populations and communities within the identified Tier 2/Project Study Area
- Measures to ensure property access is maintained for local businesses, residences, and community and emergency services
- Measures to consult with local transit providers to minimize effects on local and regional bus routes in affected communities
- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

Implementation of Mitigation Strategies HAZ-4, LU-2, and LU-3 would minimize, reduce, or avoid potential impacts pertaining to emergency access and response by requiring coordination with emergency providers through design and analysis at the Tier 2/Project level.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation Mitigation Strategies HAZ-4, LU-2, and LU-3 (Draft Tier 1/Program EIS/EIR, pp. 3.11-71 through 3.11-73).

Wildfire Pollutants and Uncontrolled Spread of a Wildfire

Threshold: If located in or near state responsibility areas or lands classified as very high fire severity zones, would the Program, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.11-66 through 3.11-67). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Construction of the Program in the Eastern Section of the Program Corridor would require the construction of rail stations, reconfiguration of existing or creation of new rail facilities, and potential ROW acquisition. Construction activities located within a SRA or LRA Fire Hazard Severity Zones under any of the Build Alternative Options have an increased risk of causing a wildfire due to increased human activity and ignition sources, including construction equipment that could create spark, be a source of heat, or leak flammable materials within an area. While applicable fire codes would be complied with and design features for fire suppression would be developed, potential effects depend on where the infrastructure improvements, including new stations, would be located, which have not yet been selected. Which properties would be affected by the future construction and operation of a passenger rail system, and to what extent, cannot be determined at the Tier 1/Program level. Once construction ceases, operation of the new railroad infrastructure and stations under the Build Alternative Options would not be anticipated to result in changes associated with fire severity hazard zones. However, the operation of new station facilities within fire severity zones could result in an increased wildfire risk to people or structures in the area; therefore, there is potential for significant impacts (Draft Tier 1/Program EIS/EIR, pp. 3.11-47 through 3.11-48). However, Mitigation Strategy HAZ-4 has been identified to minimize, reduce, or avoid potential impacts pertaining to wildland fires during construction and operation by requiring coordination with local fire departments to prepare project-specific Fire Control and Emergency Response Plans at the Tier 2/Project level, as follows:

- **Mitigation Strategy HAZ-4:** During Tier 2/Project level analysis, a Project-specific Fire Control and Emergency Response Plan shall be prepared in coordination with local fire departments for the sites identified for the specific rail infrastructure or station facility proposed. The plan shall describe fire prevention and response practices that shall be implemented during construction and operation to minimize the risk of fire and, in the case of fire, provide for immediate fire suppression and notification.

Implementation of Mitigation Strategies HAZ-4 would minimize, reduce, or avoid potential impacts pertaining to pollutant concentrations from a wildfire and the uncontrolled spread of a wildfire by requiring coordination with local fire departments to prepare project-specific Fire Control and Emergency Response Plans at the Tier 2/Project level.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation Mitigation Strategy HAZ-4, (Draft Tier 1/Program EIS/EIR, p. 3.11-72).

Infrastructure-Related Wildfire Risks

Threshold: If located in or near state responsibility areas or lands classified as very high fire severity zones, would the Program require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.11-67 through 3.11-68). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Construction of the Program in the Eastern Section of the Program Corridor would require the construction of rail stations, reconfiguration of existing or creation of new rail facilities, and potential ROW acquisition. Construction activities located within a SRA or LRA Fire Hazard Severity Zones under any of the Build Alternative Options have an increased risk of causing a wildfire due to increased human activity and ignition sources, including construction equipment that could create spark, be a source of heat, or leak flammable materials within an area. While applicable fire codes and design features for fire suppression would be developed, potential effects depend on where the infrastructure improvements, including new stations, would be located, which have not yet been selected. Which properties would be affected by the future construction and operation of a passenger rail system, and to what extent, cannot be determined at the Tier 1/Program level.

Once construction ceases, operation of the new railroad infrastructure and stations under the Build Alternative Options would not be anticipated to result in changes associated with fire severity hazard zones. However, the operation of new station facilities within fire severity zones could result in an increased wildfire risk to people or structures in the area; therefore, there is potential for significant impacts (Draft Tier 1/Program EIS/EIR, pp. 3.11-47 through 3.11-48). However, Mitigation Strategy HAZ-4 has been identified to minimize, reduce, or avoid potential impacts pertaining to wildland fires during construction and operation by requiring coordination with local fire departments to prepare project-specific Fire Control and Emergency Response Plans at the Tier 2/Project level, as follows:

- **Mitigation Strategy HAZ-4:** During Tier 2/Project level analysis, a Project-specific Fire Control and Emergency Response Plan shall be prepared in coordination with local fire departments for the sites identified for the specific rail infrastructure or station facility proposed. The plan shall describe fire prevention and response practices that shall be implemented during construction and operation to minimize the risk of fire and, in the case of fire, provide for immediate fire suppression and notification.

Implementation of Mitigation Strategies HAZ-4 would minimize, reduce, or avoid potential impacts pertaining to exacerbation of wildfire risks by requiring coordination with local fire departments to prepare project-specific Fire Control and Emergency Response Plans at the Tier 2/Project level.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation Mitigation Strategy HAZ-4, (Draft Tier 1/Program EIS/EIR, p. 3.11-72).

Landslide and Slope Instability

Threshold: If located in or near state responsibility areas or lands classified as very high fire severity zones, would the Program expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post fire slope instability, or drainage changes?

Findings: Less than significant with mitigation incorporated (Draft Tier 1/Program EIS/EIR, pp. 3.11-68 through 3.11-69). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).)

Explanation: Construction of the Program in the Eastern Section of the Program Corridor would require the construction of rail stations, reconfiguration of existing or creation of new rail facilities, and potential ROW acquisition. Construction activities located within a SRA or LRA Fire Hazard Severity Zones under any of the Build Alternative Options have an increased risk of causing a wildfire due to increased human activity and ignition sources, including construction equipment that could create spark, be a source of heat, or leak flammable materials within an area. While applicable fire codes and design features for fire suppression would be developed, potential effects depend on where the infrastructure improvements, including new stations, would be located, which have not yet been selected. Which properties would be affected by the future construction and operation of a passenger rail system, and to what extent, cannot be determined at the Tier 1/Program level.

Once construction ceases, operation of the new railroad infrastructure and stations under the Build Alternative Options would not be anticipated to result in changes associated with fire severity hazard zones. (Draft Tier 1/Program EIS/EIR, pp. 3.11-47 through 3.11-48). However, implementation of Mitigation Strategy HAZ-4 has been identified to minimize, reduce, or avoid potential impacts pertaining to landslides and slope instability within wildfire areas during construction by requiring coordination with local fire departments to prepare project-specific Fire Control and Emergency Response Plans at the Tier 2/Project level, as follows:

- **Mitigation Strategy HAZ-4:** During Tier 2/Project level analysis, a Project-specific Fire Control and Emergency Response Plan shall be prepared in coordination with local fire

departments for the sites identified for the specific rail infrastructure or station facility proposed. The plan shall describe fire prevention and response practices that shall be implemented during construction and operation to minimize the risk of fire and, in the case of fire, provide for immediate fire suppression and notification.

Implementation of Mitigation Strategies HAZ-4 would minimize, reduce, or avoid potential impacts pertaining to exacerbation of wildfire risks, including landslides and slope instability, by requiring coordination with local fire departments to prepare project-specific Fire Control and Emergency Response Plans at the Tier 2/Project level.

For the foregoing reasons and the reasons discussed in the Draft Tier 1/Program EIS/EIR, impacts relating to this issue would be less than significant with the incorporation Mitigation Strategy HAZ-4, (Draft Tier 1/Program EIS/EIR, p. 3.11-72).

4.3 Findings Regarding Impacts Not Fully Mitigated to a Level that is Less than Significant

The following significant and potentially significant environmental impacts of the Program at the Tier 1/Program level could be unavoidable and cannot be mitigated in a manner that would substantially lessen the environmental impact during subsequent Tier 2/Project-level analysis. As indicated below, RCTC has identified mitigation strategies that could reduce these impacts, albeit not to less-than-significant levels. RCTC hereby adopts these measures. Notwithstanding the disclosure of these significant and unavoidable impacts, RCTC elects to approve the Program and a statement of overriding considerations as set forth below in the Statement of Overriding Considerations is included herein, pursuant to State CEQA Guidelines Section 15093.

4.3.1 Aesthetics

Scenic Vistas

Threshold: Would the Program have a substantial adverse effect on a scenic vista?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.4-29 through 3.4-30). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potential impacts on scenic vistas depend on the location of new stations, grade separations, and sound barriers, which are currently unknown. Visual impacts may occur if these new structures block views of important scenic vistas. Implementation of Mitigation Strategy VIS-1 would minimize, reduce, or avoid impacts on scenic vistas by identifying design alternatives (e.g., undercrossings instead of overcrossings where scenic vistas might be blocked) or material alternatives (e.g., see-through materials for noise barriers) that would preserve existing views of scenic vistas. However, impacts may remain significant and unavoidable as further analysis may determine that there is a conflict that cannot be mitigated between land uses (Draft Tier 1/Program EIS/EIR, p. 3.4-22).

- **Mitigation Strategy VIS-1:** During the Tier 2/Project-level environmental process, the identified lead agency or agencies shall conduct an inventory of visual or aesthetic resources at the location of specific rail infrastructure and station facility proposed. If visual or aesthetic resources are present, the identified lead agency or agencies shall undertake an analysis associated with the specific rail infrastructure and station facility proposed. The analysis shall include, but not be limited to, the following:
 - Infrastructure/station effects and impacts associated with blocking views of identified visual resources (e.g., local scenic resources, mountain/foothill views)
 - Infrastructure/station effects and impacts associated with change in visual character (e.g., removal of structures or landscaping)
 - Infrastructure/station effects and impacts associated with local design criteria and guidelines
 - Infrastructure/station effects and impacts associated with local lighting design criteria and guidelines

Criteria to determine the type of site-specific mitigation for visual resources would be developed by the identified lead agency or agencies in consultation with local jurisdictions during the Tier 2/Project-level environmental process.

Visual Character and Quality

Threshold: Would the Program substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the Program is in an urbanized area, would the Program conflict with applicable zoning and other regulations governing scenic quality?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.4-31 through 3.4-32). Changes or alterations have been required in, or incorporated into, the Program that avoid or

substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potential impacts on the existing visual character or quality depend on the location of new stations, which are currently unknown. Significant impacts could occur if the improvements would remove existing structures or landscaping that contribute to a high level of visual character, or if they introduce visual elements that are out-of-scale or otherwise visually incompatible with the existing visual character. This would be most likely to occur if substantial ROW widening was necessary, at grade separations, or at stations and associated parking areas. Implementation of Mitigation Strategy VIS-1 would minimize, reduce, or avoid impacts on visual character or quality by identifying design or material alternatives that avoid altering the existing visual character. However, impacts may remain significant and unavoidable as further analysis may determine that there is a conflict that cannot be mitigated between land uses (Draft Tier 1/Program EIS/EIR, p. 3.4-22).

- **Mitigation Strategy VIS-1:** During the Tier 2/Project-level environmental process, the identified lead agency or agencies shall conduct an inventory of visual or aesthetic resources at the location of specific rail infrastructure and station facility proposed. If visual or aesthetic resources are present, the identified lead agency or agencies shall undertake an analysis associated with the specific rail infrastructure and station facility proposed. The analysis shall include, but not be limited to, the following:
 - Infrastructure/station effects and impacts associated with blocking views of identified visual resources (e.g., local scenic resources, mountain/foothill views)
 - Infrastructure/station effects and impacts associated with change in visual character (e.g., removal of structures or landscaping)
 - Infrastructure/station effects and impacts associated with local design criteria and guidelines
 - Infrastructure/station effects and impacts associated with local lighting design criteria and guidelines

Criteria to determine the type of site-specific mitigation for visual resources would be developed by the identified lead agency or agencies in consultation with local jurisdictions during the Tier 2/Project-level environmental process.

Light and Glare

Threshold: Would the Program create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.4-33 through 3.4-34). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potential impacts related to light and glare depend on new station locations and infrastructure improvements, which are currently unknown. During operation, the addition of grade separations could result in roadway alignments that may result in headlight glare impacts on adjacent uses. Lighting at stations and parking lots could result in increased light levels or spillover lighting into adjacent areas. These are considered potentially significant impacts. While implementation of Mitigation Strategy VIS-1 and VIS-2 would minimize, reduce, or avoid impacts from a new source of substantial light and glare by minimizing light spillover and evaluating and addressing potential impacts from light sources during design and through the preparation of construction and operational lighting plans, impacts may remain significant and unavoidable as further analysis may determine that there is a conflict that cannot be mitigated between land uses (Draft Tier 1/Program EIS/EIR, pp. 3.4-22 through 3.4-23).

- **Mitigation Strategy VIS-1:** During the Tier 2/Project-level environmental process, the identified lead agency or agencies shall conduct an inventory of visual or aesthetic resources at the location of specific rail infrastructure and station facility proposed. If visual or aesthetic resources are present, the identified lead agency or agencies shall undertake an analysis associated with the specific rail infrastructure and station facility proposed. The analysis shall include, but not be limited to, the following:
 - Infrastructure/station effects and impacts associated with blocking views of identified visual resources (e.g., local scenic resources, mountain/foothill views)
 - Infrastructure/station effects and impacts associated with change in visual character (e.g., removal of structures or landscaping)
 - Infrastructure/station effects and impacts associated with local design criteria and guidelines
 - Infrastructure/station effects and impacts associated with local lighting design criteria and guidelines

Criteria to determine the type of site-specific mitigation for visual resources would be developed by the identified lead agency or agencies in consultation with local jurisdictions during the Tier 2/Project-level environmental process.

- **Mitigation Strategy VIS-2:** To address potential lighting impacts related to nighttime construction lighting, the contractor shall use construction lighting during nighttime that is limited to the minimum necessary for safety and security, and the use of downward facing, cut-off fixtures that do not allow spillover onto adjacent land uses. A construction lighting plan shall be developed for each station facility, taking into account local and regional lighting policies, including but not limited to, the Mount Palomar Nighttime Lighting Policy.

4.3.2 Agriculture and Forestry Resources

Prime and Unique Farmland Conversion

Threshold: Would the Program convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.2-39 through 3.2-40). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: The construction of rail infrastructure and station facilities could convert prime farmland, unique farmland or farmland of statewide importance to a non-agricultural use as these types of farmlands are present within the Program Corridor. Potential impacts associated with converting farmland to non-agricultural use depend on the location of new stations and other infrastructure improvements, which are currently unknown. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level (Draft Tier 1/Program EIS/EIR, pp. 3.2-29 through 3.2-31). While implementation of Mitigation Strategies LU-4 and LU-5 would minimize, reduce, or avoid potential impacts associated with converting farmland through design, further analysis, and the consideration of agricultural easements, impacts may remain significant and unavoidable as further analysis may determine that agricultural easements would not actually mitigate the significant impact caused by the rail infrastructure or station facility proposed.

- **Mitigation Strategy LU-4:** During a subsequent Tier 2/Project-level analysis, siting of rail infrastructure and station facilities shall be designed by the identified lead agency or agencies to avoid or minimize conversion of farmland resources.
- **Mitigation Strategy LU-5:** During a subsequent Tier 2/Project-level analysis, the identified lead agency or agencies shall determine if the siting of the Tier 2/Project-level improvement being proposed is located within an area mapped as farmland by the California Department

of Conservation. If the Tier 2/Project-level improvement is located in an area mapped as farmland, the preparation of a land evaluation and site assessment shall be conducted to determine significance of impacts attributed to the loss or conversion of farmland associated with the siting of the Tier 2/Project-level improvement being proposed.

Agricultural Zoning

Threshold: Would the Program conflict with existing zoning for agricultural use, or a Williamson Act contract?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, p. 3.2-41). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: The construction of rail infrastructure and station facilities could conflict with existing zoning for agricultural uses or lands currently under a Williamson Act contract as both are present within the Eastern Section of the Program Corridor. Potential impacts associated with conflicts with existing zoning for agriculture or a Williamson Act contract depend on the location of new stations and other infrastructure improvements, which are currently unknown. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level (Draft Tier 1/Program EIS/EIR, p. 3.2-29 through 3.2-31). While implementation of Mitigation Strategies LU-4, LU-5, and LU-6 would minimize, reduce, or avoid potential impacts associated with conflicts with agricultural zoning through design, further analysis, and the consideration of agricultural easements, impacts may remain significant and unavoidable as further analysis may determine that agricultural easements would not actually mitigate the significant impact caused by the rail infrastructure or station facility proposed.

- **Mitigation Strategy LU-4:** During a subsequent Tier 2/Project-level analysis, siting of rail infrastructure and station facilities shall be designed by the identified lead agency or agencies to avoid or minimize conversion of farmland resources.
- **Mitigation Strategy LU-5:** During a subsequent Tier 2/Project-level analysis, the identified lead agency or agencies shall determine if the siting of the Tier 2/Project-level improvement being proposed is located within an area mapped as farmland by the California Department of Conservation. If the Tier 2/Project-level improvement is located in an area mapped as farmland, the preparation of a land evaluation and site assessment shall be conducted to determine significance of impacts attributed to the loss or conversion of farmland associated with the siting of the Tier 2/Project-level improvement being proposed.

- **Mitigation Strategy LU-6:** During a subsequent Tier 2/Project-level analysis, the identified lead agency or agencies shall determine if the siting of the Tier 2/Project-level improvement being proposed is located on land enrolled in a Williamson Act contract. Where lands enrolled in a Williamson Act contract are impacted during the siting of rail infrastructure or station facilities, the California Department of Conservation shall be notified by the identified lead agency or agencies and requirements of Government Code Section 51290-51295 and 51296.6 shall be met.

Conversion of Farmland to Non-Agricultural Use

Threshold: Would the Program involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.2-44 through 3.2-45). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: The construction of rail infrastructure and station facilities could result in the direct conversion of farmland to non-agricultural uses and represent a change in existing conditions that could result in an indirect potential for conversion of farmland to non-agricultural uses within the Program Corridor. Potential impacts associated with converting farmland to non-agricultural use depend on the location of new stations and other infrastructure improvements, which are currently unknown. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level (Draft Tier 1/Program EIS/EIR, p. 3.2-29 through 3.2-31). While implementation of Mitigation Strategies LU-4 and LU-5 would minimize, reduce, or avoid potential impacts associated with converting farmland through design, further analysis, and the consideration of agricultural easements, impacts may remain significant and unavoidable as further analysis may determine that agricultural easements would not actually mitigate the significant impact caused by the rail infrastructure or station facility proposed.

- **Mitigation Strategy LU-4:** During a subsequent Tier 2/Project-level analysis, siting of rail infrastructure and station facilities shall be designed by the identified lead agency or agencies to avoid or minimize conversion of farmland resources.
- **Mitigation Strategy LU-5:** During a subsequent Tier 2/Project-level analysis, the identified lead agency or agencies shall determine if the siting of the Tier 2/Project-level improvement being proposed is located within an area mapped as farmland by the California Department

of Conservation. If the Tier 2/Project-level improvement is located in an area mapped as farmland, the preparation of a land evaluation and site assessment shall be conducted to determine significance of impacts attributed to the loss or conversion of farmland associated with the siting of the Tier 2/Project-level improvement being proposed.

4.3.3 Air Quality

Net Increase of Criteria Pollutants

Threshold: Would the Program result in cumulatively considerable net increase of any criteria pollutant for which the region is non-attainment under an applicable federal or state ambient air quality standard?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.5-34 through 3.5-35). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potential impacts associated with air quality construction emissions depend on the location of new stations and other rail infrastructure improvements, which are currently unknown. Construction of these improvements could require large scale construction activities over an extended period of time. A detailed air quality construction analysis cannot be considered at the Tier 1/Program EIS/EIR level because such an analysis at this stage would be too speculative, given the exact location and duration of construction associated with station facilities and other rail infrastructure improvements is unknown at this time. Similarly, potential impacts associated with air quality operational pollutant emissions would vary depending on the traffic generated in and around the existing stations as a result of operation associated with the enhanced passenger rail system. Therefore, there is potential for the Build Alternative Options to result in the generation of operational air quality pollutants at a localized level, and potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level (Draft Tier 1/Program EIS/EIR, pp. 3.5-17 through 3.5-25). While implementation of Mitigation Strategies AQ-1 and LU-2 would minimize, reduce, or avoid potential impacts associated with cumulatively considerable net criteria pollutant increases, impacts may remain significant after mitigation.

- **Mitigation Strategy AQ-1:** During Tier 2/Project-level analysis, a site-specific air quality analysis shall be required for the specific rail infrastructure or station facilities proposed. If an air quality analysis is warranted at the Tier 2/Project level, the air quality analysis shall be prepared using the standards and procedures of the South Coast Air Quality Management

District and applicable local jurisdiction(s) in which the Project is located. The air quality analysis shall include analysis of construction and operational air quality impacts, including identification and analysis of:

- Construction equipment to be used and corresponding air quality emissions that could be generated from construction activities.
- Construction and operational traffic impacts analysis, including quantification of construction emissions and comparison with South Coast Air Quality Management District significance thresholds.
- Sensitive receptors and exposure of those sensitive receptors to air quality emissions during construction and operational activities. If sensitive receptors are located within or adjacent to the Project site, a health risk assessment to assess cancer risks and non-carcinogenic hazards for sensitive receptors may be required.
- Best management practices to be implemented during construction activities such as practices to limit idling and construction emissions, the use of ozone precursor emission controls, implementation of diesel emission reduction plans, and use of California Air Resources Board-certified equipment for pose combustion controls
- If a Project is located within an area designated as non-attainment for federal particulate matter 10 microns or less and particulate matter 2.5 microns or less standards, a particulate matter 10 microns or less and particulate matter 2.5 microns or less hot spot analysis shall be prepared based on guidance provided in Transportation Conformity Guidance for Qualitative Hot Spot Analyses in Particulate Matter 2.5 Microns or Less and Particulate Matter 10 Microns or Less Non-attainment and Maintenance Areas (United States Environmental Protection Agency 2006). As part of the hot-spot analyses, a project-level conformity determination shall include a finding of whether the Project is a Project of Air Quality Concern.
- **Mitigation Strategy LU-2:** Based on the results of a subsequent Tier 2/Project-level analysis and recommendations, the identified lead agency or agencies shall determine if a construction management plan is required for construction activities of the Tier 2/Project-level improvement being proposed. If required, a construction management plan shall be developed by the contractor and reviewed by the lead agency or agencies prior to construction and implemented during construction activities. The construction management plan shall include, but not be limited to, the following:
 - Measures that minimize effects on populations and communities within the Tier 2/Project Study Area

- Measures pertaining to visual protection, air quality, safety controls, noise controls, and traffic controls to minimize effects on populations and communities within the Tier 2/Project Study Area
- Measures to ensure property access is maintained for local businesses, residences, and community and emergency services
- Measures to consult with local transit providers to minimize effects on local and regional bus routes in affected communities
- Measures to consult with local jurisdictions and utility providers to minimize effects on utilities in affected communities

Sensitive Receptors

Threshold: Would the Program expose sensitive receptors to substantial pollutant concentrations?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.5-36 through 3.5-37). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potential impacts associated with air quality construction emissions depend on the location of new stations and other rail infrastructure improvements, which are currently unknown. Construction of these improvements could require large scale construction activities over an extended period of time. A detailed air quality construction analysis cannot be considered at the Tier 1/Program EIS/EIR level because such an analysis at this stage would be too speculative, given the exact location and duration of construction associated with station facilities and other rail infrastructure improvements is unknown at this time. The increase in train service (two additional round-trip daily trains within the Program Corridor) would not change existing land use and is anticipated to result in a decrease in regional and local VMTs. Operation of the Program within the Western Corridor would enhance passenger rail services within an existing high-quality transit corridor. However, there is the potential for generation of air quality criteria pollutants associated with increases in vehicles accessing the existing stations to use the enhanced passenger rail service. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. While implementation of Mitigation Strategies AQ-1 and LU-2 would minimize, reduce, or avoid potential air quality impacts to sensitive receptors, impacts may remain significant after mitigation.

- **Mitigation Strategy AQ-1:** During Tier 2/Project-level analysis, a site-specific air quality analysis shall be required for the specific rail infrastructure or station facilities proposed. If an

air quality analysis is warranted at the Tier 2/Project level, the air quality analysis shall be prepared using the standards and procedures of the South Coast Air Quality Management District and applicable local jurisdiction(s) in which the Project is located. The air quality analysis shall include analysis of construction and operational air quality impacts, including identification and analysis of:

- Construction equipment to be used and corresponding air quality emissions that could be generated from construction activities.
 - Construction and operational traffic impacts analysis, including quantification of construction emissions and comparison with South Coast Air Quality Management District significance thresholds.
 - Sensitive receptors and exposure of those sensitive receptors to air quality emissions during construction and operational activities. If sensitive receptors are located within or adjacent to the Project site, a health risk assessment to assess cancer risks and non-carcinogenic hazards for sensitive receptors may be required.
 - Best management practices to be implemented during construction activities such as practices to limit idling and construction emissions, the use of ozone precursor emission controls, implementation of diesel emission reduction plans, and use of California Air Resources Board-certified equipment for pose combustion controls
 - If a Project is located within an area designated as non-attainment for federal particulate matter 10 microns or less and particulate matter 2.5 microns or less standards, a particulate matter 10 microns or less and particulate matter 2.5 microns or less hot spot analysis shall be prepared based on guidance provided in Transportation Conformity Guidance for Qualitative Hot Spot Analyses in Particulate Matter 2.5 Microns or Less and Particulate Matter 10 Microns or Less Non-attainment and Maintenance Areas (United States Environmental Protection Agency 2006). As part of the hot-spot analyses, a project-level conformity determination shall include a finding of whether the Project is a Project of Air Quality Concern.
- **Mitigation Strategy LU-2:** Based on the results of a subsequent Tier 2/Project-level analysis and recommendations, the identified lead agency or agencies shall determine if a construction management plan is required for construction activities of the Tier 2/Project-level improvement being proposed. If required, a construction management plan shall be developed by the contractor and reviewed by the lead agency or agencies prior to construction and implemented during construction activities. The construction management plan shall include, but not be limited to, the following:

- Measures that minimize effects on populations and communities within the Tier 2/Project Study Area
- Measures pertaining to visual protection, air quality, safety controls, noise controls, and traffic controls to minimize effects on populations and communities within the Tier 2/Project Study Area
- Measures to ensure property access is maintained for local businesses, residences, and community and emergency services
- Measures to consult with local transit providers to minimize effects on local and regional bus routes in affected communities
- Measures to consult with local jurisdictions and utility providers to minimize effects on utilities in affected communities

4.3.4 Biological Resources

Special-Status Species

Threshold: Would the Program have a substantial adverse effect, either directly or through habitat modifications, including designated critical habitat, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by USFWS or CDFW?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.8-83 through 3.8-84). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potential impacts on special-status plant and wildlife species depend on the location of infrastructure improvements and station locations, which are currently unknown. Special-status plants and wildlife species and habitat that supports these species, including critical habitat, occur in within the Program Corridor. Impacts on special-status plant and wildlife species may result from the removal of vegetation or the placement of new permanent infrastructure improvements during construction activities and could result in a potentially significant impact. Similarly, impacts on special-status plant and wildlife species may result from operation of new stations and could result in a potentially significant impact. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Implementation of Mitigation Strategies BIO-1 through BIO-5 and LU-3 would minimize, reduce, or avoid potential impacts on special-status plant and wildlife

species by identifying resources in the Tier 2/Project-level Study Area and measures to minimize impacts on habitat through worker environmental awareness program training, limiting disturbance areas, controlling non-native and invasive species, and replacing or compensating for habitat loss. However, impacts may remain significant and unavoidable as further analysis may determine that there is a conflict that cannot be mitigated.

- **Mitigation Strategy BIO-1:** During the Tier 2/Project-level analysis, a preliminary biological resource screening shall be performed as part of the environmental review process to determine whether the specific rail infrastructure or station facility proposed has any potential to impact biological resources. If the specific rail infrastructure or station facility proposed has no potential to impact biological resources, no further action will be required. If the specific rail infrastructure or station facility proposed has the potential to impact biological resources, a qualified biologist shall conduct a biological resources assessment report to document the existing biological resources within the Tier 2/Project-level Study Area. The report shall include, but not be limited to, analysis and recommendations on the following topics:
 - Special-status species
 - Nesting birds
 - Wildlife movement
 - Sensitive plant communities and critical habitat
 - Jurisdictional waters
 - Applicable habitat conservation plans
 - Other biological resources identified as sensitive by local, state and/or federal agencies

Pending the results of the biological resources assessment, design alterations; further technical studies (e.g., protocol surveys); and/or consultations with the United States Fish and Wildlife Service, California Department of Fish and Wildlife, and other local, state, and federal agencies may be required. If the specific rail infrastructure or station facility proposed cannot be designed without complete avoidance, the lead agency shall coordinate with the appropriate resource agency to obtain regulatory permits and implement Project-specific mitigation prior to any construction activities.

- **Mitigation Strategy BIO-2:** If completion of the Project-specific biological resources assessment determines that special-status plant species have potential to occur on site, surveys for special-status plants shall be completed prior to any vegetation removal, grubbing, or other construction activity of each project (including staging and mobilization). The surveys shall be floristic in nature and shall be seasonally timed to coincide with the

target species identified in the Project-specific biological resources assessment. All plant surveys shall be conducted by a qualified biologist approved by the implementing agency no more than 2 years prior to Project implementation. All special-status plant species identified on site shall be mapped onto a site-specific aerial photograph or topographic map. Surveys shall be conducted in accordance with the most current protocols established by the California Department of Fish and Wildlife and/or the United States Fish and Wildlife Service. A report of the survey results shall be submitted to the implementing agency for review. If special-status plant species are identified, Mitigation Strategy BIO-3 shall apply.

- **Mitigation Strategy BIO-3:** If federally or state-listed and/or California Rare Plant Rank 1 and 2 species are found during special-status plant surveys (pursuant to Mitigation Strategy BIO-1), the specific rail infrastructure or station facility proposed shall be redesigned to avoid impacting these plant species where feasible based on coordination with the local jurisdiction and applicable resource agencies. If California Rare Plant Rank 3 and 4 species are found, the biologist shall evaluate to determine if they meet criteria to be considered special status. If so, the same process as identified for California Rare Plant Rank 1 and 2 species shall apply. If special-status plants species cannot be avoided and would be impacted by the specific rail infrastructure or station facility proposed, all impacts shall be mitigated for each species as a component of habitat restoration. A restoration plan shall be prepared and submitted to the lead agency and/or the local jurisdiction overseeing the Project for approval. The restoration plan shall include, at a minimum, the following components:
 - Description of the Project/impact site (i.e., location, responsible parties, areas to be impacted by habitat type)
 - Goal(s) of the compensatory mitigation project (type(s) and area(s) of habitat to be established, restored, enhanced, and/or preserved; specific functions and values of habitat type(s) to be established, restored, enhanced, and/or preserved)
 - Description of the proposed compensatory mitigation site (location and size, ownership status, existing functions and values)
 - Implementation plan for the compensatory mitigation site (rationale for expecting implementation success, responsible parties, schedule, site preparation, planting plan)
 - Maintenance activities during the monitoring period, including weed removal as appropriate (activities, responsible parties, schedule)
 - Monitoring plan for the compensatory mitigation site, including performance standards, target functions and values, target acreages to be established, restored, enhanced, and/or preserved, annual monitoring reports

- Success criteria based on the goals and measurable objectives (said criteria to include numeric criteria to be selected based on the scale of the restoration effort and the restoration technique used)
- An adaptive management program and remedial measures to address any shortcomings in meeting success criteria
- Notification of completion of compensatory mitigation and agency confirmation
- Contingency measures (initiating procedures, alternative locations for contingency compensatory mitigation, funding mechanism)
- **Mitigation Strategy BIO-4:** Specific habitat assessment and survey protocol surveys are established for several federally and/or state endangered or threatened species. If the results of the biological resources assessment determine that suitable habitat may be present for any such species, protocol habitat assessments/surveys shall be completed in accordance with the California Department of Fish and Wildlife and/or United States Fish and Wildlife Service protocols prior to issuance of any construction permits/Project approvals. Alternatively, in lieu of conducting protocol surveys, the implementing agency may choose to assume presence within the Project footprint and proceed with development of appropriate avoidance measures, consultation, and permitting, as applicable. If the target species is detected during protocol surveys, or protocol surveys are not conducted and presence assumed based on suitable habitat, additional coordination shall apply.
- **Mitigation Strategy BIO-5:** Prior to initiation of construction activities (including staging and mobilization), all personnel associated with Project construction shall attend worker environmental awareness program training, conducted by a qualified biologist, to aid workers in recognizing special-status resources that may occur in the Tier 2/Project-level Study Area. The specifics of this program shall include, but not be limited to, the following:
 - Identification of the sensitive species and habitats
 - Description of the regulatory status and general ecological characteristics of sensitive resources
 - Review of the limits of construction and mitigation measures required to reduce impacts on biological resources within the work area
 - Preparation of a fact sheet conveying this information shall for distribution to all contractors, their employers, and other personnel involved with construction of the Project

- Employee documentation associated with worker environmental awareness program attendance and acknowledgment
- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

Riparian Habitat

Threshold: Would the Program have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations by USFWS or CDFW?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.8-84 through 3.8-85). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potential impacts on riparian habitats under the Program depend on the location of infrastructure improvements and station locations, which are currently unknown. Impacts on riparian habitats or sensitive natural communities may result from the removal of vegetation or the placement of new permanent infrastructure improvements during construction and could result in a potentially significant impact. Similarly, riparian habitat or sensitive natural communities occur within the Program Corridor and impacts may result from operation of new stations and could result in a potentially significant impact. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Implementation of Mitigation Strategies BIO-1 through BIO-5 and LU-3 would minimize, reduce, or avoid potential impacts on riparian habitat and other sensitive habitat by identifying resources in the Tier 2/Project-level Study Area and measures to minimize impacts on habitat through worker environmental awareness program training, limiting disturbance areas, controlling non-native and invasive species, and replacing or compensating for habitat loss. However, impacts may remain significant and unavoidable as further analysis may determine that there is a conflict that cannot be mitigated.

- **Mitigation Strategy BIO-1:** During the Tier 2/Project-level analysis, a preliminary biological resource screening shall be performed as part of the environmental review process to

determine whether the specific rail infrastructure or station facility proposed has any potential to impact biological resources. If the specific rail infrastructure or station facility proposed has no potential to impact biological resources, no further action will be required. If the specific rail infrastructure or station facility proposed has the potential to impact biological resources, a qualified biologist shall conduct a biological resources assessment report to document the existing biological resources within the Tier 2/Project-level Study Area. The report shall include, but not be limited to, analysis and recommendations on the following topics:

- Special-status species
- Nesting birds
- Wildlife movement
- Sensitive plant communities and critical habitat
- Jurisdictional waters
- Applicable habitat conservation plans
- Other biological resources identified as sensitive by local, state and/or federal agencies

Pending the results of the biological resources assessment, design alterations; further technical studies (e.g., protocol surveys); and/or consultations with the United States Fish and Wildlife Service, California Department of Fish and Wildlife, and other local, state, and federal agencies may be required. If the specific rail infrastructure or station facility proposed cannot be designed without complete avoidance, the lead agency shall coordinate with the appropriate resource agency to obtain regulatory permits and implement Project-specific mitigation prior to any construction activities.

- **Mitigation Strategy BIO-2:** If completion of the Project-specific biological resources assessment determines that special-status plant species have potential to occur on site, surveys for special-status plants shall be completed prior to any vegetation removal, grubbing, or other construction activity of each project (including staging and mobilization). The surveys shall be floristic in nature and shall be seasonally timed to coincide with the target species identified in the Project-specific biological resources assessment. All plant surveys shall be conducted by a qualified biologist approved by the implementing agency no more than 2 years prior to Project implementation. All special-status plant species identified on site shall be mapped onto a site-specific aerial photograph or topographic map. Surveys shall be conducted in accordance with the most current protocols established by the California Department of Fish and Wildlife and/or the United States Fish and Wildlife Service. A report of the survey results shall be submitted to the implementing agency for review. If special-status plant species are identified, Mitigation Strategy BIO-3 shall apply.

- **Mitigation Strategy BIO-3:** If federally or state-listed and/or California Rare Plant Rank 1 and 2 species are found during special-status plant surveys (pursuant to Mitigation Strategy BIO-1), the specific rail infrastructure or station facility proposed shall be redesigned to avoid impacting these plant species where feasible based on coordination with the local jurisdiction and applicable resource agencies. If California Rare Plant Rank 3 and 4 species are found, the biologist shall evaluate to determine if they meet criteria to be considered special status. If so, the same process as identified for California Rare Plant Rank 1 and 2 species shall apply. If special-status plants species cannot be avoided and would be impacted by the specific rail infrastructure or station facility proposed, all impacts shall be mitigated for each species as a component of habitat restoration. A restoration plan shall be prepared and submitted to the lead agency and/or the local jurisdiction overseeing the Project for approval. The restoration plan shall include, at a minimum, the following components:
 - Description of the Project/impact site (i.e., location, responsible parties, areas to be impacted by habitat type)
 - Goal(s) of the compensatory mitigation project (type(s) and area(s) of habitat to be established, restored, enhanced, and/or preserved; specific functions and values of habitat type(s) to be established, restored, enhanced, and/or preserved)
 - Description of the proposed compensatory mitigation site (location and size, ownership status, existing functions and values)
 - Implementation plan for the compensatory mitigation site (rationale for expecting implementation success, responsible parties, schedule, site preparation, planting plan)
 - Maintenance activities during the monitoring period, including weed removal as appropriate (activities, responsible parties, schedule)
 - Monitoring plan for the compensatory mitigation site, including performance standards, target functions and values, target acreages to be established, restored, enhanced, and/or preserved, annual monitoring reports
 - Success criteria based on the goals and measurable objectives (said criteria to include numeric criteria to be selected based on the scale of the restoration effort and the restoration technique used)
 - An adaptive management program and remedial measures to address any shortcomings in meeting success criteria
 - Notification of completion of compensatory mitigation and agency confirmation

- Contingency measures (initiating procedures, alternative locations for contingency compensatory mitigation, funding mechanism)
- **Mitigation Strategy BIO-4:** Specific habitat assessment and survey protocol surveys are established for several federally and/or state endangered or threatened species. If the results of the biological resources assessment determine that suitable habitat may be present for any such species, protocol habitat assessments/surveys shall be completed in accordance with the California Department of Fish and Wildlife and/or United States Fish and Wildlife Service protocols prior to issuance of any construction permits/Project approvals. Alternatively, in lieu of conducting protocol surveys, the implementing agency may choose to assume presence within the Project footprint and proceed with development of appropriate avoidance measures, consultation, and permitting, as applicable. If the target species is detected during protocol surveys, or protocol surveys are not conducted and presence assumed based on suitable habitat, additional coordination shall apply.
- **Mitigation Strategy BIO-5:** Prior to initiation of construction activities (including staging and mobilization), all personnel associated with Project construction shall attend worker environmental awareness program training, conducted by a qualified biologist, to aid workers in recognizing special-status resources that may occur in the Tier 2/Project-level Study Area. The specifics of this program shall include, but not be limited to, the following:
 - Identification of the sensitive species and habitats
 - Description of the regulatory status and general ecological characteristics of sensitive resources
 - Review of the limits of construction and mitigation measures required to reduce impacts on biological resources within the work area
 - Preparation of a fact sheet conveying this information shall for distribution to all contractors, their employers, and other personnel involved with construction of the Project
 - Employee documentation associated with worker environmental awareness program attendance and acknowledgment
- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project-level Study

Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

Movement of Native Resident or Migratory Fish or Wildlife

Threshold: Would the Program interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.8-86 through 3.8-87). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potential impacts on wildlife movement corridors depend on the location of infrastructure improvements and station locations, which are currently unknown. Construction activities that may occur in the Eastern Section may deter wildlife from entering construction work areas and work occurring near existing crossing structures, which would deter use of these structures. Similarly, operational activities in the Eastern Section may deter wildlife from using existing wildlife movement corridor structures or impeding wildlife movement through an increase in human activity within the area. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Implementation of Mitigation Strategy BIO-1 would identify, minimize, reduce, or avoid potential impacts from conflicts with wildlife movement corridors through design and further analysis. However, impacts may remain significant and unavoidable as further analysis may determine that there is a conflict that cannot be mitigated between land uses.

- **Mitigation Strategy BIO-1:** During the Tier 2/Project-level analysis, a preliminary biological resource screening shall be performed as part of the environmental review process to determine whether the specific rail infrastructure or station facility proposed has any potential to impact biological resources. If the specific rail infrastructure or station facility proposed has no potential to impact biological resources, no further action will be required. If the specific rail infrastructure or station facility proposed has the potential to impact biological resources, a qualified biologist shall conduct a biological resources assessment report to document the existing biological resources within the Tier 2/Project-level Study Area. The report shall include, but not be limited to, analysis and recommendations on the following topics:
 - Special-status species
 - Nesting birds

- Wildlife movement
- Sensitive plant communities and critical habitat
- Jurisdictional waters
- Applicable habitat conservation plans
- Other biological resources identified as sensitive by local, state and/or federal agencies

Pending the results of the biological resources assessment, design alterations; further technical studies (e.g., protocol surveys); and/or consultations with the United States Fish and Wildlife Service, California Department of Fish and Wildlife, and other local, state, and federal agencies may be required. If the specific rail infrastructure or station facility proposed cannot be designed without complete avoidance, the lead agency shall coordinate with the appropriate resource agency to obtain regulatory permits and implement Project-specific mitigation prior to any construction activities.

Conflicts with Local Policies and Ordinances Protecting Biological Resources

Threshold: Would the Program conflict with any local policies or ordinances protecting biological resources, such as a tree-preservation policy or ordinance?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.8-87 through 3.8-89). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potential impacts associated with conflict with local policies protecting biological resources depend on the location of infrastructure improvements, which are currently unknown. The Program Corridor crosses multiple local jurisdictions that may have biological resources policies that may conflict with construction and operation activities. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Implementation of Mitigation Strategies BIO-1 and LU-3 would minimize, reduce, or avoid potential impacts from conflicts with plans and policies through design and further analysis. However, impacts may remain significant and unavoidable as further analysis may determine that there is a conflict that cannot be mitigated between land uses.

- **Mitigation Strategy BIO-1:** During the Tier 2/Project-level analysis, a preliminary biological resource screening shall be performed as part of the environmental review process to determine whether the specific rail infrastructure or station facility proposed has any potential to impact biological resources. If the specific rail infrastructure or station facility proposed has

no potential to impact biological resources, no further action will be required. If the specific rail infrastructure or station facility proposed has the potential to impact biological resources, a qualified biologist shall conduct a biological resources assessment report to document the existing biological resources within the Tier 2/Project-level Study Area. The report shall include, but not be limited to, analysis and recommendations on the following topics:

- Special-status species
- Nesting birds
- Wildlife movement
- Sensitive plant communities and critical habitat
- Jurisdictional waters
- Applicable habitat conservation plans
- Other biological resources identified as sensitive by local, state and/or federal agencies

Pending the results of the biological resources assessment, design alterations; further technical studies (e.g., protocol surveys); and/or consultations with the United States Fish and Wildlife Service, California Department of Fish and Wildlife, and other local, state, and federal agencies may be required. If the specific rail infrastructure or station facility proposed cannot be designed without complete avoidance, the lead agency shall coordinate with the appropriate resource agency to obtain regulatory permits and implement Project-specific mitigation prior to any construction activities.

- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

Conflicts with Adopted Habitat Conservation Plan

Threshold: Would the Program conflict with the provisions of an adopted HCP, NCCP, or other approved local, regional, or state habitat conservation plan?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.8-89 through 3.8-90). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier

1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potential impacts associated with conflict with an HCP or NCCP depend on the location of infrastructure improvements, which are currently unknown. The Eastern Section of the Program Corridor is located within the Coachella Valley MSHCP and Western Riverside County MSHCP. As such, construction and operation activities may conflict with the provisions of a habitat conservation plan. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Implementation of Mitigation Strategies BIO-1 and LU-3 would minimize, reduce, or avoid potential impacts from conflicts with adopted habitat conservation plans through design and further analysis. However, impacts may remain significant and unavoidable as further analysis may determine that there is a conflict that cannot be mitigated between land uses.

- **Mitigation Strategy BIO-1:** During the Tier 2/Project-level analysis, a preliminary biological resource screening shall be performed as part of the environmental review process to determine whether the specific rail infrastructure or station facility proposed has any potential to impact biological resources. If the specific rail infrastructure or station facility proposed has no potential to impact biological resources, no further action will be required. If the specific rail infrastructure or station facility proposed has the potential to impact biological resources, a qualified biologist shall conduct a biological resources assessment report to document the existing biological resources within the Tier 2/Project-level Study Area. The report shall include, but not be limited to, analysis and recommendations on the following topics:
 - Special-status species
 - Nesting birds
 - Wildlife movement
 - Sensitive plant communities and critical habitat
 - Jurisdictional waters
 - Applicable habitat conservation plans
 - Other biological resources identified as sensitive by local, state and/or federal agencies

Pending the results of the biological resources assessment, design alterations; further technical studies (e.g., protocol surveys); and/or consultations with the United States Fish and Wildlife Service, California Department of Fish and Wildlife, and other local, state, and federal agencies may be required. If the specific rail infrastructure or station facility proposed cannot be designed without complete avoidance, the lead agency shall coordinate with the

appropriate resource agency to obtain regulatory permits and implement Project-specific mitigation prior to any construction activities.

- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

4.3.5 Cultural Resources

Historical Resources

Threshold: Would the Program cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.13-57 through 3.13-58). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potential impacts on historic resources depend on the location of rail infrastructure improvements, station facilities and types of construction activities, which have yet to be determined. The Eastern Section contains known historical resources and could contain additional unknown historical resources. Construction of rail infrastructure improvements and station facilities have the potential to impact historical resources through ground-disturbing activities. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Implementation of Mitigation Strategy CUL-1 would minimize, reduce, or avoid potential impacts on historical resources through design, further analysis, and the avoidance of resources. However, it is unknown to what extent and type of impact on historical resources would occur. Impacts may remain significant and unavoidable if further analysis determines that a non-renewable historical resource would be impacted by the rail infrastructure improvement or station facility proposed.

- **Mitigation Strategy CUL-1:** During subsequent Tier 2/Project-level analysis, a preliminary cultural resource screening shall be conducted by the identified lead agency or agencies to determine if the Tier 2/Project-level improvement being proposed has the potential to impact cultural resources. If the proposed Tier 2/Project-level improvement has the potential to

impact cultural resources, a qualified cultural resources specialist shall conduct a cultural resources assessment report to document the existing cultural resources within the Tier 2/Project-level Study Area. The report may include, but not be limited to, the following:

- Survey and inventory for archaeological resources, including those determined to be tribal cultural resources, including a review of updated information for the applicable cultural information center and other data repositories.
- Survey and inventory for historic, built-environment resources, including a review of updated information for the applicable cultural information center and other data repositories.
- All identified cultural resources shall be recorded using the appropriate California Department of Parks and Recreation cultural resources recordation forms.
- Cultural resources shall be evaluated for eligibility for inclusion in the National Register of Historic Places and California Register of Historical Resources, and evaluations shall be conducted by individuals who meet the Secretary of the Interior's professional qualification standards in archaeology, history, and/or architectural history.
- Documentation of Tier 2/Project-level Section 106 and Assembly Bill 52 Native American consultation efforts and site-specific recommendations and input received from Native American tribes including but not limited to:
 - The provision of Native American monitors on site during ground disturbance activities
 - Identification of procedures regarding repatriation of cultural items
 - Notification and early coordination with the Bureau of Indian Affairs (BIA) and applicable Tribal Historic Preservation Officers for Tier 2/Project-level fieldwork and surveys occurring within Native American reservation lands.

If the resource is found to be a historical resource/historic property, the agency carrying out implementation of the Tier 2/Project-level improvement shall be required to identify and implement site-specific mitigation if the Tier 2/Project-level improvement has a substantial adverse change to the resource, including physical damage, destruction, relocation, or alteration of the property that materially alters in an adverse manner those physical characteristics of the property that convey its significance for inclusion in or eligibility for the NRHP, California Register of Historical Resources, or local register. These Tier 2/Project-level site-specific mitigation measures shall be developed in coordination with applicable Section 106 and AB 52 consultation requirements.

Archaeological Resources

Threshold: Would the Program cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.13-58 through 3.13-59). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potential impacts on archaeological resources depend on the location of rail infrastructure improvements, station facilities, and types of construction activities, which are currently unknown. The Eastern Section contains known archaeological resources and could contain additional unknown archaeological resources. Construction of rail infrastructure improvements and station facilities have the potential to impact archaeological resources through ground-disturbing activities. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Implementation of Mitigation Strategies CUL-1 would minimize, reduce, or avoid potential impacts on archaeological resources through design, further analysis, and the avoidance of resources. However, it is unknown to what extent and type of impact on archaeological resources would occur. Impacts may remain significant and unavoidable if further analysis determines that a non-renewable archaeological resource would be impacted by the rail infrastructure improvement or station facility proposed.

- **Mitigation Strategy CUL-1:** During subsequent Tier 2/Project-level analysis, a preliminary cultural resource screening shall be conducted by the identified lead agency or agencies to determine if the Tier 2/Project-level improvement being proposed has the potential to impact cultural resources. If the proposed Tier 2/Project-level improvement has the potential to impact cultural resources, a qualified cultural resources specialist shall conduct a cultural resources assessment report to document the existing cultural resources within the Tier 2/Project-level Study Area. The report may include, but not be limited to, the following:
 - Survey and inventory for archaeological resources, including those determined to be tribal cultural resources, including a review of updated information for the applicable cultural information center and other data repositories.
 - Survey and inventory for historic, built-environment resources, including a review of updated information for the applicable cultural information center and other data repositories.

- All identified cultural resources shall be recorded using the appropriate California Department of Parks and Recreation cultural resources recordation forms.
- Cultural resources shall be evaluated for eligibility for inclusion in the National Register of Historic Places and California Register of Historical Resources, and evaluations shall be conducted by individuals who meet the Secretary of the Interior's professional qualification standards in archaeology, history, and/or architectural history.
- Documentation of Tier 2/Project-level Section 106 and Assembly Bill 52 Native American consultation efforts and site-specific recommendations and input received from Native American tribes including but not limited to:
 - The provision of Native American monitors on site during ground disturbance activities
 - Identification of procedures regarding repatriation of cultural items
 - Notification and early coordination with the Bureau of Indian Affairs (BIA) and applicable Tribal Historic Preservation Officers for Tier 2/Project-level fieldwork and surveys occurring within Native American reservation lands.

If the resource is found to be a historical resource/historic property, the agency carrying out implementation of the Tier 2/Project-level improvement shall be required to identify and implement site-specific mitigation if the Tier 2/Project-level improvement has a substantial adverse change to the resource, including physical damage, destruction, relocation, or alteration of the property that materially alters in an adverse manner those physical characteristics of the property that convey its significance for inclusion in or eligibility for the NRHP, California Register of Historical Resources, or local register. These Tier 2/Project-level site-specific mitigation measures shall be developed in coordination with applicable Section 106 and AB 52 consultation requirements.

4.3.6 Geology and Soils

Paleontological Resources

Threshold: Would the Program directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.10-73 through 3.10-74). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier

1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potential impacts on paleontological resources depend on the location of rail infrastructure improvements, station facilities, and the types of construction activities, which are currently unknown. The Eastern Section contains multiple areas of high paleontological sensitivity with the potential for subsurface resources to exist, and construction-related ground disturbing activities could destroy previously undiscovered paleontological resources. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Implementation of Mitigation Strategies PAL-1 and LU-3 would minimize, reduce, or avoid potential impacts on paleontological resources through design, further analysis, and the avoidance of resources. However, it is unknown to what extent and type of impact on paleontological resources would occur. Impacts may remain significant and unavoidable if further analysis determines that non-renewable paleontological resources would be impacted by the rail infrastructure improvement or station facility proposed.

- **Mitigation Strategy PAL-1:** During the Tier 2/Project-level analysis, the lead agency or agencies shall determine if a paleontological resources assessment report is required for the specific rail infrastructure or station facility proposed. If required, a paleontological resources assessment report shall be prepared for the specific rail infrastructure or station facility proposed. The report shall include, but not be limited to, analysis and recommendations on the following topics:
 - Geologic context of the region and site and the potential to contain paleontological resources
 - A records search of institutions holding paleontological collections from the Southern California region
 - A review of published and unpublished literature for past paleontological finds in the area

If the paleontological resources assessment report identifies that paleontological resources are present at the site or if the geologic units to be encountered by the Project are designated as having a high paleontological sensitivity by the applicable local jurisdiction and lead agency, a paleontological resources impact mitigation program shall be prepared and implemented by a professional paleontologist as defined under Secretary of the Department of the Interior Standards. The paleontological resource impact mitigation program shall include, but not be limited to, the following:

- The qualifications of the principal investigator and monitoring personnel

- Construction crew awareness training content, procedures, and requirements
- Measures to prevent potential looting, vandalism, or erosion impacts
- Location, frequency, and schedule for on-site monitoring activities
- Criteria for identifying and evaluating potential fossil specimens or localities
- A plan for the use of protective barriers and signs or implementation of other physical or administrative protection measures
- Collection and salvage procedures
- Identification of an institution or museum willing and able to accept any fossils discovered
- Compliance monitoring and reporting procedures
- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

4.3.7 Hydrology and Water Quality

Water Quality

Threshold: Would the Program violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.9-40 through 3.9-41). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potential construction impacts are dependent on the location of rail infrastructure improvements, station facilities, and type of construction activities that would be required. Construction activities could impact water quality by creating debris and pollutants like concrete waste and sediment. Due to the variety of potential construction techniques and numerous waterways and drainages in the Eastern Section, site-specific impacts and associated BMPs to

minimize impacts cannot be determined at this time. During operation, introducing new impervious surfaces and buildings where they currently do not exist would have the potential to increase the rate and amount of stormwater runoff that could enter receiving waters. The generation of new stormwater sources may contain sediment, nutrients, pesticides, petroleum derivatives, solid wastes, or other chemical and metals that could degrade water quality in the area if not properly managed. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Implementation of Mitigation Strategies HWQ-2, HWQ-3, and LU-3 would minimize, reduce, or avoid potential impacts related to violating water quality standards and waste discharge requirements by requiring compliance with applicable regulations and further evaluation during the Tier 2/Project-level analysis. However, impacts may remain significant and unavoidable as further analysis may determine that construction and operational activities would result in water quality impacts.

- **Mitigation Strategy HWQ-2:** Based on the results of the Tier 2/Project-level analysis and recommendations, the construction of specific rail infrastructure or station facility proposed shall comply with the provisions of the National Pollutant Discharge Elimination System General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order Number 2009-0009-DWQ, National Pollutant Discharge Elimination System Number CAS000002) and any subsequent amendments (Order Number 2010-0014-DWQ and Order Number 2012-0006-DWQ). These provisions shall include, but are not limited to, the following:
 - Construction activities shall not commence until a waste discharger identification number is received from the State Water Resources Control Board Stormwater Multiple Application and Report Tracking System.
 - Identification of good housekeeping, erosion control, and sediment control best management practices shall be utilized during construction activities.
 - A stormwater pollution prevention plan shall be prepared.
 - A rain event action plan shall be prepared.
 - A notice of termination shall be submitted to the State Water Resources Control Board within 90 days of completion of construction and stabilization of the site.

These requirements, and any additional approvals, shall be determined in coordination with the governing agencies or local jurisdiction before construction on a project commences.

- **Mitigation Strategy HWQ-3:** Based on the results of the Tier 2/Project-level analysis and recommendations, the operation of specific rail infrastructure or station facility proposed shall comply with the provisions of the applicable Regional Water Quality Control Board Municipal

Separate Storm Sewer System Program. These provisions shall include, but are not limited to, the following:

- Low impact, site design, and source control best management practices shall be identified to be utilized during operational activities.
- A water quality management plan shall be prepared that will be implemented and maintained throughout the life of a project and used by property owners, facility operators, tenants, facility employees, and maintenance contractors.

These requirements, and any additional approvals, shall be determined in coordination with the governing agencies or local jurisdiction before operation on a project commences.

- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

Groundwater Supplies

Threshold: Would the Program substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Program may impede sustainable groundwater management of the basin?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.9-41 through 3.9-42). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Although construction activities would require the use of water in site preparation, building preparation, material preparation, and for dust suppression, it is anticipated that construction water supply would not use groundwater supplies for these uses. Upon Program operation, new rail infrastructure improvements are not anticipated to require the use of groundwater supplies during operation or maintenance activities. However, depending on the location and type of amenities identified for new station facilities, there is the potential that groundwater supplies may be needed during operation. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Implementation of Mitigation Strategies UTL-1 and LU-3 would minimize,

reduce, or avoid potential impacts related to groundwater supplies through design and further analysis during the Tier 2/Project-level analysis. However, impacts may remain significant and unavoidable as further analysis may determine that construction and operational activities would result in groundwater supply impacts.

- **Mitigation Strategy UTL-1:** During Tier 2/Project-level analysis, additional water supply documentation shall be conducted by the identified lead agency or agencies to determine water supply impacts (including groundwater basin withdrawals) associated with the operation of rail infrastructure or station facility proposed. If required by the identified lead agency or agencies, this documentation shall include, but is not limited to, the following:
 - A site-specific water supply assessment shall be prepared, per Senate Bill 610 requirements.
 - Water supply verification letters shall be obtained from the applicable water purveyor per Senate Bill 221 requirements.
- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

4.3.8 Land Use and Planning

Divide an Established Community

Threshold: Would the Program physically divide an established community?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.2-37 through 3.2-38). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potential impacts associated with physically dividing an established community depend on the location of new stations, which are currently unknown, and which may require acquisition of parcels within local communities. The stations would be generally located adjacent to the existing tracks, and for that reason, impacts associated with dividing established communities would be

unlikely. However, construction activities would result in noise, air pollutants, and traffic impacts that may temporarily affect the community. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Implementation of Mitigation Strategies LU-1, LU-2, and LU-3 would minimize, reduce, or avoid potential impacts related to dividing an established community through design and further analysis. However, impacts may remain significant and unavoidable as further analysis may determine that land acquisitions would result in community impacts.

- **Mitigation Strategy LU-1:** Based on the results of a subsequent Tier 2/Project-level analysis and recommendations, the identified lead agency or agencies shall determine the extent and duration of construction activities of the Tier 2/Project-level improvement being proposed and develop construction best management practices that shall be implemented by the contractor to reduce noise, air quality, and transportation effects, such as temporary sound barriers and traffic management plans. Depending on the nature of construction activities proposed and the location where construction activities could occur, construction best management practices could include, but are not limited to, the following:
 - Limit noise-generating construction activities to the hours identified in the applicable local jurisdiction's ordinance and/or policies governing construction activities
 - Control fugitive dust by watering disturbed areas
 - Require specifications for construction equipment and idling times
- **Mitigation Strategy LU-2:** Based on the results of a subsequent Tier 2/Project-level analysis and recommendations, the identified lead agency or agencies shall determine if a construction management plan is required for construction activities of the Tier 2/Project-level improvement being proposed. If required, a construction management plan shall be developed by the contractor and reviewed by the lead agency or agencies prior to construction and implemented during construction activities. The construction management plan shall include, but not be limited to, the following:
 - Measures that minimize effects on populations and communities within the Tier 2/Project Study Area
 - Measures pertaining to visual protection, air quality, safety controls, noise controls, and traffic controls to minimize effects on populations and communities within the Tier 2/Project Study Area
 - Measures to ensure property access is maintained for local businesses, residences, and community and emergency services

- Measures to consult with local transit providers to minimize effects on local and regional bus routes in affected communities
- Measures to consult with local jurisdictions and utility providers to minimize effects on utilities in affected communities
- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

Conflict with an Applicable Land Use Plan, Policy, or Regulation

Threshold: Would the Program conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Program (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.2-38 through 3.2-39). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potential impacts associated with consistency with plans and policies depend on the location of new stations and other infrastructure improvements, which are currently unknown. Construction and operation of new stations may require land acquisition, which may require land use designation changes or amendments. However, a detailed analysis of city-level plans, policies, and regulations cannot be considered at the Tier 1/Program EIS/EIR level because such an analysis at this stage would be too speculative, given the exact location of stations is unknown at this time. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Implementation of Mitigation Strategy LU-3 would minimize, reduce, or avoid potential impacts associated with consistency with plans and policies through design and further analysis. However, impacts may remain significant and unavoidable as further analysis may determine that there is a land use conflict that cannot be mitigated.

- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to

determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

4.3.9 Mineral Resources

Loss of Availability of a Known Mineral Resource

Threshold: Would the Program result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.10-74 through 3.10-75). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potential impacts on mineral resources and associated plans and policies under the Program are dependent on the location of rail infrastructure improvements and station facilities, which are currently unknown. Mineral resource lands are considered a finite and unique resource; once mineral resource land is converted to other uses, that resource is effectively eliminated. As such, if MRZ mapped lands within the Eastern Section of the Program Corridor are converted to a transportation use, it would be considered an adverse effect (Draft Tier 1/Program EIS/EIR, pp. 3.10-58 through 3.10-59). Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Implementation of Mitigation Strategy LU-3 would minimize, reduce, or avoid potential impacts to known mineral resources through preparation of a land use consistency analysis at the Tier 2/Project level. However, impacts may remain significant and unavoidable, as further analysis may determine that conflicts cannot be mitigated.

- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

Loss of Availability of a Locally Important Mineral Resource Recovery Site

Threshold: Would the Program result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.10-76 through 3.10-77). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potential impacts on mineral resources and associated plans and policies under the Program are dependent on the location of rail infrastructure improvements and station facilities, which are currently unknown. Mineral resource lands are considered a finite and unique resource; once mineral resource land is converted to other uses, that resource is effectively eliminated. As such, if MRZ mapped lands within the Eastern Section of the Program Corridor are converted to a transportation use, it would be considered an adverse effect (Draft Tier 1/Program EIS/EIR, pp. 3.10-58 through 3.10-59). Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Implementation of Mitigation Strategy LU-3 would minimize, reduce, or avoid potential impacts to locally important mineral resource recovery sites through preparation of a land use consistency analysis at the Tier 2/Project level. However, impacts may remain significant and unavoidable, as further analysis may determine that conflicts cannot be mitigated.

- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

4.3.10 Noise

Ambient Noise Levels

Threshold: Would the Program result in generation of a substantial temporary or permanent increase in ambient noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.6-35 through 3.6-36). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potentially significant impacts may occur at the Tier 1/Program EIS/EIR evaluation level. Potential impacts related to a substantial, temporary increase in ambient noise levels are dependent on the location of rail infrastructure improvements, station facilities, and the type of construction activities required, which are unknown at this time. During operation, a permanent increase in ambient noise around new rail infrastructure improvements and station facilities could occur. This increase in ambient noise may result in potentially significant impacts on adjacent noise-sensitive land uses depending on the location of sensitive receptors. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Implementation of Mitigation Strategies NOI-1, NOI-2, and LU-3 would minimize, reduce, or avoid potential impacts associated with construction and operational noise through design and further analysis during the Tier 2/Project-level environmental process. However, impacts may remain significant and unavoidable as further analysis may determine that there are noise impacts that cannot be mitigated between land uses.

- **Mitigation Strategy NOI-1:** During Tier 2/Project-level analysis, a site-specific construction noise management plan shall be prepared for the specific rail infrastructure or station facility proposed. The construction noise management plan shall include, but not be limited to, the following:
 - A detailed construction schedule correlating to areas or zones of on-site Project construction activity(ies) and the anticipated equipment types and quantities involved. Information will include expected hours of actual operation per day for each type of equipment per phase and indication of anticipated concurrent construction activities on site.
 - Identification of construction noise reduction methods such as shutting off idling equipment, construction of a temporary noise barrier, maximizing the distance between construction equipment staging areas and adjacent sensitive land use receptors.
 - Identification of construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted at all construction entrances to allow surrounding property owners to contact the job superintendent if necessary. In the event the municipality with jurisdiction receives a complaint, the construction noise management plan shall include guidance to ensure the appropriate corrective actions

are implemented and a report of the action is provided to the reporting party. Appropriate corrective actions may include stricter enforcement of construction schedule, re-location of stationary equipment further from adjacent noise-sensitive receptors, reduction in the number of equipment working simultaneously in proximity to the sensitive receptor, erection of temporary noise barriers, or a combination of the above.

- **Mitigation Strategy NOI-2:** During Tier 2/Project-level analysis, a site-specific noise and vibration assessment shall be prepared for the specific rail infrastructure or station facility proposed. The site-specific noise and vibration assessment shall include, but not be limited to, the following:
 - Identification of adjacent noise sensitive land uses that would be impacted by construction and operation activities associated with the specific rail infrastructure or station facility.
 - Identification of construction equipment required to be within 50 feet of existing structures. If construction equipment is required within 50 feet, the assessment will demonstrate that the human annoyance threshold of 78 velocity in decibels (0.032 inches per second peak particle velocity) and structural damage thresholds of 0.2 inches per second peak particle velocity for nonengineered timber and masonry buildings and 0.12 inches per second peak particle velocity for historic-age buildings that are extremely susceptible to vibration damage is achieved.
 - Identification of existing noise levels at the nearest noise sensitive land uses.
 - Identification of any on-site generated noise sources, including generators, mechanical equipment, and trucks and predicted noise levels at property lines from all identified equipment.
 - Recommended mitigation to be implemented (e.g., enclosures, barriers, site orientation), to ensure compliance with the local jurisdiction's noise regulations or ordinances. Noise reduction measures shall include building noise-attenuating walls, reducing noise at the source by requiring quieter machinery or limiting the hours of operation, or other attenuation measures. Exact noise mitigation measures and their effectiveness shall be determined by the site-specific noise analyses.
- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis

identifies sensitive land uses or environmental resources within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

4.3.11 Public Services

Fire Protection Services, Police Services, Schools, Parks, and Other Public Facilities

Threshold: Would the Program result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- i. Fire protection?
- ii. Police protection?
- iii. Schools?
- iv. Parks?
- v. Other public facilities?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.14-27 through 3.14-28). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potential impacts on public services depend on the location of infrastructure improvements, which are currently not known. However, construction activities may result in temporary noise, vibration, and air quality effects that could affect parklands or community facilities within the Tier 1/Program EIS/EIR Study Area, as well as in detours that could impact accessibility, travel patterns, and response times for fire and police protection. Construction of infrastructure improvements could result in temporary access disruption to existing community facilities and parks. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Implementation of Mitigation Strategy LU-2 would minimize, reduce or, avoid potential impacts on public services through the implementation of a construction management plan; however, impacts could remain potentially significant if avoidance of public service resources is not feasible during the Tier 2/Project-level planning and design phase.

- **Mitigation Strategy LU-2:** Based on the results of a subsequent Tier 2/Project-level analysis and recommendations, the identified lead agency or agencies shall determine if a construction management plan is required for construction activities of the Tier 2/Project-level improvement being proposed. If required, a construction management plan shall be developed by the contractor and reviewed by the lead agency or agencies prior to construction and implemented during construction activities. The construction management plan shall include, but not be limited to, the following:
 - Measures that minimize effects on populations and communities within the Tier 2/Project Study Area
 - Measures pertaining to visual protection, air quality, safety controls, noise controls, and traffic controls to minimize effects on populations and communities within the Tier 2/Project Study Area
 - Measures to ensure property access is maintained for local businesses, residences, and community and emergency services
 - Measures to consult with local transit providers to minimize effects on local and regional bus routes in affected communities
 - Measures to consult with local jurisdictions and utility providers to minimize effects on utilities in affected communities

4.3.12 Recreation

New Recreational Facilities

Threshold: Does the Project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.14-30 through 3.14-31). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Although the Program would not include recreational facilities as part of the proposed improvements, there is the potential for the Build Alternative Options to require expansion of recreational facilities in the event that the proposed improvements require a physical take of park property. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Implementation of Mitigation Strategies PCS-1 and LU-3 would result in additional

coordination with agencies to avoid or minimize the potential for parkland impacts; however, impacts could remain potentially significant if avoidance of recreational resources is not feasible during the Tier 2/Project-level planning and design phase.

- **Mitigation Strategy PCS-1:** During Tier 2/Project-level analysis, recreational resources that would be impacted by the site-specific rail infrastructure improvement or station facility shall be identified, and any physical take of recreational properties shall be evaluated. Measures to avoid or minimize impacts on recreational properties shall include, but are not limited to, the following:
 - Selection of rail station locations that avoid recreational resources
 - Moving equipment and facilities to another located within existing parkland
 - Planting vegetation to offset removed vegetation or to establish visual or auditory screening
- **Mitigation Strategy LU 3:** During a subsequent Tier 2/Project level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resources within the Tier 2/Project level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

4.3.13 Transportation

Conflict with a Transportation Plan, Ordinance, or Policy

Threshold: Would the Program conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.3-59 through 3.3-60). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potentially significant impacts under the Program are anticipated at the Tier 1/Program EIS/EIR evaluation level. Potential impacts are dependent on the location of new stations and rail infrastructure improvements, which are currently unknown. During construction, vehicular, pedestrian, and bicycle traffic may be affected due to temporary road closures and detours during

construction-related activities. Similarly, during operation of the Program, vehicular, pedestrian, and bicycle traffic may be affected due to permanent road closures. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Implementation of Mitigation Strategies TR-1 and LU-2 would minimize, reduce, or avoid potential impacts resulting from conflicts with Program plans, ordinances or policies through design and further analysis. However, impacts may remain significant and unavoidable, as further analysis may determine that there is a conflict that cannot be mitigated between land uses.

- **Mitigation Strategy TR-1:** During Tier 2/Project-level analysis, a Project-specific traffic impact analysis shall be required for the sites identified for the specific rail infrastructure or station facility proposed. The traffic impact analysis shall be prepared using the standards and procedures of the applicable local jurisdiction(s) in which the Project is located. The traffic impact analysis may include, but will not be limited to, the following:
 - Analysis of construction related traffic impacts including identification and analysis of:
 - Transportation management plans to mitigate construction-related traffic, including coordination with emergency providers
 - Alternative work windows or temporary construction features (e.g., shoo-fly) to minimize disruption to rail operations during construction
 - Coordination with railroad host, operators and the jurisdiction within which construction will occur
 - Identification of haul routes for construction trucks, construction traffic management strategies, and any re-routing of vehicular, pedestrian, and bicycle routes
 - Analysis of operational-related traffic impacts including identification and analysis of:
 - Roadway network impacts and fair-share mitigation to mitigate impacts
 - Transportation system management/signal optimization, including retiming, rephrasing, and signal optimization; turn prohibitions; use of one-way street; and traffic diversion to alternative routes
 - For station facilities, identification and analysis of:
 - Roadway network impacts associated with trips resulting from travel activity at stations
 - Station amenities (e.g., parking, alternative modes of transit features, ticketing, emergency access)

- **Mitigation Strategy LU-2:** Based on the results of a subsequent Tier 2/Project-level analysis and recommendations, the identified lead agency or agencies shall determine if a construction management plan is required for construction activities of the Tier 2/Project-level improvement being proposed. If required, a construction management plan shall be developed by the contractor and reviewed by the lead agency or agencies prior to construction and implemented during construction activities. The construction management plan shall include, but not be limited to, the following:
 - Measures that minimize effects on populations and communities within the Tier 2/Project Study Area
 - Measures pertaining to visual protection, air quality, safety controls, noise controls, and traffic controls to minimize effects on populations and communities within the Tier 2/Project Study Area
 - Measures to ensure property access is maintained for local businesses, residences, and community and emergency services
 - Measures to consult with local transit providers to minimize effects on local and regional bus routes in affected communities
 - Measures to consult with local jurisdictions and utility providers to minimize effects on utilities in affected communities.

4.3.14 Tribal Cultural Resources

Listed or Eligible Tribal Cultural Resources

Threshold: Would the Program cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC Section 5020.1(k)?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.13-60 through 3.13-61). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potential impacts depend on the location of rail infrastructure improvements, station facilities, and types of construction activities, which are currently unknown. Construction of rail infrastructure improvements and station facilities have the potential to impact TCRs through ground-disturbing activities. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Implementation of Mitigation Strategy CUL-1 would minimize, reduce, or avoid potential impacts on TCRs through design, further analysis, and the avoidance of resources. However, it is unknown to what extent and type of impact on TCRs would occur. Impacts may remain significant and unavoidable if further analysis determines that a non-renewable TCR would be impacted by the rail infrastructure improvement or station facility proposed.

- **Mitigation Strategy CUL-1:** During subsequent Tier 2/Project-level analysis, a preliminary cultural resource screening shall be conducted by the identified lead agency or agencies to determine if the Tier 2/Project-level improvement being proposed has the potential to impact cultural resources. If the proposed Tier 2/Project-level improvement has the potential to impact cultural resources, a qualified cultural resources specialist shall conduct a cultural resources assessment report to document the existing cultural resources within the Tier 2/Project-level Study Area. The report may include, but not be limited to, the following:
 - Survey and inventory for archaeological resources, including those determined to be tribal cultural resources, including a review of updated information for the applicable cultural information center and other data repositories.
 - Survey and inventory for historic, built-environment resources, including a review of updated information for the applicable cultural information center and other data repositories.
 - All identified cultural resources shall be recorded using the appropriate California Department of Parks and Recreation cultural resources recordation forms.
 - Cultural resources shall be evaluated for eligibility for inclusion in the National Register of Historic Places and California Register of Historical Resources, and evaluations shall be conducted by individuals who meet the Secretary of the Interior's professional qualification standards in archaeology, history, and/or architectural history.
 - Documentation of Tier 2/Project-level Section 106 and Assembly Bill 52 Native American consultation efforts and site-specific recommendations and input received from Native American tribes including but not limited to:
 - The provision of Native American monitors on site during ground disturbance activities
 - Identification of procedures regarding repatriation of cultural items

- Notification and early coordination with the Bureau of Indian Affairs (BIA) and applicable Tribal Historic Preservation Officers for Tier 2/Project-level fieldwork and surveys occurring within Native American reservation lands.

If the resource is found to be a historical resource/historic property, the agency carrying out implementation of the Tier 2/Project-level improvement shall be required to identify and implement site-specific mitigation if the Tier 2/Project-level improvement has a substantial adverse change to the resource, including physical damage, destruction, relocation, or alteration of the property that materially alters in an adverse manner those physical characteristics of the property that convey its significance for inclusion in or eligibility for the NRHP, California Register of Historical Resources, or local register. These Tier 2/Project-level site-specific mitigation measures shall be developed in coordination with applicable Section 106 and AB 52 consultation requirements.

Lead-Agency Determined Tribal Cultural Resource

Threshold: Would the Program cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. In applying the criteria set forth in subdivision (c) of PRC Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.13-61 through 3.13-62). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potential impacts depend on the location of rail infrastructure improvements, station facilities, and types of construction activities, which are currently unknown. Construction of rail infrastructure improvements and station facilities have the potential to impact TCRs through ground-disturbing activities. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Implementation of Mitigation Strategy CUL-1 would minimize, reduce, or avoid potential impacts on TCRs through design, further analysis, and the avoidance of resources. However, it is unknown to what extent and type of impact on TCRs would occur. Impacts may

remain significant and unavoidable if further analysis determines that a non-renewable TCR would be impacted by the rail infrastructure improvement or station facility proposed.

- **Mitigation Strategy CUL-1:** During subsequent Tier 2/Project-level analysis, a preliminary cultural resource screening shall be conducted by the identified lead agency or agencies to determine if the Tier 2/Project-level improvement being proposed has the potential to impact cultural resources. If the proposed Tier 2/Project-level improvement has the potential to impact cultural resources, a qualified cultural resources specialist shall conduct a cultural resources assessment report to document the existing cultural resources within the Tier 2/Project-level Study Area. The report may include, but not be limited to, the following:
 - Survey and inventory for archaeological resources, including those determined to be tribal cultural resources, including a review of updated information for the applicable cultural information center and other data repositories.
 - Survey and inventory for historic, built-environment resources, including a review of updated information for the applicable cultural information center and other data repositories.
 - All identified cultural resources shall be recorded using the appropriate California Department of Parks and Recreation cultural resources recordation forms.
 - Cultural resources shall be evaluated for eligibility for inclusion in the National Register of Historic Places and California Register of Historical Resources, and evaluations shall be conducted by individuals who meet the Secretary of the Interior's professional qualification standards in archaeology, history, and/or architectural history.
 - Documentation of Tier 2/Project-level Section 106 and Assembly Bill 52 Native American consultation efforts and site-specific recommendations and input received from Native American tribes including but not limited to:
 - The provision of Native American monitors on site during ground disturbance activities
 - Identification of procedures regarding repatriation of cultural items
 - Notification and early coordination with the Bureau of Indian Affairs (BIA) and applicable Tribal Historic Preservation Officers for Tier 2/Project-level fieldwork and surveys occurring within Native American reservation lands.

If the resource is found to be a historical resource/historic property, the agency carrying out implementation of the Tier 2/Project-level improvement shall be required to identify and implement site-specific mitigation if the Tier 2/Project-level improvement has a substantial

adverse change to the resource, including physical damage, destruction, relocation, or alteration of the property that materially alters in an adverse manner those physical characteristics of the property that convey its significance for inclusion in or eligibility for the NRHP, California Register of Historical Resources, or local register. These Tier 2/Project-level site-specific mitigation measures shall be developed in coordination with applicable Section 106 and AB 52 consultation requirements.

4.3.15 Utilities and Service Systems

Relocation or Construction of Facilities

Threshold: Would the Program require or result in the relocation or construction of new or expanded water, wastewater treatment, or storm water drainage, electric power, natural gas, or telecommunication facilities, the construction or relocation of which could cause significant environmental effects?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.12-43 through 3.12-44). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: Potential construction impacts are dependent on the location of rail infrastructure improvements and station facilities, which are currently unknown. There are multiple known utilities within and adjacent to existing ROW and construction of new stations or rail infrastructure improvements may require relocation of utilities. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Implementation of Mitigation Strategies UTL-1, UTL-2, LU-2, and LU-3 would minimize, reduce, or avoid potential impacts associated with utilities through design and further analysis. However, impacts may remain significant and unavoidable as further analysis may determine that the construction of rail infrastructure improvements or station facilities would result in the relocation of existing utilities or construction of new utilities.

- **Mitigation Strategy UTL-1:** During Tier 2/Project-level analysis, additional water supply documentation shall be conducted by the identified lead agency or agencies to determine water supply impacts (including groundwater basin withdrawals) associated with the operation of rail infrastructure or station facility proposed. If required by the identified lead agency or agencies, this documentation may include, but is not limited to the following:
 - Preparation of a site-specific water supply assessment per Senate Bill 610 requirements

- Obtainment of a water supply verification letters from the applicable water purveyor per Senate Bill 221 requirements
- **Mitigation Strategy UTL-2:** During Tier 2/Project-level analysis, a site-specific utilities report shall be prepared for the rail infrastructure or station facility proposed. The utilities report will identify the ability for existing utility infrastructure to serve the Project, additional utility infrastructure needs, and local jurisdiction/utility provider coordination. The report shall include, but not be limited to, the following analyses:
 - Wastewater/Sewer Infrastructure. Identification of existing sewer infrastructure, sewer capacity, required wastewater/sewer relocations, and site-specific wastewater generation estimates
 - Electrical Infrastructure. Identification of existing electrical infrastructure, electrical capacity, required electrical infrastructure relocations, and site-specific electrical demand estimates
 - Natural Gas Infrastructure. Identification of existing natural gas infrastructure, required natural gas infrastructure relocations, and site-specific natural gas demand estimates
- **Mitigation Strategy LU-2:** Based on the results of a subsequent Tier 2/Project-level analysis and recommendations, the identified lead agency or agencies shall determine if a construction management plan is required for construction activities of the Tier 2/Project-level improvement being proposed. If required, a construction management plan shall be developed by the contractor and reviewed by the lead agency or agencies prior to construction and implemented during construction activities. The construction management plan shall include, but not be limited to, the following:
 - Measures that minimize effects on populations and communities within the Tier 2/Project Study Area
 - Measures pertaining to visual protection, air quality, safety controls, noise controls, and traffic controls to minimize effects on populations and communities within the Tier 2/Project Study Area
 - Measures to ensure property access is maintained for local businesses, residences, and community and emergency services
 - Measures to consult with local transit providers to minimize effects on local and regional bus routes in affected communities
 - Measures to consult with local jurisdictions and utility providers to minimize effects on utilities in affected communities

- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resource within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

Water Supply

Threshold: Would the Program have sufficient water supplies available to serve the Program and reasonably foreseeable future development during normal, dry, and multiple dry years?

Findings: Significant and Unavoidable Impact (Draft Tier 1/Program EIS/EIR, pp. 3.12-44 through 3.12-45). Changes or alterations have been required in, or incorporated into, the Program that avoid or substantially lessen some of the significant environmental effects as identified in the Draft Tier 1/Program EIS/EIR. (State CEQA Guidelines, Section 15091(a)(1).) However, impacts would remain significant and unavoidable at the Tier 1/Program-level evaluation.

Explanation: New rail infrastructure improvements are not anticipated to require the use of groundwater supplies during operation or maintenance activities. However, depending on the location and type of amenities identified for new station facilities, there is the potential that groundwater supplies may be needed during operation. Therefore, potentially significant impacts are anticipated at the Tier 1/Program EIS/EIR evaluation level. Implementation of Mitigation Strategies UTL-1, LU-2, and LU-3 would minimize, reduce, or avoid potential impacts associated with water supply through coordination with water providers and through subsequent design and analysis. However, impacts may remain significant and unavoidable as further analysis may determine that operational activities would result in water supply impacts.

- **Mitigation Strategy UTL-1:** During Tier 2/Project-level analysis, additional water supply documentation shall be conducted by the identified lead agency or agencies to determine water supply impacts (including groundwater basin withdrawals) associated with the operation of rail infrastructure or station facility proposed. If required by the identified lead agency or agencies, this documentation may include, but is not limited to the following:
 - Preparation of a site-specific water supply assessment per Senate Bill 610 requirements
 - Obtainment of a water supply verification letters from the applicable water purveyor per Senate Bill 221 requirements

- **Mitigation Strategy LU-2:** Based on the results of a subsequent Tier 2/Project-level analysis and recommendations, the identified lead agency or agencies shall determine if a construction management plan is required for construction activities of the Tier 2/Project-level improvement being proposed. If required, a construction management plan shall be developed by the contractor and reviewed by the lead agency or agencies prior to construction and implemented during construction activities. The construction management plan shall include, but not be limited to, the following:
 - Measures that minimize effects on populations and communities within the Tier 2/Project Study Area
 - Measures pertaining to visual protection, air quality, safety controls, noise controls, and traffic controls to minimize effects on populations and communities within the Tier 2/Project Study Area
 - Measures to ensure property access is maintained for local businesses, residences, and community and emergency services
 - Measures to consult with local transit providers to minimize effects on local and regional bus routes in affected communities
 - Measures to consult with local jurisdictions and utility providers to minimize effects on utilities in affected communities
- **Mitigation Strategy LU-3:** During a subsequent Tier 2/Project-level analysis, a land use consistency analysis shall be conducted by the identified lead agency or agencies to determine consistency of the Tier 2/Project-level improvement being proposed with the applicable local jurisdictional general plans or programs. If the land use consistency analysis identifies sensitive land uses or environmental resource within the Tier 2/Project-level Study Area, design or siting strategies shall be identified by the lead agency or agencies to avoid or minimize conflicts with sensitive land uses or environmental resources.

4.4 The Use of a Tier 1/Program EIS/EIR

FRA, Caltrans, and RCTC are using a tiered NEPA/CEQA process to complete the environmental review of the Program, under 40 CFR Part 1508.28 and CEQA Guideline Sections 15168 and 15170. Tiering is a staged environmental review process often applied to environmental review for complex transportation projects. This Tier 1/Program EIS/EIR complies with NEPA and CEQA, which requires that federal and state agencies analyze a range of reasonable alternatives in an EIS (42 USC Section 4332(c)(iii)) and EIR (CEQA Guidelines Section 15126.6(a)).

For CEQA purposes, a Program EIR is an EIR that may be prepared on a series of actions that can be characterized as one large project and are related in one of the following ways:

- a) Geographically;
- b) As logical parts in the chain of contemplated actions;
- c) In connection with issuance of rules, regulations, plans, or other general criteria to govern the conduct of a continuing program; or
- d) As individual activities carried out under the same authorizing statutory or regulatory authority and having generally similar environmental effects which can be mitigated in a similar way.

A Program EIR enables the lead agency to consider broad environmental implications of development at an early stage in the process, sometimes when the project is still at a conceptual level, recognizing that a series of actions will occur prior to development. Because they are prepared relatively early on, Program EIRs allow greater flexibility in dealing with overall development options, basic environmental issues, and cumulative impacts. The Program EIR identifies and mitigates the effects of the overall program of development to the extent that they are known at this time. The lead agency incorporates feasible mitigation strategies developed in the Program EIR into subsequent actions to implement the program. Requests for approval of subsequent entitlements in the program must be examined in light of the Program EIR to determine whether additional environmental review must be conducted. If the agency finds that pursuant to CEQA Guidelines section 15162, no new effects could occur and no new mitigation is required, the agency can approve the activity as being within the scope of the Program EIR. However, if a later activity would have effects that were not examined in the Program EIR, additional environmental review would need to be conducted and additional opportunities for public review provided as appropriate under CEQA. Additional environmental review is required for subsequent discretionary approvals requested of the lead agency to implement the program, if, pursuant to section 15162 of the CEQA Guidelines, the following circumstances occur:

- a) Substantial changes are proposed to the project description;
- b) Substantial changes occur with respect to the circumstances under which the project is undertaken (such as new regulatory requirements are adopted relevant to the project); or
- c) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified, identifies new or more severe impacts from those identified in the program EIR or if new mitigation measures can be identified to offset impacts of the project.

4.5 Findings of Fact

As stated above, California PRC Section 21081 and CEQA Guidelines Section 15091 require that the lead agency, in this case RCTC, prepare written findings for identified significant impacts, accompanied by a brief explanation of the rationale for each finding (see Appendix F of this Final Tier 1/Program EIS/EIR for full mitigation strategy text). RCTC, as the CEQA lead agency, hereby certifies that the Board of Commissioner's has reviewed and considered the information contained in the Final Tier 1/Program EIS/EIR, identified below, for the Program. The RCTC acknowledges that the Final Tier 1/Program EIS/EIR has been completed in compliance with CEQA, pursuant to California PRC Section 21000 et seq., CEQA Guidelines (California Code of Regulations [CCR], Title 14, Section 15000 et seq.), and that the Final Tier 1/Program EIS/EIR reflects the independent judgment of the RCTC. In certifying the Final Tier 1/Program EIS/EIR under CEQA, the RCTC hereby adopts these CEQA findings of fact and statement of overriding considerations.

4.6 Significant or Potentially Significant Impacts for which Mitigation is Outside RCTC's Responsibility or Jurisdiction

Mitigation strategies to mitigate, avoid, or substantially lessen the following significant and potentially significant environmental impacts from the Program are within the responsibility and jurisdiction of another public agency and not RCTC. Pursuant to California PRC Section 21081(a)(2) and CEQA Guidelines Section 15091(a)(2), as to each impact, RCTC, based on the evidence in the record before it, finds that implementation of these mitigation strategies is hereby approved by RCTC, to the extent implementation of the measure strategy is within RCTC's jurisdiction. In the instances in which implementation of the measure strategy is within the jurisdiction of another agency, RCTC finds that the strategy can and should be undertaken by the other public agency. In some cases, one part of a mitigation strategy may be under the jurisdictional control of RCTC, while some other part of the same mitigation strategy may be outside of RCTC's direct control. These situations with a combination of jurisdictional responsibilities are addressed in this subsection. RCTC will request, but cannot compel, implementation of the identified mitigation strategies described in the Tier 1/Program EIS/EIR. The impact and mitigation strategy and the facts supporting the determination that mitigation is within the responsibility and jurisdiction of another public agency, and not RCTC, would be determined during subsequent Tier 2/Project-level analysis. Notwithstanding the disclosure of these impacts, RCTC elects to approve the Program due to the overriding considerations set forth below in the statement of overriding considerations.

4.7 Findings Related to the Relationship Between Short-Term Uses of the Environment and Maintenance and Enhancement of Long-Term Productivity

CEQA requires a review of the balance between short-term uses and long-term productivity of resources within a project area. Potential impacts that narrow the range of beneficial uses to the environment include selecting a development option that reduces the ability to pursue other possibilities or committing a piece of land or other resources to a particular use that limits additional uses being performed on the same site.

Effects on resources are often characterized as being short term or long term in duration. Impacts that occur only during construction are considered temporary. Impacts that occur within a period of 3 years or less would be considered a short-term use and in excess of 3 years would be considered long term. Construction can create temporary water quality effects and increases in noise, emissions, traffic, and human population that can disturb resources in an area but subside when the work is complete. Long-term effects are related to the maintenance and enhancement of long-term productivity, in particular, the consistency of the Program with long-term economic, social, regional, and local planning objectives. These impacts may lead to permanent loss or degradation of resources. As required by PRC Section 21001(g), the short- and long-term effects of the Program under consideration are summarized below.

The Program Corridor faces transportation challenges associated with anticipated population growth, constrained travel options, rail service frequency, and a need for increased travel capacity without impacting air quality and natural resources. These challenges are likely to continue in the future, as continued growth in population and employment is expected to generate increased travel demand. In the short term, construction activities would likely increase employment opportunities, as well as locally purchased materials and services. In the long term, proposed improvements would likely increase the frequency and reliability of intercity rail service.

Based on the EIR and the entire record before RCTC, RCTC makes the following findings with respect to the Program's balancing of local short-term uses of the environment and the maintenance of long-term productivity:

1. As the Program is implemented, certain impacts would occur on a short-term level. Such short-term impacts are discussed above. Where feasible, mitigation strategies have been incorporated to mitigate these potential impacts during subsequent Tier 2/Project-level analysis.

2. Implementation of the Program would result in the long-term commitment of resources to implement the Program including water, natural gas, fossil fuels, and electricity. The long-term implementation of the Program would provide economic benefits within the Program Corridor and to Riverside, San Bernardino, Orange, and Los Angeles counties. The Program would accommodate development of an improved passenger rail service throughout the Program Corridor. Notwithstanding the foregoing, some long-term impacts would result from implementation of the Program.

Despite short-term and long-term adverse impacts that could result from implementation of the Program and that would not be reduced to a less-than-significant level even with the implementation of mitigation measures, the short-term and long-term benefits of implementation of the Program as discussed in the Statement of Overriding Considerations justify implementation.

4.8 Summary of Alternatives Considered

Pursuant to CEQA Guidelines Section 15126.6(a), which states that, “An EIR shall describe a range of reasonable alternatives to the project, or the location of the project, which would feasibly obtain most of the basic objectives of the project,” FRA, Caltrans, and RCTC prepared an Alternatives Analysis (AA) (RCTC 2016) to evaluate alternatives for implementation of passenger rail service within the Program Corridor. The 2016 AA Report identified six potential route alternatives and service options for the Program Corridor based on the Purpose and Need statement, review of previous studies, and comments from agencies and the public. In the Western Section of the Program Corridor, various combinations of four existing rail lines between the cities of Los Angeles and Colton were evaluated. For the Eastern Section, all potential route alternatives utilized UP’s Yuma Subdivision between Colton and Indio.¹

Table 4-1. Route Alternatives Studied in the 2016 Alternatives Analysis

Route Alternative	Alignment Description	Eastern Terminus ^a	Western Terminus	Mode	Rail Lines
1	Los Angeles-Indio Rail Service via Fullerton/Riverside	Indio	LAUS	Intercity rail	BNSF San Bernardino Subdivision + UP Yuma Subdivision

¹ During preparation of the 2016 AA Report, the City of Indio was proposed to be the eastern terminus of the Program Corridor. Therefore, the City of Coachella was not included in the 2016 AA Report. However, the City of Coachella is located within the 15 mile Indio station catchment area studied in the 2016 AA Report. Based on comments received during the formal scoping period, FRA, Caltrans, and RCTC extended the eastern terminus of the Program Corridor beyond Indio to include the adjoining City of Coachella. The extension of the eastern terminus of the Program Corridor would not affect the conclusions reached in the 2016 AA Report, as only one route alternative in the Eastern Section (between Colton and Indio) was evaluated in the 2016 AA Report: the existing UP rail line.

Route Alternative	Alignment Description	Eastern Terminus ^a	Western Terminus	Mode	Rail Lines
2	Los Angeles-Indio Rail Service via Pomona/Riverside	Indio	LAUS	Intercity rail	UP Los Angeles Subdivision + UP Yuma Subdivision
3	Los Angeles-Indio Rail Service via Pomona/Ontario Airport	Indio	LAUS	Intercity rail	UP Alhambra Subdivision + UP Yuma Subdivision
4-A	Los Angeles-Indio Rail Service via Montclair/Rialto	Indio	LAUS	Intercity rail	SCRRA San Gabriel Subdivision + UP Yuma Subdivision
4-B	Los Angeles-Indio Rail Service via Montclair/San Bernardino	Indio	LAUS	Intercity rail	SCRRA San Gabriel Subdivision + UP Yuma Subdivision
5	Los Angeles-Indio Rail Service via Montclair/San Bernardino	Indio	LAUS	Intercity rail	UP Alhambra + SCRRA San Gabriel Subdivision + UP Yuma Subdivision

Source: RCTC 2016

Notes:

^a During preparation of the 2016 AA Report, Indio was anticipated to be the eastern terminus of the Program Corridor.

AA=Alternatives Analysis; LAUS=Los Angeles Union Station; SCRRA=Southern California Regional Rail Authority; UP=Union Pacific Railroad

As stated in Section 2.1 (Alternatives Selection Process) of the Draft Tier 1/Program EIS/EIR (Draft Tier 1/Program EIS/EIR, p.2-8), four screening criteria were relied on during the process of evaluating and selecting reasonable and feasible route alternatives to carry forward in the Tier 1/Program EIS/EIR. These screening criteria included achieving the Program's Purpose and Need, environmental constraints, technical feasibility, and economic feasibility. Pursuant to CEQA Guidelines Section 15126.6(c), which states that, "Among the factors that may be used to eliminate alternatives from detailed consideration in an EIR are: (i) failure to meet most of the basic project objectives, (ii) infeasibility, or (iii) inability to avoid significant environmental impacts," five of the six route alternatives (Route Alternatives 2, 3, 4-A, 4-B, and 5) were removed from consideration in the Draft Tier 1/Program EIS/EIR, as follows:

- **Route Alternative 2.** Coarse level screening during the AA analysis concluded that Route Alternative 2 be eliminated from further study. The route alternative is a high density freight line, with substantial sections of single track that would require costly expansion projects to create the additional capacity needed to reliably operate the proposed passenger rail service and mitigate impacts on freight rail capacity and reliability. Route Alternative 2 would require construction of up to 10 miles of additional second main line track, with potentially sections of third main line track to accommodate Metrolink commuter services. Route Alternative 2 would only serve a population of approximately 4.14 million people (which is low when compared to Route Alternative 1, which would serve a population of approximately 11.63 million people) and require over 666 acres of land acquisitions, resulting in increased environmental and land use conflicts. In addition, Route Alternative 2 would require construction of infrastructure in various locations to hold freight trains waiting for space to enter BNSF's San Bernardino Subdivision or the Alameda corridor. The route also experiences freight train congestion and serves freight terminals where trains enter and exit at low speeds, which have the potential to affect passenger train travel reliability. Therefore, Route Alternative 2 was determined to not meet the Program's Purpose and Need, which aims to provide a competitive and attractive public transit mode to meet increasing travel demand within the Program Corridor through the 2040 horizon year.

From an environmental constraint perspective, during the coarse level screening process conducted as part of the AA Report process, it was determined that additional ROW and modifications to existing track infrastructure resulting in new or expanded bridges over waterways would require intensive coordination with the USFWS, CDFW, and other responsible resource agencies. In the event that a new or expanded bridge is needed at the Santa Ana River along the Los Angeles Subdivision between the cities of Riverside and Jurupa Valley, mitigation could be difficult to obtain since the route crosses critical habitat for LBV and Southwestern Willow Flycatcher (both are listed as a Federal and State endangered species). When compared to other Route Alternatives that did not cross through critical habitat for endangered species, Route Alternative 2 was identified as potentially having greater environmental impacts than other route alternatives considered.

To accommodate additional passenger trains on Route Alternative 2 without degrading freight train capacity, additional infrastructure would likely be required to enable overtakes of freight trains, meet/pass events for the proposed Coachella Valley passenger trains and Metrolink commuter traffic, which include potential portions of third track, and adequate windows for track maintenance. Obstacles to constructing an additional main track between Riverside and Pomona include a lack of available ROW between Riverside and Arlington, where the alignment descends an escarpment and is constrained by a quarry. An additional

bridge over the Santa Ana River would also be needed to supplement the existing single-track concrete arch structure. Given the extensive sections of single main line track and presence of heavy unscheduled freight train traffic, the potential for introducing travel unreliability, slow projected running time, high technical complexity, and high cost for expanding capacity, Route Alternative 2 was determined to be technically and economically infeasible and was eliminated from further study. (Draft Tier 1/Program EIS/EIR, p.2-9).

- **Route Alternative 3.** Coarse level screening concluded that Route Alternative 3 be eliminated from further study. The route alternative is a high density freight line, with substantial sections of single track that would require costly expansion projects to create the additional capacity needed to reliably operate the proposed passenger rail service and mitigate impacts on freight rail capacity and reliability. Route Alternative 3 would require construction of up to 39 miles of additional second main line track. In addition to the financial feasibility of constructing up to 39 miles of additional second main line track, property acquisition would require displacement of many businesses and residents, particularly where the route passes through highly urbanized areas. Route Alternative 3 would only serve a population of approximately 4.41 million people (which is low when compared to Route Alternative 1, which would serve a population of approximately 11.63 million people) and require over 625 acres of land acquisitions, resulting in increased environmental and land use conflicts (2016 Alternatives Analysis, p. 109). The route also experiences freight train congestion and serves freight terminals where trains enter and exit at low speeds, which have the potential to affect passenger train travel reliability. Therefore, Route Alternative 3 was determined to not meet the Program's Purpose and Need, which primarily aims to provide a competitive and attractive public transit mode to meet increasing travel demand within the Program Corridor through the 2040 horizon year. Additionally, given the extensive sections of single main line track and presence of heavy unscheduled freight train traffic, the potential for introducing travel unreliability, slow projected running time, high technical complexity, and high cost for expanding capacity, Route Alternative 3 was determined to be economically and technically infeasible, and was eliminated from further study. (Draft Tier 1/Program EIS/EIR, p.2-9.)
- **Route Alternative 4-A.** Route Alternative 4-A would require complex connecting tracks at San Bernardino and Colton, additional main line track, and a major new flyover across the BNSF San Bernardino Subdivision in San Bernardino. The infrastructure required under Route Alternative 4-A would be costly and impact adjacent urban areas with substantial property acquisitions and displacements particularly where the route passes through highly urbanized areas. In addition, while Route Alternative 4-A had the shortest projected travel time, it also had lower ridership projections than Route Alternative 1. Therefore, Route

Alternative 4 was determined to not meet the Program's Purpose and Need, which primarily aims to provide a competitive and attractive public transit mode to meet increasing travel demand within the Program Corridor through the 2040 horizon year. Additionally, Route Alternative 4-A did not meet the identified technical and economic criteria. Route Alternative 4-A was determined to be neither reasonable nor feasible. (Draft Tier 1/Program EIS/EIR, p .2-11.)

- **Route Alternative 4-B.** Route Alternative 4-B did not achieve the Program's Purpose and Need because it would not offer a competitive travel time due to an additional 20 to 30 minutes required for a mid-route station stop at San Bernardino. Route Alternative 4-B did not meet the technical criteria because it would require a complex connecting track at Colton, additional main line track, and a potential new flyover across the BNSF San Bernardino Subdivision in San Bernardino, which would be costly to implement, and which would impact adjacent urban areas. Route Alternative 4-B did not meet the economic criterion because of the excessive capital cost requirements. In addition, Route Alternative 4-B, along with Route Alternative 5, had the lowest projected ridership. As such, Route Alternative 4-B was determined to not meet the Program Purpose and Need, and was eliminated from further study. (Draft Tier 1/Program EIS/EIR, p .2-12.)
- **Route Alternative 5.** Route Alternative 5 did not achieve the Program's Purpose and Need because it would not offer a competitive travel time due to an additional 20 to 30 minutes required for a mid-route station stop at San Bernardino and slower track speed at UP's Alhambra Subdivision. In addition, Route Alternative 5 would require a complex connecting track at Colton, including a potential new flyover across the BNSF San Bernardino Subdivision in San Bernardino, which would be costly to implement, and which would impact adjacent urban areas and result in substantial property acquisitions. Route Alternative 5 did not meet the economic criterion because of the excessive capital cost requirements. Route Alternative 5 would cost more than Alternative 4-B without providing additional ridership benefits. This alternative had the longest projected travel time of the route alternatives, and, along with Route Alternative 4-B, has the lowest projected ridership. Route Alternative 5 was determined to not meet the Program Purpose and Need and was eliminated from further study. (Draft Tier 1/Program EIS/EIR, p .2-12.)

As the CEQA lead agency, RCTC identified Route Alternative 1 as the proposed CEQA Program (also known under CEQA as the proposed Project) to be carried forward in the Tier 1/Program EIS/EIR. In addition to meeting the applicable criteria, Route Alternative 1 would also allow for the use of the existing shared use agreement and memorandum of understanding between RCTC and the railroad stakeholders, which provides for available passenger rail capacity along the Program

Corridor. In the Western Section of the Program Corridor, RCTC has an existing shared use agreement with BNSF that pairs staged infrastructure improvement projects to available passenger train slots on the route (Atchison, Topeka, and Santa Fe Railway Company and RCTC 1992). In addition, an memorandum of understanding between SBCTA, UP, and BNSF associated with the Colton Crossing Railroad Grade Separation Project provides for the conversion of four non-revenue passenger train movements to revenue train movements in the segment of the San Bernardino Subdivision between Riverside and San Bernardino (SBCTA, UP, and BNSF 2010). Under these existing agreements, RCTC has the ability to commit four available train slots between LAUS and Colton for the proposed passenger rail service without constructing additional rail capacity improvement projects in the Western Section. However, if the proposed passenger rail service does not occur, RCTC could commit these slots to other intercity passenger or commuter rail services in the Western Section of the Program Corridor.

Under the existing agreements, passenger/commuter rail frequencies in the busiest part of the Western Section of the Program Corridor, between Los Angeles and Fullerton, are currently at capacity. However, specific capacity improvement projects planned or in construction along Route Alternative 1 in the Western Section of the Program Corridor would create additional passenger/train commuter train slots between Los Angeles and Fullerton by 2024 or sooner. RCTC has the ability to commit four of these additional slots to the proposed passenger rail service without the need to reduce existing passenger/commuter rail services by an equivalent number of frequencies between Los Angeles and Fullerton. The additional passenger/commuter slots associated with the near term capacity improvement projects planned or in construction between Los Angeles and Fullerton would also support other service increases in commuter and intercity passenger rail traffic that are anticipated to occur regardless of the proposed passenger rail service implementation. The capacity improvement projects that are planned or in construction are programmed for completion before the proposed passenger rail service would start. Therefore, infrastructure associated with the capacity improvement projects is considered part of baseline conditions in the Western Section of the Program Corridor between Los Angeles and Colton.

Although only one route alternative was carried forward, the Tier 1/Program EIS/EIR further included three reasonable, feasible Build Alternative Options for implementation of the major Program elements (e.g., speed, station stop pattern/service options, and frequency) associated with Route Alternative 1.

The three refined Build Alternative Options carried forward for consideration in the Draft Tier 1/Program EIS/EIR did not change in the Final Tier 1/Program EIS/EIR. Chapter 3 of the Draft Tier 1/Program EIS/EIR (Appendix A) describes the Program alternatives advanced for further study, which include a No Build Alternative and three Build Alternatives Options (Build Alternative Option 1, Build Alternative Option 2, and Build Alternative Option 3).

The No Build Alternative consists of the continuation of the existing Amtrak passenger train route, stations, and service within the Program Corridor. The No Build Alternative also includes all committed improvements (e.g., projects with dedicated or obligated funding) to the existing intercity passenger rail system, the highway/freeway system, and other modes of transportation available to the public (e.g. intercity bus services and aviation services) within the Tier 1/Program Study Area.

The three Build Alternative Options are:

- **Build Alternative Option 1** –Build Alternative Option 1 assumes up to two daily round passenger rail trips between LAUS and the City of Coachella. No additional railroad infrastructure improvements would be required within the Western Section of the Program Corridor and existing stations in Fullerton and Riverside would be utilized. Within the Eastern Section of the Program Corridor, the existing station in Palm Springs would be utilized and up to up to five new potential stations could be constructed in the Loma Linda/Redlands Area, the Pass Area, the Mid-Valley Area, the City of Indio, and the City of Coachella. A third main line track would augment the existing two main tracks along the entire Eastern Section of the Program Corridor from Colton to Coachella.
- **Build Alternative Option 2** –Build Alternative Option 2 assumes up to two daily round passenger rail trips between LAUS and the City of Indio. No additional railroad infrastructure improvements would be required within the Western Section of the Program Corridor and existing stations in Fullerton and Riverside would be utilized. Within the Eastern Section of the Program Corridor, the existing station in Palm Springs would be utilized and up to up to four new potential stations could be constructed in the Loma Linda/Redlands Area, the Pass Area, the Mid-Valley Area, and the City of Indio. A third main line track would augment the existing two main tracks along the entire Eastern Section of the Program Corridor from Colton to Indio.
- **Build Alternative Option 3** –Build Alternative Option 3 assumes up to two daily round passenger rail trips between LAUS and the City of Indio. No additional railroad infrastructure improvements would be required within the Western Section of the Program Corridor and existing stations in Fullerton and Riverside would be utilized. Within the Eastern Section of the Program Corridor, the existing station in Palm Springs would be utilized and up to up to four new potential stations could be constructed in the Loma Linda/Redlands Area, the Pass Area, the Mid-Valley Area, and the City of Indio. A third main line track would augment the existing two main tracks along the Eastern Section of the Program Corridor from Colton to the proposed Mid-Valley Station Area.

Where a lead agency has determined that, even after the adoption of all feasible mitigation measures, the project would still cause one or more significant environmental impacts that cannot be

avoided or lessened to below a level of significant, the lead agency must determine if there is a project alternative that is both environmentally superior and feasible. An alternative may be “infeasible” if it fails to achieve the most basic project objectives identified within the EIR. Further, “feasibility” under CEQA encompasses the desirability of the project “based on a reasonable balancing of the relevant economic, environmental, social, and technological factors” of a project.

Based on the evaluation presented in the Draft Tier 1/Program EIS/EIR, the No Build Alternative would be the environmentally superior alternative because it would not result in any new construction related effects or require new land acquisition that may be required for rail infrastructure. However, the No Build Alternative would not meet the Program’s Purpose and Need, nor would it result in the benefits associated with the Build Alternative Option 1, such as reduced air quality emissions, reduced greenhouse gas emissions, and improved travel options and reliability.

CEQA Guidelines Section 15126.6(e)(2) also states that where the No Project (No Build) Alternative is considered the environmentally superior alternative, the EIR shall identify another environmentally superior alternative. RCTC considered the Build Alternative Options, as well as the No Build Alternative, and weighed and balanced the environmental impacts of each alternative.

Build Alternative Options 2 and 3 are anticipated to result in fewer reductions of vehicle miles traveled and greenhouse gas emissions than Build Alternative Option 1. Based on the analyses documented in the Draft Tier 1/Program EIS/EIR and Final Tier 1/Program EIS/EIR, RCTC determined that the adverse environmental impacts associated with the Build Alternative Option 1 would be similar to those associated with Build Alternative Option 2 and 3, while benefits to ridership and communities would be higher under Build Alternative Option 1 than under Build Alternative Options 2 and 3. (Draft Tier 1/Program EIS/EIR, p .7-3 through 7-11.)

Based on the evaluation of reasonable and feasible alternatives (Draft Tier 1/Program EIS/EIR, Chapter 2, Alternatives), RCTC has determined that, while all three Build Alternative Options are reasonable, feasible, and meet the Purpose and Need of the Program, Build Alternative Option 1 would result in the least overall impacts to the human and natural environment while fulfilling the Purpose and Need of the Program to a greater extent than Build Alternative Options 2 and 3, and is therefore environmentally preferable.

4.9 Growth Inducement

CEQA requires a discussion of the ways in which a project could be growth inducing. CEQA also requires a discussion of ways in which a project may remove obstacles to growth, as well as ways in which a project may set a precedent for future growth. CEQA Guidelines section 15126.2, subdivision (d), identifies a project as growth inducing if it fosters economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment.

As documented in the Draft Tier 1/Program EIS/EIR (Draft EIS/EIR, p. 6-1), substantial growth impacts could be manifested through the provision of infrastructure or service capacity to accommodate growth beyond the levels currently permitted by local or regional plans and policies. In general, growth induced by a project is considered a significant impact if it directly or indirectly affects the ability of agencies to provide needed public services or if it can be demonstrated that the potential growth significantly affects the environment in some other way.

The four-county region of Los Angeles, Orange, Riverside, and San Bernardino Counties (which the Program Corridor crosses) grew by more than 7.4 million people between 1970 and 2010. In 2010, the region was home to approximately 46 percent of the population in the State of California. Los Angeles County has the largest population in the four-county region, followed by Orange County. Growth patterns between 1970 and 2010 showed that Riverside County and San Bernardino County grew at an average annual rate of 4.0 percent and 2.8 percent, respectively, while Los Angeles County and Orange County grew annually by 0.8 percent and 1.9 percent, respectively. Population projections prepared by the California Department of Finance forecast that the population within the four-county region will continue to grow between 2018 and 2050; however, the annual growth rate is anticipated to slow to 0.5 percent annually for the region as a whole. There are higher annual growth rates forecast for San Bernardino County (1.0 percent) and Riverside County (1.1 percent) compared with Los Angeles County (0.3 percent) and Orange County (0.4 percent).

Despite a forecast reduction in growth rates, the four-county region is still projected to grow approximately 17 percent overall between 2018 and 2050, for a total population of approximately 21.3 million people in 2050. By then, the four-county region will account for approximately 43 percent of the state population. These growth forecasts suggest that the Program Corridor between Los Angeles and San Bernardino Counties would support a substantial portion of the state's population in 2050.

Growth in the Western Section of the Program Corridor is expected with or without the Build Alternative Options. Two additional round-trip daily trains would serve existing stations at LAUS, Fullerton, and Riverside in the Western Section. No new stations or improvements to existing stations would be required to accommodate the proposed service. Therefore, the Build Alternative Options are not expected to induce additional growth in the Western Section.

San Bernardino and Riverside Counties have experienced population, housing, and employment growth over the past several decades. As discussed in Section 3.2, Land Use and Planning, of the Tier 1/Program EIS/EIR, there is a planned 18 percent increase in residential uses in the Eastern Section of the Program Corridor. Between 2010 and 2035, population and housing in Riverside County are each anticipated to increase by approximately 63 percent; however, employment is expected to grow faster than housing (County of Riverside 2003). Similarly, San Bernardino County

is expecting an increase in population of 630,000 people, an increase of more than 230,000 homes, and 316,000 additional jobs by 2040.

Because Riverside County and San Bernardino County supply a portion of the labor pool for the Los Angeles-Orange County metropolitan area, daily round-trip service and new station areas may induce additional housing growth in the new station catchment areas. Build Alternative Option 1 proposes up to five new potential stations within Loma Linda/Redlands, the Pass Area, the Mid-Valley area, and the Cities of Indio and Coachella. Build Alternative Options 2 and 3 propose up to four new potential stations within the Loma Linda/Redlands Area, the Pass Area, the Mid-Valley, and the City of Indio. New stations could also introduce employment opportunities in station areas and catalyze investment in transit-oriented development, including additional housing and business.

4.10 Significant Irreversible Environmental Changes

CEQA Guidelines section 15126.2, subdivision(d) provides the following direction for the discussion of irreversible changes:

Uses of nonrenewable resources during the initial and continued phases of the project may be irreversible since a large commitment of such resources makes removal or nonuse thereafter unlikely. Primary impacts and, particularly, secondary impacts (such as highway improvement which provides access to a previously inaccessible area) generally commit future generations to similar uses. Also irreversible damage can result from environmental accidents associated with the project. Irretrievable commitments of resources should be evaluated to assure that such current consumption is justified.

The Program would use both renewable and nonrenewable natural resources for construction and operation. The Program would use nonrenewable fossil fuels in the form of oil and gasoline during construction and operation. Other nonrenewable and slowly-renewable resources consumed as a result of Program implementation would include, but not necessarily be limited to, lumber and other forest products, sand and gravel, asphalt, petrochemical construction materials, steel, copper, lead, and water. However, these resources are necessary for construction of the Program and, as such, their use would not be wasteful or inefficient. Additionally, the Program would not result in a significant commitment of fossil fuels that would make their nonuse or removal likely. Rather, the Program, which proposes to implement passenger rail between Los Angeles and the Coachella Valley, would result in reduced fossil fuel usage associated with the Program-related mode shift from automobiles to passenger rail and associated decrease in vehicle miles traveled, over time (Draft Tier 1/Program EIS/EIR, pp 3.5-27 through 3.5-29).

The Program would not involve uses in which irreversible damage could result from potential environmental accidents associated with operation. The Program would implement intercity passenger rail between Los Angeles and the Coachella Valley and is not anticipated to release

hazardous materials into the environment. Construction and operation of the Program would utilize chemical substances common to urban construction activities that do not generally pose a significant hazard to the public or environment. Moreover, Mitigation Strategies HAZ-1 through HAZ-3 would minimize, reduce or, avoid potential impacts resulting from the accidental release of hazardous materials into the environment during construction by requiring further evaluation into hazardous materials in the area, preparation of a Project-specific hazardous materials management program and a health and safety plan, and by ensuring compliance with all applicable local, state, and federal regulations regarding hazardous materials during the Tier 2/Project-level analysis (Draft Tier 1/Program EIS/EIR, pp. 3.11-55 through 3.11-58).

The change in land use as a result of implementation of the Program from undeveloped land to urban/transportation use would represent a long-term commitment to urbanization, since the potential for developed land to be reverted back to undeveloped land uses is highly unlikely. This would involve the conversion, and potential loss, of habitat and productive agricultural and grazing land to accommodate the new transportation infrastructure and stations in the Eastern Section of the Program Corridor. These environmental changes would be irreversible. Chapter 3 of the Draft Tier 1/Program EIS/EIR evaluates the significance of these impacts under CEQA and effects under NEPA.

Overall, while the Program would require the commitment of nonrenewable resources, it is expected that residents and businesses in the region would benefit from the implementation of regional passenger rail in a corridor that does not currently have intercity passenger rail service, and, as such, the commitment of these resources is necessary and justified. As stated above in Section 2.2 (Program Purpose and Objectives), the Program would:

1. provide travelers between the Los Angeles Basin and the Coachella Valley with a public transportation service that offers more convenient, reliable, and competitive trip times, better station access, and more frequency than currently available public transportation services;
2. provide travelers between the Los Angeles Basin and the Coachella Valley with an alternative to driving that offers reliable travel schedules;
3. provide travelers between the Los Angeles Basin and the Coachella Valley with an affordable transportation service;
4. serve a range of trip purposes traveling between the Los Angeles Basin and the Coachella Valley, particularly including business and personal trips;
5. improve regional travel opportunities between the Los Angeles Basin and the Coachella Valley for individuals without private vehicles;

6. serve the expected population growth in the Los Angeles Basin and the Coachella Valley;
and,
7. assist regional agencies in meeting air pollution and GHG emission reduction targets as mandated in state and federal regulations.

5 Statement of Overriding Considerations

Pursuant to Section 21081 of the California PRC and Section 15093 of the State CEQA Guidelines, RCTC has balanced the benefits of the Program against its unavoidable environmental impacts in determining whether to approve the Program. Pursuant to State CEQA Guidelines section 15093, if the benefits of the Program outweigh the Program's unavoidable adverse environmental impacts, those impacts may be considered "acceptable."

Having reduced the adverse significant environmental effect of the Program to the extent feasible by adopting the Mitigation Strategies identified in the EIR and the Mitigation Monitoring and Reporting Program (MMRP), and having weighed the benefits of the Program against its unavoidable adverse impacts after mitigation, RCTC has determined that each of the following social, economic and environmental benefits of the Program separately and individually outweigh the Program's potential unavoidable adverse impacts and render those potential adverse environmental impacts acceptable. RCTC thus adopts and makes the following statement of overriding considerations:

1. The Program would provide travelers between the Los Angeles Basin and the Coachella Valley with a public transportation service that offers more convenient, reliable, and competitive trip times, better station access, and more frequency than currently available public transportation services;
2. The Program would provide travelers between the Los Angeles Basin and the Coachella Valley with an alternative to driving that offers reliable travel schedules;
3. The Program would provide travelers between the Los Angeles Basin and the Coachella Valley with an affordable transportation service;
4. The Program would serve a range of trip purposes traveling between the Los Angeles Basin and the Coachella Valley, particularly including business and personal trips;
5. The Program would improve regional travel opportunities between the Los Angeles Basin and the Coachella Valley for individuals without private vehicles;
6. The Program would serve the expected population growth in the Los Angeles Basin and the Coachella Valley; and,
7. The Program would assist regional agencies in meeting air pollution and GHG emission reduction targets as mandated in state and federal regulations.
8. The Program would result in socioeconomic and community benefits including the creation of direct, indirect, and induced jobs and temporary increases in sales tax revenues within the counties and cities where the construction activities would take place. Future construction

activities would result in job growth in the construction industry, as well as job growth in the retail trade sector due to spending on goods and services by the construction workforce. The long-term operation of the enhanced passenger rail system proposed as part of the Program would result in the creation of direct jobs, as well as additional indirect and induced jobs. The majority of permanent jobs resulting from long-term operation and maintenance activities of the Program would be in the economic sector of transit and ground passenger transportation, which includes jobs related to train operations, dispatching, maintenance of equipment, and maintenance of infrastructure. In the long term, the Program is also anticipated to result in job creation due to improvements to regional accessibility. For example, improvements in accessibility can result in long-term dynamic economic effects, such as enhanced labor market accessibility, increased business travel and transactions, direct transport cost savings, improved business and worker productivity, and support of tourism and other important service sectors requiring patron accessibility.

9. Long-term socioeconomic benefits associated with the Program would be realized within the counties and cities that the Program Corridor crosses. Enhanced passenger rail service within the Program Corridor would provide additional connections to major economic generators within the Program Corridor, including the Cities of Los Angeles, Fullerton, Riverside, Palm Springs, and Coachella. The improved access would likely result in increased economic activity within cities directly served by the passenger rail, particularly near stations.
10. Improved access within the region and affected cities is anticipated to have social benefits including better access to jobs, community amenities, and facilities. Improving regional mobility and connections between economic and employment centers, education centers, other cultural and recreational activity centers, and to shops and services adjacent to station areas would enhance socioeconomic conditions throughout the region.
11. Connecting urban areas and communities by improving access and mobility would expand employment opportunities over the larger geographic area, benefitting both employers (by expanding the labor pool) and employees (by offering more choices regarding where to live and work). Passenger rail service would also offer travel time reductions for transit patrons and regional commuters by reducing congestion by shifting trips from the roadway system to the passenger rail system.

The substantial evidence supporting the enumerated benefits of the Program can be found in the preceding findings, which are herein incorporated by reference; in the Program itself; and in the record of proceedings as defined above. Each of the overriding considerations set forth below

constitutes a separate and independent ground for finding that the benefits of the Program outweigh its significant adverse environmental effects and is an overriding consideration warranting approval.

RCTC finds that the Program, as conditionally approved, will have the economic, social, technological, and environmental benefits for residents, businesses, and visitors associated with a safe, reliable, and convenient intercity passenger rail service in the Program Corridor with the capability to meet the future mobility needs. These benefits substantially outweigh the Program's unavoidable adverse environmental effects.

6 Mitigation Monitoring and Reporting Program

As referenced above in the findings, a MMRP has been prepared for the Program and is to be adopted concurrently with these findings and statement of overriding considerations pursuant to PRC Section 21081(a)(1). The MMRP is a separate stand-alone document (Final Tier 1/Program EIS/EIR – Appendix E).

A record of the MMRP will be maintained at Riverside County Transportation Commission's offices, located at 4080 Lemon Street, Riverside, CA 92501.

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7 Statement of Location and Custodian of Documents

California PRC Section 21082.6(a)(2) requires that RCTC, as CEQA lead agency, specify the location and custodian of the documents and other materials that constitute the record of proceedings upon which its decision has been based. The Final Tier 1/Program EIS/EIR and all supporting documentation can be found at the following locations:

- RCTC's website: <https://www.rctc.org/projects/coachella-valley-san-gorgonio-pass-corridor-rail-corridor-service-project/>
- FRA's website: <https://railroads.dot.gov/environment/environmental-reviews/coachella-valley-san-gorgonio-pass-corridor-investment-plan>

In addition, a record of the Tier 1/Program EIS/EIR and associated appendices will be maintained at Riverside County Transportation Commission's offices, located at 4080 Lemon Street, Riverside, CA 92501. RCTC has relied on all of the documents contained within the record of proceedings in reaching its decision on the Program.

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(Comment Letter)

From: Howard Hoffenberg, Esq. <howardh@ipcounselor.com>

Sent: Tuesday, June 14, 2022 1:01 PM

To: CVRail <CVRail@rctc.org>

Subject: [EXTERNAL] July 13, 2022 9:30 a.m. Hearing on EIS/EIR CV-San Geronimo Pass Rail Corridor

Dear RCTC

Objection is made to holding the hearing at 9:30 am, as opposed to the middle of the afternoon. An early morning hearing makes attendance impractical for those living in the Coachella Valley.

By this email herein is communicated an objection to EIS/EIR and to its approval for entry into the record of the July 13, 2022 9:30 a.m. Hearing.

Not accounted for by EIS/EIR is the harm to the biological, economic and physical environment in the Coachella Valley from the rail line being used for "body dumping," a colloquial phrase. The rail line will be used to transport and relocate, i.e., "dump," from Los Angeles to the Coachella Valley street dwellers, alcoholic and drug abusers, criminals, chronic unemployed and mentally disordered. The Coachella Valley, especially Palm Springs and Indio, does not need more street dwellers.

From listening to the buzz on the rail line, a primary motivation and objective by supporters of the rail line, although not openly publicly spoken, is to transport and relocate, i.e., "dump," from Los Angeles to the Coachella Valley street dwellers, alcoholic and drug abusers, criminals, chronic unemployed and mentally disordered.

The EIS/EIR is deficient and not approvable.

Respectfully,

Howard Hoffenberg
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AGENDA ITEM 7A

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	July 13, 2022
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) Reaffirm the findings in Resolution No. 22-007, *“A Resolution of the Board of Commissioners of the Riverside County Transportation Commission Authorizing Virtual Board and Committee Meetings Pursuant to AB 361.”* The findings are as follows:
 - a. The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which continues to exist today; and
 - b. State or local officials have recommended measures to promote social distancing.

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:

Reaffirm the findings in *Resolution No. 22-007, “A Resolution of the Board of Commissioners of the Riverside County Transportation Commission Authorizing Virtual Board and Committee Meetings Pursuant to AB 361”*.

Attachment: Resolution No. 22-007

RESOLUTION NO. 22-007

**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, Western Riverside County Programs and Projects Committee, Toll Policy and Operations Committee, Citizens and Specialized Transit Advisory Committee, and Technical Advisory Committee; and

WHEREAS, all meetings of the Commission’s legislative bodies, including its Board of Commissioners, Executive Committee, Budget and Implementation Committee, Western Riverside County Programs and Projects Committee, Toll Policy and Operations Committee, Citizens and Specialized Transit Advisory Committee, and Technical Advisory 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 Commission’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, Toll Policy and Operations 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. Full and Fair Access: In making the findings included herein the board specifically relies on Section 8(b) of Stats.2021, c.165 (A.B.361), § 3, eff. Sept. 16, 2021.) which provides as follows:

(b) The Legislature finds and declares that [the changes made by AB 361 to] Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

Section 5. 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 6. 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.

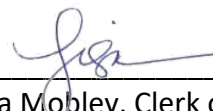
PASSED AND ADOPTED by the Board of Commissioners of the Riverside County Transportation Commission this 9th day of March 2022, by the following vote:

APPROVED AND ADOPTED this 9th day of March, 2022.



V. Manuel Perez, Chair
Riverside County Transportation Commission

ATTEST:



Lisa Mobley, Clerk of the Board
Riverside County Transportation Commission

AGENDA ITEM 7B

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

MEETING MINUTES

Wednesday, June 8, 2022

1. CALL TO ORDER

The Riverside County Transportation Commission was called to order by Chair V. Manuel Perez at 9:31 a.m. in the Board Room at the County of Riverside Administrative Center, 4080 Lemon Street, First Floor, Riverside, California, 92501.

2. ROLL CALL

Commissioners/Alternates Present

Ben J. Benoit
Russell Betts
Chuck Conder
Joseph DeConinck
Maryann Edwards
Raymond Gregory
Waymond Fermon
Jan Harnik
Steven Hernandez
Jeff Hewitt
Wendy Hewitt
Ted Hoffman
Kevin Jeffries
Bob Magee
Lisa Middleton
Diane Morales

V. Manuel Perez
Dana Reed
Guillermo Silva
Jeremy Smith
Wes Speake*
Karen Spiegel
Michael M. Vargas
Chuck Washington
Ted Weill
Bill Zimmerman

Commissioners Absent

Lisa DeForest
Kathleen Fitzpatrick
Yxstian Gutierrez
Mary Hamlin
Michael Heath
Clint Lorimore
Linda Krupa
Lloyd White

*Arrived after the meeting was called to order.

3. PLEDGE OF ALLEGIANCE

Vice Chair Bob Magee led the Commission in a flag salute.

At this time, Commissioner Wes Speake joined the meeting.

4. PUBLIC COMMENTS

Anne Mayer, Executive Director, recognized and expressed extreme appreciation to Marlin Feenstra, Project Delivery Director, for his 16 years of service at RCTC and congratulated him on his retirement.

Marlin Feenstra expressed appreciation to Anne Mayer, to staff, and to the Board who have been fantastic and stated it has been a privilege to work at RCTC for the last 16 years.

Anne Mayer recognized and expressed appreciation to John Standiford, Deputy Executive Director, for being an exceptional public servant and for everything he has done at RCTC. John has been with RCTC since 1999 and they have been an outstanding team since 2008, and she congratulated John Standiford for his retirement.

John Standiford expressed appreciation for the representatives that have always been able to represent their community and had the greater County in mind and it has been a pleasure working with various people on the Board in the past and present. He also expressed gratitude to Anne Mayer as they have been a great team and to staff as he was proud to work with all of them. He will miss working with everyone and appreciates the opportunity.

Chair Perez thanked Anne Mayer for the presentations and to both Marlin Feenstra and John Standiford for their service.

5. ADDITIONS / REVISIONS

There were no additions or revisions to the agenda.

6. PUBLIC HEARING – PROPOSED BUDGET FOR FISCAL YEAR 2022/23

Chair Perez announced the public hearing remains open from its May 11 Commission meeting.

Sergio Vidal, Chief Financial Officer, presented the proposed Budget for FY 2022/23, highlighting the following:

- Budget summary
- Revenues/sources by breakdown and by comparison
- Summary of expenditures, expenses, and uses
- Management Services, Regional Programs, Capital Project Development and Delivery expenditures and uses
- Capital Project highlights
- Toll Operations
- Function by breakdown
- Measure A Administrative costs
- Next steps

Sergio Vidal thanked the Commission throughout this process and to Michele Cisneros, Deputy Director of Finance, for all her efforts during this budget season.

There were no comments received from the public.

In response to Commissioner Maryann Edwards' question how many employees RCTC has now, including the four new positions, and the Western Riverside County Regional Conservation Authority (RCA), Sergio Vidal replied the total employees for the current FY 2021/22 is 77 and with the proposed Budget it will go up to 81, so there are four additional positions.

Commissioner Wes Speake expressed appreciation for the presentation and that the State Route 241/91 Connector is included in here. He stated it is very important to the way that SR-91 functions and asked about the expenditure for the excess toll revenue, what percentage of RCTC's excess toll revenue does that \$778,800 equal.

Sergio Vidal replied they are still closing out the current FY 2021/22 so in the budget the Interstate 15/SR-91 Express Lane Connector is estimated to provide \$90 million and for the upcoming fiscal year \$75 million will be attributed towards the 15/91 Connector, so it would be about 1 or 2 percent in relation to the requested action for the 241/91 Connector. Anne Mayer clarified that was the 15/91 Connector, the 241/91 Connector if they are at \$800,000 to support all the efforts the SR-91 at this point RCTC's revenues this year is going to be in the \$50 million range. Sergio Vidal replied \$58 million to \$60 million and the excess revenue for this year they are projecting an estimate of \$20 million to \$30 million with excess of debt service and operations. Anne Mayer stated it is a relatively small amount and RCTC's only contribution on the 241/91 Connector is staff support, coordination, and getting all the agreements done. Commissioner Speake replied he figured for such a small amount that is what it was going to be, and he is very pleased to see that funded by Transportation Corridor Agencies (TCA) and that it is going forward.

At this time, Chair Perez closed the public hearing. He asked if there were any other comments from the Commissioners.

In response to Commissioner Kevin Jeffries' question to Anne Mayer if the budget contains any proposed projects that are possibly on the radar of this legislation in Sacramento to kill all the new projects going forward.

Anne Mayer replied yes. She explained most of the projects included in RCTC's budget are capacity related projects and she has not heard anything that would stop existing projects that are under construction in their tracks. If this legislation passes what it could impact would be future projects and whether RCTC would be able to proceed with project delivery at all. She stated that any project in construction is safe, and it is logical that those will not be stopped, and they have heard no discussion about what would happen with transition plans whatsoever.

Commissioner Jeffries clarified that this budget does not contain any new projects RCTC is kicking off that would require state approval potentially under the new guidelines of no new freeway expansions in California.

Anne Mayer replied there is money in the budget for the I-10/Highland Springs Interchange, which is headed towards design so if this legislation went into place, they would have to work with Caltrans to figure out if perhaps that project could continue based on a safety need. She stated they are starting projects that could have an impact later and recommended they do not slow down, they do not stop, and they keep going.

Commissioner Jeffries concurred and stated it is always hostile to work in California, but it has just now come to Riverside County.

Anne Mayer stated that she anticipates if the bills pass, they will be forced to a complete reanalysis of RCTC's sales tax measure.

Commissioner Steven Hernandez expressed appreciation to Sergio Vidal for the budget presentation as he believes this was the first year that Mr. Vidal put it all together and the Commissioners are used to Theresia Trevino, Former Chief Financial Officer, that used to present the budget. He thanked Sergio Vidal for a good job, for his work, and to keep it up.

Commissioner Karen Spiegel clarified with Sergio Vidal when he discussed the increases and the payroll and benefits on July 14 that is because the payroll period is starting on July 1.

Sergio Vidal replied that is correct and stated that RCTC's first complete payroll cycle for the fiscal year is on July 14.

Commissioner Spiegel concurred with Commissioner Steven Hernandez' comments to Sergio Vidal that it was a good presentation.

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

- 1) Receive input on the proposed FY 2022/23 Budget;**
- 2) Approve the salary schedule effective July 14, 2022, located in Appendix B of the proposed FY 2022/23 Budget;**
- 3) Authorize the expenditure of \$778,800 of 91 Express Lanes toll revenues designated as surplus in accordance with the 2013 Toll Revenue Bonds Indenture to fund Commission costs related to the development of agreements specific to the funding, construction, operations, maintenance, and use of toll revenues for the future direct, tolled connector linking the SR-241 toll road to the 91 Express Lanes (241/91 Connector);**

- 4) **Adopt Resolution No. 22-009 “Resolution of Fixing the Employer Contribution Under the Public Employees’ Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants” to increase the health care premium contribution up to a maximum of \$1,500 per month to each employee or non-vested retiree beginning August 1, 2022, as approved by the Executive Committee on March 9, 2022;**
- 5) **Close the public hearing on the proposed FY 2022/23 Budget; and**
- 6) **Adopt the proposed FY 2022/23 Budget.**

7. CONSENT CALENDAR

Commissioner Wendy Hewitt requested to pull Agenda Item 7G, “Recurring Contracts for Fiscal Year 2022/23”, and Agenda Item 7P, “Approval of Metrolink Operating and Capital Subsidies for Fiscal Year 2022/23 Related Memorandum of Understanding”, for further discussion.

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

Abstain: Gregory and Middleton on Agenda Item 7B

7A. AB 361 DETERMINATION

Reaffirm the findings in Resolution No. 22-007, “A Resolution of the Board of Commissioners of the Riverside County Transportation Commission Authorizing Virtual Board and Committee Meetings Pursuant to AB 361.” The findings are as follows:

- a. The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which continues to exist today; and
- b. State or local officials have recommended measures to promote social distancing.

7B. APPROVAL OF MINUTES – MAY 11, 2022

7C. APPROPRIATIONS LIMIT FISCAL YEAR 2022/23

Adopt Resolution No. 22-010 “Resolution of the Riverside County Transportation Commission Establishing the Annual Appropriations Limit”, for Fiscal Year 2022/23.

7D. QUARTERLY FINANCIAL STATEMENTS

Receive and file the Quarterly Financial Statements for the nine months ended March 31, 2022.

7E. QUARTERLY SALES TAX ANALYSIS

Receive and file the sales tax analysis for the Quarter 4, 2021 (4Q 2021).

7F. QUARTERLY INVESTMENT REPORT

Receive and file the Quarterly Investment Report for the quarter ended March 31, 2022.

7H. AGREEMENTS FOR FEDERAL INFRASTRUCTURE AND HABITAT CONSERVATION LEGISLATIVE ADVOCACY SERVICES AND HABITAT CONSERVATION LEGISLATIVE ADVOCACY SERVICES

- 1) Award the following agreements to provide Federal Infrastructure/Habitat Conservation Legislative Advocacy Services and Federal Habitat Conservation Legislative Advocacy Services as follows:
 - a) Agreement No. 22-14-064-00 to Kadesh & Associates, LLC, for a four-year term, and two, two-year options to extend the agreement; in an amount not to exceed \$1,533,395; and
 - b) Agreement No. 22-18-070-00 with Hogan Lovells US LLP, for a four-year term, and two, two-year options to extend the agreement; in an amount of \$1,518,000; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements, including option terms, on behalf of the Commission.

7I. QUARTERLY PUBLIC ENGAGEMENT METRICS REPORT, JANUARY – MARCH 2022

Receive and file Quarterly Public Engagement Metrics Report for January – March 2022.

7J. FISCAL YEARS 2022/23 – 2026/27 MEASURE A FIVE-YEAR CAPITAL IMPROVEMENT PLANS FOR THE LOCAL STREETS AND ROADS PROGRAM

Approve the Fiscal Years 2022/23 – 2026/27 Measure A Five-Year Capital Improvement Plans (CIP) for Local Streets and Roads (LSR) as submitted by the participating agencies.

7K. AGREEMENTS FOR ON-CALL GEOTECHNICAL INVESTIGATION – LABORATORY AND FIELD TESTING OF MATERIALS

- 1) Award the following agreements to provide On-Call Geotechnical Investigation – Laboratory and Field Testing of Materials for a three-year

term, and two one-year options to extend the agreements, in an amount not to exceed an aggregate value of \$500,000;

- a) Agreement No. 22-31-051-00 to Group Delta Consultants, Inc. (Group Delta);
 - b) Agreement No. 22-31-086-00 to Kleinfelder, Inc.;
 - c) Agreement No. 22-31-087-00 to Ninyo & Moore Geotechnical and Environmental Sciences Consultants (Ninyo & Moore);
- 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 under the terms of the agreements.

7L. AGREEMENTS FOR ON-CALL RIGHT OF WAY SUPPORT SERVICES

- 1) Award the following agreements to provide on-call right of way support services for a three-year term in an amount not to exceed an aggregate value of \$3.3 million:
 - a) Agreement No. 22-31-040-00 to Epic Land Solutions;
 - b) Agreement No. 22-31-080-00 to Monument ROW, Inc.;
 - c) Agreement No. 22-31-081-00 to Overland, Pacific, & Cutler;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements, on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to execute task orders awarded to the consultants under the terms of the agreements.

7M. FISCAL YEAR 2022/23 SHORT RANGE TRANSIT PLAN UPDATES AND TRANSIT FUNDING ALLOCATIONS

- 1) Approve the Fiscal Years 2022/23 – FY 2024/25 Draft Short Range Transit Plans (SRTPs) for the cities of Banning, Beaumont, Corona, and Riverside; Palo Verde Valley Transit Agency (PVVTA); Riverside Transit Agency (RTA); SunLine Transit Agency (SunLine); and the Commission’s FY 2022/23 – 2026/27 SRTTP for the Rail and Vanpool Programs;
- 2) Approve Fiscal Year 2022/23 Transit Operator Funding Allocations of 2009 Measure A, Local Transportation Funds (LTF), State Transit Assistance (STA), and State of Good Repair (SGR) for Banning, Beaumont, Corona, and Riverside; PVVTA; RTA; SunLine; and the Commission’s Rail and Vanpool Programs aggregating \$156,413,915;
- 3) Adopt Resolution No. 22-011, *“Resolution of the Riverside County Transportation Commission to Allocate Local Transportation Funds and State Transit Assistance Funds For the Fiscal Year 2022/23”*;

- 4) Approve the Federal Transit Administration (FTA) Sections 5307, 5311, 5337, and 5339 Program of Projects (POP) for Riverside County as detailed in the respective transit operators' SRTPs; and
- 5) Direct staff to submit the federally funded and regionally significant projects to the Southern California Association of Governments (SCAG) for inclusion into the Federal Transportation Improvement Program (FTIP) as needed for the FTA POP.

7N. AGREEMENT FOR FREEWAY SERVICE PATROL TOW TRUCK SERVICE

- 1) Award Agreement No. 22-45-073-00 to Royal Coaches Auto Body and Towing, LLC for Freeway Service Patrol (FSP) tow truck services on State Route 91, Beat Nos. 1 and 2, for a five-year term, in the amount of \$3,824,793, plus a contingency amount of \$191,240, for a total amount not to exceed \$4,016,033;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to approve the use of the contingency amount as may be required for these services.

7O. FUNDING AGREEMENT WITH THE CALIFORNIA HIGHWAY PATROL FOR FREEWAY SERVICE PATROL SUPERVISION

- 1) Approve Agreement No. 22-45-079-00 with the California Highway Patrol (CHP) to provide supervision and operation of the Freeway Service Patrol (FSP) program in Riverside County for a three-year term in an amount not to exceed \$2,167,546; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

8. STATE AND FEDERAL LEGISLATIVE UPDATE

David Knudsen, External Affairs Director, presented an update for the state and federal legislative activities. He expressed appreciation to Chair Perez for helping staff coordinate those meetings and providing that information to Assembly Member Cristina Garcia regarding AB 1778. David Knudsen noted last November RCTC submitted a Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant funding application for the Coachella Valley-San Geronio Pass Rail Corridor Service seeking \$20 million for the Tier II environmental, unfortunately RCTC's application in partnership with Caltrans was not successful, although \$46 million was awarded to projects across California. Staff is seeking a briefing from the Federal Railroad Administration to get some feedback on their application in preparation for future grant opportunities.

Commissioner Kevin Jeffries asked about the transportation bills that are hostile to Riverside County and other counties if David Knudsen has the names of legislatures that represent Riverside County that voted against their interests.

David Knudsen replied he can provide who did not vote for the bills, including Assembly Members Sabrina Cervantes and Chad Mayes who did not support the three bills and the other members of their delegation supported the bills.

Commissioner Jeffries clarified that it would be Assembly Member Jose Medina. David Knudsen replied Assembly Member Eduardo Garcia.

In response to Commissioner Dana Reed's question, David Knudsen replied Assembly Member Kelly Seyarto did not vote for the bills.

Commissioner Jeffries stated assuming they have two hostile legislators working against Riverside County.

In response to Chair Perez' inquiry if they had reached out before the votes, David Knudsen replied yes, staff reached out to all the members of the delegation before the votes.

Commissioner Reed expressed that this is very confusing and requested David Knudsen to send the Commissioners the list of all three transportation bills votes, because it does not make sense if there are only two or three members of the assembly from Riverside County that failed to support the bills. David Knudsen confirmed that they will do that.

Commissioner Lisa Middleton stated it was very distressing to hear the Coachella Valley-San Geronio Pass Rail Corridor project did not get the CRISI funding. She stated having had conversations with Anne Mayer that they need to step up their game in terms of the kind of input they are giving to their elected officials and in the community regarding the importance of this project. Commissioner Middleton suggested putting together an ad hoc committee that would be responsible for ramping up the attention to the Coachella Valley-San Geronio Pass Rail Corridor project and the importance of getting funding for this project and get it moving.

Chair Perez concurred with Commissioner Middleton's comments and suggested that they need to think about who would want to volunteer for an ad hoc committee and asked if legal counsel needs to guide them on approving an ad hoc committee.

Steven DeBaun, Legal Counsel, replied the Chair has the authority under the Commission's Administrative Code to create and appoint an ad hoc committee. That can be done and either announce it at a Board meeting or the Chair can just do it as part of the Chair's powers.

Chair Perez announced that he will take volunteers that would like to be part of that ad hoc committee.

The following Commissioners requested to be on the ad hoc committee:

Waymond Fermon
Dana Reed
Lisa Middleton
Jan Harnik
Jeff Hewitt
Michael Vargas
Maryann Edwards
V. Manuel Perez
Karen Spiegel
Wes Speake

Commissioner Jeff Hewitt expressed appreciation for Commissioner Middleton's suggestion to create an ad hoc committee as this Commission does need to have more clout and face the state with this as this is a big project for the entire County.

Chair Perez concurred with Commissioners Middleton and Reed's comments for bringing these points up as they need to go in force and show up at their office as potentially an ad hoc committee and state their claim and argue their points. It would be very difficult for a legislator not to take a meeting, not to hear all the Commissioners out, and to vote in favor of that legislation after hearing them speak about this issue. He stated he would support that moving forward and is hoping they can have this ad hoc committee meeting sooner than later to put together a strategy because eventually the legislators will be coming home and that is when the Commissioners should meet with them. Chair Perez explained it is one thing to go to Sacramento and meet with the legislators out there, but it is much more effective if the Commissioners meet with the legislators in their own district office because there is so much going on in Sacramento. He suggested to assign someone from RCTC staff to help coordinate this effort and asked if David Knudsen would be the one. David Knudsen replied yes.

Chair Perez stated to Mr. Knudsen that he is in charge of coordinating this and getting all the Commissioners together to have this conversation sooner than later so they can sit down with the legislators.

Commissioner Spiegel stated if they want another non-Coachella Valley member to be on this ad hoc committee as they need to show that this is countywide not just Coachella Valley.

In response to Chair Perez' question if she was signing up, Commissioner Spiegel replied yes.

Commissioner Speake concurred with Commissioner Spiegel's comment as he wants the representatives from the Coachella Valley to be on the ad hoc committee, but if they need additional Commissioners to sign, help, or anything else he is certainly willing. He stated not only for this project, but since these bills are coming fast and furious especially these three highlighted bills it would be good to have a version of this going forward. He expressed appreciation to Anne Mayer for putting together that website as he has shared it a lot the last few days and spent many nights responding back to people, educating, and trying to get more information, and hopefully that is translating to people clicking on the link to support. Commissioner Speake suggested they need to do more than that, this is a great first step for the Commission and if the Commissioners have not shared it with their colleagues at their councils they need to because this is an attack on what they do here in Riverside County and how they help their constituents.

Commissioner Maryann Edwards stated in addition to meeting with their own representatives to try and get meetings with the committee chairperson or the individuals that serve on the relevant committees to introduce Riverside County and give them some faces to put with Riverside County and the projects that they have.

Chair Perez concurred with Commissioner Edwards' comments and suggested to have that conversation with the ad hoc committee to strategize and plan as to how to go about their efforts moving forward.

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

9. AGREEMENT FOR PREPARATION OF THE PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT FOR THE INTERSTATE-10/HIGHLAND SPRINGS AVENUE INTERCHANGE IMPROVEMENTS

David Lewis, Capital Projects Manager, presented the I-10/Highland Springs Avenue Interchange Improvements, highlighting the following areas:

- Regional view of the project location and an ariel exhibit of the project footprint
- Background and update
 - Presented update to City Councils in May 2021
 - Caltrans approved PSR on December 10, 2021
 - Alternatives
 - ✓ Hook Ramp Alternatives
 - ✓ Diverging Diamond Interchange (DDI) Alternatives
 - ✓ Auxiliary lanes included on I-10
 - CEQA – Initial Study with Proposed Mitigated Negative Declaration (IS/MND)
 - NEPA – Environmental Assessment with Finding of No Significant Impact (EA/FONSI)
- Procurement process and the scope, cost and, schedule

- Additional funds needed for project approval/environmental documents (PA/ED)
 - PSR Phase Funding
 - Funding Provided by WRCOG – Cooperative Agreement No. 20-72-018-00
 - Allocated \$2 million of TUMF Pass Zone Funding
 - PSR cost \$473,155
 - Remaining \$1,526,845 to be used for PA/ED Phase
 - PA/ED Phase Funding
 - Amend Cooperative Agreement to increase TUMF Pass Zone funding by an additional \$1 million
 - ✓ Any remaining funds will be allocated to the PS&E phase
 - This action is subject to the approval of the Pass Zone Executive Committee and WRCOG Executive Committee (meetings were rescheduled for next month)

David Lewis stated advancing a project to the next Caltrans phase is a significant accomplishment by the project team and he thanked the city of Banning Director of Public Works Arturo Vela, city of Beaumont Public Works Director Jeff Hart, along with Western Riverside County Council of Governments (WRCOG) Deputy Executive Director Chris Gray for helping secure the additional funding.

Commissioner Spiegel stated her comment is related to this but indirectly as they had discussed at the Western Riverside County Programs and Projects Committee meeting about looking into agreements with the cities on projects. She understands this is not quite the same level they were talking about and the participation is a little different as it is an interchange, but she wanted to ensure that as the Commission is getting new projects if that is something they are going to look at in getting into agreements with the cities so that if things change there are consequences. Commissioner Spiegel stated she wanted to ensure they do not set this on the back burner as the Commission has lots more projects coming forward. She noted there is nothing against the cities of Banning and Beaumont by any means, it is just that if they got to do a process, they need to make a decision and start the process and action.

Anne Mayer replied for RCTC projects they are working on what that language might be. She explained this specific project is in a slightly different category in that RCTC is not the lead agency and the funder of the project at this point. After meeting with the cities of Banning and Beaumont because this project is in both cities it is highly complex, RCTC agreed to take on the project delivery of this project for them. Anne Mayer stated the funding will likely be WRCOG for the Transportation Uniform Mitigation Fee (TUMF) Zone as well as possibly some other city funding, so this project is in a slightly different situation in that they are basically hiring RCTC to build this project and it will be their funds on the table as opposed to RCTC's.

Commissioner Spiegel clarified as the Commission moves forward in the future presentation of this project, they should acknowledge that then and use those exact words that this is not one they are going to have an agreement because of these reasons. Anne Mayer replied they will.

Commissioner Russell Betts expressed appreciation for this item as it is good news because this intersection is really congested all the time. It is good to see that something is going to be done there and he tried to get through that intersection one time and decided to look for another way to get to I-10. He went down to Sunset and when he got to Sunset there was a dirt road, and he did not want to take that in his vehicle. He suggested sometimes instead of fixing an intersection where everybody is going if they had another outlet and it seemed if they could take a look when looking at the scope of this project is there other ways that traffic could go specifically Sunset to get down to I-10, because the Highland exit is very difficult to use any other alternative method to get to I-10. Commissioner Betts suggested that somebody needs to look at construction at these on ramps as it is very dangerous trying to get onto I-10, because it is not the normal on ramp it is very short, it is very quick, and just lucky to have an opening to get in. Even with the signs that say speed limit strictly enforced that is not happening as it is not strictly enforced there by California Highway Patrol (CHP), and it is dangerous situation. He stated when they look at the scope to look at another access to relieve the congestion at Highland maybe through the alternate routes and do something if they can to improve the construction traffic safety.

Anne Mayer replied related to the scope of the project it is pretty much set and it is confined to the interchange itself, but to Commissioner Betts' point about Sunset the city of Banning has been trying for a long time to get funding to extend Sunset so that it goes all the way through. They also are a partner with the county of Riverside on the I-10 Emergency Bypass, which will help provide some additional access on the southside but with respect to the entirety of I-10 almost every single one of those interchanges needs to be rebuilt. Anne Mayer stated the congestion levels have created some significant safety and congestion concerns both locally and on I-10 and there are other projects along that corridor that are in the works that will get to some of the issues Commissioner Betts raised. She noted with respect to the safety issues along I-10, Diane Morales, Interim District Director, Caltrans District 8, was taking notes as that is a big Caltrans rehabilitation project with respect to CHP coordination and the safety along that corridor.

M/S/C (Zimmerman/Betts) to:

- 1) Award Agreement No. 22-72-011-00 to Mark Thomas & Company, Inc. to provide Preparation of Project Approval/Environmental Documents (PA/ED) for the I-10/Highland Springs Avenue Interchange**

- Improvements in the cities of Banning and Beaumont (Project) for a twenty-four-month term in the amount of \$2,199,634, plus a contingency amount of \$219,963, for a total amount not to exceed \$2,419,597, contingent upon final TUMF funding approval by Western Riverside Council of Governments (WRCOG) Executive Committee;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute Agreement No. 22-72-011-00, on behalf of the Commission;
 - 3) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services;
 - 4) Approve Agreement No. 22-72-091-00 with WRCOG for additional Transportation Uniform Mitigation Fee (TUMF) Zone funding for the Project in the amount of \$1,000,000;
 - 5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute Agreement No. 22-72-091-00, on behalf of the Commission; and
 - 6) Authorize the Executive Director, pursuant to legal counsel review, to execute any future non-funding related amendments to the agreements.

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

Steve DeBaun, Legal Counsel, stated that the Best Best and Krieger (BBK) contract is part of agenda item 7G so he will leave the room.

7G. RECURRING CONTRACTS FOR FISCAL YEAR 2022/23

Commissioner Wendy Hewitt stated she is aware that these are routine services but wanted to see how often RCTC puts them out for competitive bid.

Alicia Johnson, Senior Procurement Analyst, replied for specialized services which is why they are on recurring, these contracts will go out for competitive bid every three to five years depending on the type of project.

Anne Mayer clarified there are a handful of these contracts that have not been procured within the last three to five years. She used Bechtel Infrastructure as an example as they provide all RCTC's program management services, and that project has not been recompeted in a number of years. Some of RCTC's longer standing consultants that are integrated into their organization are not recompeted every three to five years.

At this time, Commissioner Fermon left the meeting.

In response to Commissioner Jeffries' question when the BBK contract last bid was, Alicia Johnson replied that contract RCTC has had approximately 15 years maybe a little bit longer. She is uncertain when exactly that was, but she can look into it. Commissioner Jeffries replied so never in a lifetime of any of the Commissioners at the dais. Alicia Johnson stated likely not.

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

- 1) Approve the single-year recurring contracts in an amount not to exceed \$14,540,448 for Fiscal Year 2022/23;**
- 2) Approve the recurring contracts for specialized services in an amount not to exceed \$3,301,373 in FY 2022/23 and \$3,825,214 in FYs 2023/24 – 2026/27; and**
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission.**

No: Jeffries

At this time, Steve DeBaun rejoined the meeting.

7P. APPROVAL OF METROLINK OPERATING AND CAPITAL SUBSIDIES FOR FISCAL YEAR 2022/23 AND RELATED MEMORANDUM OF UNDERSTANDING

Commissioner Wendy Hewitt stated that this is a lot of money and asked for a more verbal explanation from staff. Chair Perez suggested to Commissioner Wendy Hewitt that staff could do the full presentation or partial. Commissioner W. Hewitt replied a partial presentation.

Lorelle Moe-Luna, Multimodal Services Director, provided an overview of the annual Metrolink operating and capital subsidies for FY 2022/23.

At this time, Commissioner Fermon rejoined the meeting.

Anne Mayer stated this was discussed at the May 23 Budget and Implementation Committee. Since COVID ridership has been down significantly recent numbers at Metrolink show that on Tuesdays, Wednesdays, and Thursdays ridership is at about 38 percent of pre-COVID ridership levels. Monday and Friday it is in the low 30 percent, so ridership is not coming back in spite of gas prices in the \$6.00 and \$7.00 per gallon range. Anne Mayer explained what they have clearly seen is that gas prices do not drive ridership, and this is what they saw in the recession in FY 2008 as well. Ridership on Metrolink is usually dependent on employment and jobs so what the Tuesday to Thursday pattern is telling them is that Metrolink riders have discretion as to when they are going to work. Most of them are probably telecommuting with traveling three days a week to their employment centers in Los Angeles and Orange Counties. She stated although

service levels are coming back up, they are uncertain if they are not riding it because the service is not there or are they not riding it because they do not need the service anymore. They are paying very close attention to ridership numbers Metrolink staff is monitoring it on a regular basis so that they know what the trends are, but it is very clear especially if they compare what is happening on the 91 Line for Metrolink and all the traffic is back on SR-91 pre-COVID levels. Traffic is back on the roadway the express buses are full on the 91 Express Lanes, but rail ridership is not back, which means they need to diversify and try to find riders who want to use it on a weekend and look at what the schedules might be. Anne Mayer stated this is a significant budget, but it is also important for Metrolink that they try to encourage a little bit more ridership. It is a constant monitoring of the ridership, and she was uncertain if any of the Metrolink Board Members had any other additional input, but this is going to be an important year and a half for the Metrolink system.

In response to Commissioner Wendy Hewitt's question if Metrolink has Wi-Fi on all the trains, Lorelle Moe-Luna replied no not currently, but that is something they are continuing to work on. Commissioner Wendy Hewitt replied that would make a big difference with people trying to work. Lorelle Moe-Luna replied yes that is something that comes up often in their customer service surveys.

Commissioner Spiegel stated there are a couple of issues she wanted to point out is that they are talking about an ad hoc committee to try and get rail to the Coachella Valley and if they do not continue to support Metrolink they will be contradicting their own behavior by trying to push another area, so that is one aspect. The other is they know that the push from Sacramento is public transportation and if they are trying to convince Sacramento to allow them to fix their roadways then they need to support the same arena they are trying to get them to look at. Commissioner Spiegel expressed this is a time that they need to really look at the entire vision and picture and try to combine the Commission's vision with what is being asked in Sacramento and see if they can mold the two together and at the same time as Anne Mayer commented it is just keeping an eye on it so they can find ways to make it work.

Commissioner Jeff Hewitt stated related to Anne Mayer's comment, in light of the record high gas prices that usually pushes people right out of their cars and into transit, however partially because people are telecommuting so much. There is also the public safety that has been number one in so many people's minds. He stated the Transportation Security Administration (TSA) just gave Los Angeles County Metropolitan Transportation Authority (Metro) a safety award when most people will not even go on it, because no matter how many sheriffs or security there are still issues going on. Commissioner J. Hewitt stated people feel safer in their car and they have got to overcome those things. He noted related to Commissioner Spiegel's comment the Commission is going out and asking for a light rail out to the Coachella Valley and SR-91 has always been congested no matter what the Commission does it stays congested and I-10 is getting that way too. They need to really push forward, but there is a whole lot of issues and looking at Metrolink

wondering why ridership is not going up, but people's behavior is people's behavior, and they need to be able to pivot.

Commissioner Middleton concurred with Commissioners Jeff Hewitt and Spiegel's comments and stated part of this is that they need to recognize these are national trends when it comes to public transport, and they need to be reviewing and examining some of their approaches to train service. She suggested some of their support of Metrolink is a critical part of that and one element she hopes they continue to address is that Metrolink has primarily been a commuter rail project and part of the future has to be that they expand opportunities for recreation travel using their public transport.

Commissioner Speake concurred with Commissioner Middleton's comments and stated that one of the interesting things he had heard last week at the SR-91 Advisory Committee meeting was the number two busiest day of the week in the toll lanes was Saturday. People are not commuting on Saturday people are recreating and if they can find away to market to those folks to get on a train especially ones that are not concerned about when they are getting somewhere, and when they are coming back, and they have a little more flexibility. Commissioner Speake expressed he would appreciate that as being a focus for the Commission next year.

Lorelle Moe-Luna expressed appreciation for a great discussion and stated last month the Commission also approved for RCTC to deploy a new program for free fares, which will begin in the fall of this year. She stated with utilizing the Low Carbon Transit Operations Program (LCTOP) funds they hope to provide free Metrolink passes for all of Riverside County residents, and this will be done in coordination with San Bernardino through their IE Commuter program.

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

- 1) Receive and file a report on highlights from the Southern California Regional Rail Authority's (SCRRA) services;**
- 2) Approve the Fiscal Year (FY) 2022/23 SCRRA operating and capital budget, which results in an operating subsidy of \$26,695,637 and capital subsidy of \$10,391,915 for the Commission; and**
- 3) Authorize the Executive Director to finalize and execute Memorandum of Understanding (MOU) No. 22-25-090-00 with SCRRA regarding annual funding, including subrecipient matters related to pass-through of federal funding.**

At this time, Commissioner DeConinck left the meeting.

11. EXECUTIVE DIRECTOR'S REPORT

Anne Mayer announced:

- 11A.** After this meeting staff will purchase a new remote so they can move their PowerPoint presentations through.
- 11B.** Kroll Rating Agency has affirmed its rating of BBB for RCTC's I-15 2017 Toll Revenue Bonds in the Transportation Infrastructure Finance and Innovation Act (TIFIA) Series. Fitch Rating Agency is currently reviewing the same series and they are reviewing it for the 91 Express Lanes for their annual review, and the results are expected next month, and she will report on that as soon as the results are received.

12. COMMISSIONER COMMENTS

- 11A.** Commissioner Betts missed the SR-60 Truck Lanes Ribbon Cutting Ceremony and would have liked to have been there to thank everybody involved in what was a fascinating project to watch. He expressed that he does not think he has ever been through a construction project that flowed as smoothly under construction as that one did and then driving it today it is just an amazement at how well that was done.
- 11B.** Commissioner Reed announced on June 6 they had a Coachella Valley Association of Governments (CVAG) Executive Committee meeting and Anne Mayer joined the meeting along with one of her staff members, it was all done by zoom and it worked perfectly. It created zero vehicle miles traveled (VMT) they got their job done very quickly and went about their business. He stated looking around the room here he wondered how many VMT they are using just to show up for this meeting and suggested the Executive Committee reconsider their decision regarding zoom meetings. Commissioner Reed expressed they have to be concerned about VMT and they need to start with the Commissioners.

Chair Perez replied point well taken Commissioner Reed.

- 11C.** Commissioner Conder stated he did attend the SR-60 Truck Lane Ribbon Cutting Ceremony and thanked Anne Mayer, Deputy Executive Director John Standiford, and the entire team as it was an amazing project. He remembered when the Badlands Area did not have any k-rails in between the lanes as it was a death trap up there and going out to the ribbon cutting was his first time going through it and it was amazing. Commissioner Conder noted that per Anne Mayer there was 400,000-man hours, one minor first aid issue, under budget and done under time and he expressed that does not happen in government, but they are Riverside County, and they know how to do it. He congratulated and thanked everybody for all that they do.
- 11D.** Commissioner Spiegel stated that she was unable to attend the ribbon cutting, but it has been a pleasure to drive through that on SR-60 since the upgrade as it is

incredibly different, and she concurred with all Commissioner Betts' comments. In response to Commissioner Reed's comments as she cannot agree with him more, but the problem is the Commission's decision to do this is under the emergency order and AB 361. She asked Steve DeBaun to explain why that is a challenge, because all the Commissioners would prefer to do meetings via zoom.

At this time, Commissioner Deconinck rejoined the meeting.

Steve DeBaun explained under AB 361 the purpose of that legislation clearly was to address the pandemic and the concerns regarding health of individuals attending public board meetings. In order to make the findings that are required under AB 361 they have to be health based and they have to be based on the continued emergency order, which exists and also continuing concerns regarding contagions by being in proximity with others. He stated they have to be careful when they make those findings as they can still make them because the pandemic is still present, and people are still getting sick. However, the findings have to be based on concerns regarding health and they cannot be based on other issues that might be raised. He believes they can still make those findings, but he cautioned that when they make those findings, they make them for health reasons under AB 361. Steve DeBaun noted if this is a topic for conversation, he recommended they agendaize it for the next Commission meeting and not have a full discussion of that here since it is not on the agenda or recommended that they could reopen the consent calendar item and discuss it.

Commissioner Spiegel asked if there is any outlook for a possibility of that moving forward outside of the pandemic, because having the benefit of being able to do that and it has been done with the committee meetings. She noted in the pandemic it was a necessity and yet they have now found it as being a benefit.

Steven DeBaun replied there are a couple of bills that are still active that are working their way through the legislature. He suggested the legislature is doing it in its own sort of pretzel style manner of not being very direct about things, but there are several bills that would allow the use of remote video and other remote meetings without the need for a health finding. They would require other findings by the agency with regards to RCTC there would be no difficulty under the currently proposed legislation to make those findings.

In response to Commissioner Spiegel's clarification about the distance, Steven DeBaun replied the findings it is really more permission based. If he recalls correctly the board has to provide permission to the members to attend remotely otherwise, they will have to go back to the old style, which they would have to post the agendas on their front doors and allow the public into their homes, but the board can make a finding they do not have to do that. He stated that is the

legislation that he is aware of as of about two weeks ago, but he has not looked at it recently.

Chair Perez suggested to agendize this for the next Commission meeting.

- 11E.** Commissioner Harnik expressed not being able to attend the SR-60 Truck Lane Ribbon Cutting Ceremony but representing RCTC she sits on the Southern California Association of Governments (SCAG), so she was at SCAG that day. She stated after they heard about the legislation that is being proposed by Mr. Knudsen it begs the question would the SR-60 Truck Lanes project have been allowed if that legislation was in place when all that process happened. Maybe they would not of had the SR-60 today if that legislation is approved and suggested that they need to really think about that and that should be substantial motivation to contact their legislators.
- 11F.** Commissioner Weill related to Commissioner Reed's comments and stated necessity is the mother of invention and as a result of the pandemic obviously the invention was the convenience of having remote meetings. That does not eliminate the fact that the justification was and still is for health reasons, but more meetings are going to be handled on a remote basis. He noted technologically they are so far advanced now, much more advanced than the beginning of the pandemic. There is a certain degree of convenience, granted it maybe more self-serving for some of the Commissioners that have to travel longer distances and it does not mean that every meeting has to be live as there can be an option on certain meetings as well. He suggested to the Executive Committee to consider the opportunity to have the meetings remotely as more meetings are going to be justified and they are going to find that the Governor and Sacramento are going to introduce legislation to make it permanent and not merely based upon an executive order.

Chair Perez stated this is going to be on the agenda for the July Commission meeting so if they could wait until then.

Steven DeBaun replied he does not think they have violated anything yet, but he certainly would recommend that they move on from this subject.

- 11G.** Commissioner Vargas announced the city of Perris is having their Annual Rods & Rails Event on June 11 at the Southern California Railway Museum.
- 11H.** Commissioner Conder announced the Concert for Heroes is being held at the Riverside National Cemetery on July 3 from 7:30 p.m. to 9:30 p.m.

Anne Mayer thanked Commissioner Spiegel for the reminder that this weekend on the SR-91/I-15 area has a full closure starting at 10:00 p.m. June 10 until early

Monday morning. She stated to pay attention to those construction alerts and construction notices and avoid the area.

13. ADJOURNMENT

There being no further business for consideration by the Riverside County Transportation Commission, Chair Perez adjourned the meeting at 10:59 a.m. The next Commission meeting is scheduled to be held at 9:30 a.m., Wednesday, July 13, 2022.

Respectfully submitted,

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

Lisa Mobley
Administrative Services Manager/
Clerk of the Board

AGENDA ITEM 7C

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 13, 2022
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Technical Advisory Committee Jenny Chan, Planning and Programming Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Active Transportation Program – Southern California Association of Governments 2023 Regional Program Guidelines – Selection Criteria for Riverside County Applications

BUDGET AND IMPLEMENTATION COMMITTEE, TECHNICAL ADVISORY COMMITTEE, AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve the project selection criteria for inclusion in the Metropolitan Planning Organizations' (MPO) Regional Program Guidelines for Active Transportation Program (ATP) Cycle 6; and
- 2) Authorize staff to award projects based on the approved selection criteria for the MPO funding.

BACKGROUND INFORMATION:

ATP is a highly competitive statewide program that funds bicycle and pedestrian facilities and programs to enhance or encourage walking and biking. The California Transportation Commission (CTC) awards 50 percent of the funds at the statewide competitive level, 10 percent to small urban and rural regions, and 40 percent at the large MPO level. The ATP evaluation process allows applicants in Riverside County two opportunities for award – at the statewide level and the large MPO level. As part of the sequential project selection process, projects are first evaluated statewide and those that do not score high enough for statewide funding are automatically provided a second opportunity for funding through the large MPO share. As the MPO, the Southern California Association of Governments (SCAG) is required to work with county transportation commissions, the CTC, and Caltrans to develop its regional program guidelines.

Based on the approved ATP Fund Estimate, SCAG is expected to receive \$137.68 million for the upcoming cycle, Cycle 6. Like past cycles, the SCAG share is split 95 percent for implementation projects and 5 percent for Non-Infrastructure (NI) projects and plans, which supplemented SCAG's Sustainable Communities Program (SCP). However, for this cycle, SCAG will not be utilizing the 5 percent share to supplement its SCP. Instead, the 5 percent share will be distributed to the county transportation commissions based on population. Table 1 illustrates this cycle's

programming capacity for each county. The Commission will have approximately \$17.69 million to award for Cycle 6 - \$16.8 million for implementation projects and \$884,000 for NI and planning projects.

Table 1: County Share for Implementation and NI and Planning Projects (\$ in 1,000s)

County	Population %	Implementation	NI and Planning	Total Capacity
Imperial	1%	\$1,249	\$66	\$1,315
Los Angeles	53%	\$69,579	\$3,662	\$73,241
Orange	17%	\$22,144	\$1,165	\$23,309
Riverside	13%	\$16,802	\$884	\$17,686
San Bernardino	12%	\$15,159	\$798	\$15,957
Ventura	4%	\$5,863	\$309	\$6,172
	100%	\$130,795	\$6,884	\$137,680

DISCUSSION:

Implementation Projects

As part of the development of the regional program guidelines, SCAG allows each county transportation commission to assign up to 20 points to the CTC's statewide project scores. Each county transportation commission in the SCAG region is responsible for defining "plans" and developing its guidance and methodology for assigning the 20 points.

The points distribution approved for the last cycle, Cycle 5, is provided in Table 2. The points distribution allowed the Commission to meet its goal of awarding projects that were construction ready and rewarding agencies that invested in pre-construction activities. Additionally, as an unexpected result, the Commission was able to award projects that were unsuccessful in prior cycles.

Table 2: ATP Cycle 5 20-Point Distribution

	Criteria	Points
1.	Requesting construction-only funding	6
2.	Construction funding in the first two years of programming & PA/ED (environmental) completed	10
3.	Projects identified in WRCOG Sub-regional Active Transportation Plan or CVAG Non-Motorized Plan; or an adopted local active transportation plan, bike or pedestrian master plan, or Safe Routes to School Plan	4

For Cycle 6, staff is proposing minor revisions to the points distribution methodology. With the passage of the new federal transportation bill, Infrastructure Investment and Jobs Act (IIJA), Cycle 6 includes more federal dollars compared to Cycle 5. More federal dollars may lead to more projects being subject to National Environmental Policy Act (NEPA) requirements which prolong project delivery timelines. To manage this program change, Commission staff is proposing to update the methodology, as presented in Table 3. The revised point distribution

continues to reflect the Commission’s goal of funding projects that are construction-ready and reward agencies that have invested or will invest in pre-construction activities. Lastly, at the March 2022 Technical Advisory Committee (TAC) meeting, TAC members suggested offering partial funding for applicants that have initiated the environmental process. This suggestion is incorporated into the new recommended 20-point distribution.

Table 3: Recommended 20-Point Distribution

	Criteria	Points
1.	Requesting construction-only funding	6
2.	Construction funding in the first three years of programming	4
3.	PA/ED completed – either CEQA, NEPA, or both	7 or
3a.	PA/ED started – either CEQA, NEPA, or both (partial funding)	3
4.	Projects identified in WRCOG Sub-regional Active Transportation Plan or CVAG Non-Motorized Plan; or an adopted local active transportation plan, bike or pedestrian master plan, or Safe Routes to School Plan	3

Proposed updates are as follows:

1. Award 4 points for projects with construction funding in the first three years of the program cycle.
2. Award 7 points for projects with California Environmental Quality Act (CEQA) and/or NEPA approved. Award partial funding of 3 points for projects that have initiated CEQA or NEPA.
3. Award 3 points for projects identified in Western Riverside Council of Governments (WRCOG) Sub-regional Active Transportation Plan or Coachella Valley Association of Governments (CVAG) Non-Motorized Plan; or an adopted local active transportation plan, bike or pedestrian master plan, or Safe Routes to School Plan.

In the last ATP cycle, to satisfy criterion 3, applicants were required to submit a copy of the CEQA and/or NEPA signature page to demonstrate environmental clearance. Commission staff provided applicants an additional six months from the CTC application deadline to submit the CEQA and/or NEPA clearance. Submitting NEPA clearance is only required if the project is already federalized at the time of application. This criterion was beneficial in the last cycle as it was the main criterion for award, and it allowed all awardees to receive state funding for their projects because they cleared CEQA.

At the March 2022 TAC meeting, staff received feedback from the TAC regarding the deadline for applicants to submit their completed CEQA and/or NEPA to Commission staff. TAC members expressed a strong desire to have as much time as possible to demonstrate conformity with criterion 3. As such, staff is allowing applicants to submit their CEQA and/or NEPA documentation to staff by January 3, 2023, to satisfy criterion 3 and 3a. To satisfy criterion 3a, applicants will need to provide a letter detailing the environmental work that has been performed to date.

Non-infrastructure and Planning

As previously stated, SCAG will not be utilizing the 5 percent share to supplement its SCP for this cycle. Instead, the 5 percent share will be distributed to the Commission based on population share. The Commission will have \$884,000 to award to NI and planning projects that are not awarded at the statewide level. Like with implementation projects, SCAG allows each county transportation commission to assign up to 20 points to the CTC's project scores and allows the Commission to establish any other eligibility criteria. Staff is recommending the Commission not establish a 20-point distribution methodology for the NI and planning projects. Instead, staff is recommending to award funds to NI and planning projects that receive a minimum statewide score of 80 points with a maximum award amount of \$442,000 per project. This item was also discussed with the TAC at the March and May 2022 meetings and the TAC members agreed with this approach.

Next Steps

Upon Commission approval of the selection criteria methodology, staff will forward the methodology to SCAG for incorporation into the SCAG ATP Regional Guidelines. The deadline to submit the ATP award list to SCAG for the MPO share is January 30, 2023. To meet this deadline and allow applicants maximum time to provide CEQA and/or NEPA documentation, staff is recommending the Commission authorize staff to award the ATP projects based on the Commission-approved methodology. For implementation projects, staff will utilize the approved methodology to assign 20 points to the statewide scores and will award the highest scoring projects. For NI and planning projects, staff will award the highest-scoring projects with a minimum statewide score of 80 points and limit the award amount to \$442,000 per project. Any remaining funds for NI and planning projects will be utilized for implementation projects, and vice versa. Staff will provide the award list as an informational item at the next available Commission meeting, anticipated to be March 2023.

Fiscal Impact

This item does not have a fiscal impact to the Commission. The CTC allocates ATP funding to awardees and awardees seek reimbursement for eligible project expenditures through Caltrans.

Approved by the Budget and Implementation Committee on June 27, 2022

In Favor: 8 Abstain: 0 No: 0

AGENDA ITEM 7D

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 13, 2022
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Bryce Johnston, Senior Capital Projects Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Quarterly Reporting of Contract Change Orders for Construction Contracts

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to receive and file the Quarterly Report of Contract Change Orders for Construction Contracts for the three months ended March 31, 2022.

BACKGROUND INFORMATION:

During the past quarter, January through March 2022, the Commission has had the following projects under construction:

1. Mid County Parkway (MCP) Placentia project
2. I-15 Railroad Canyon Interchange project
3. SR-91 Pachappa Underpass project
4. SR-60 Truck Lanes project
5. Downtown Riverside Station Layover Facility project
6. I-15 Express Lanes project
7. SR-91 Corridor Operations project (91 COP)
8. 15/91 Express Lanes Connector

DISCUSSION:

At the direction of the Executive Committee at its March 2021 meeting, a report will be filed each quarter listing the construction contract change orders that were issued in the previous quarter. The following table summarizes the Contract Change Orders that occurred in the last quarter (3rd quarter of Fiscal Year 2021/22).

Contractor Change Orders executed in the 1st Quarter of CY 2022			
Project	CCO No.	Description	Amount
MCP Placentia Project	CCO 14	Deleted work at Intersection Placentia/Indian	(\$724,774.00)
	CCO 17	Drainage system connection onto the private property	\$40,000.00
	CCO 18	Decrease of 84 Inch Permanent Steel Casing	(\$57,800.00)
	CCO 19	Placing AC for overside Drains (small areas)	\$8,000.00
	CCO 20	Install Headed Bars In Lieu of Hooked Reinforcement	\$4,000.00
	CCO 22	Install Utility Conduits in the Bridge Sidewalks	\$35,585.00
	CCO 23	Precast RCB Additional Sections	\$71,404.00
I-15 Railroad Canyon Interchange Project	CCO 25	Drainage system changes	\$14,796.57
	CCO 52	Caltrans Location 1 left turn	\$80,000.00
	CCO 54	In N Out Hand Rail	\$7,145.00
	CCO 57	Soil Amendment - sulfur	(\$3,877.19)
	CCO 60	Backflow preventer: EVMWD spec vs Caltrans spec	\$8,385.00
	CCO 61	Repair of chain link fence	\$5,207.40
	CCO 62	Closure pour mix design change/ polyester overlay	\$35,000.00
	CCO 66	Stage 2 Striping Changes	(\$3,190.15)
	CCO 67	Rapid Set Concrete	(\$14,105.00)
	CCO 72	TMS Repair	\$10,000.00
SR-60 Truck Lanes Project	CCO 7-S3	Oil Index Adjustment	(\$127,686.31)
	CCO 69	Additional staging for remaining work on WB	\$22,741.58
91 C.O.P	CCO 5-S1	Additional Traffic Control at Green River Road	35,200
	CCO 7-S2	Differing Site Conditions	16,200
	CCO 8-S1	Additional Electrical Work	40,000
	CCO 16	Just In Time Training	4,400
	CCO 17	Final Striping Modifications	30,000
	CCO 18	Temporary Traffic Striping	25,900
	CCO 19	Green River Road Structural Section Modification	(42,400)
15/91 Express Lanes Connector	CCO 12-S2	Supplement 2 -Provisional sum for all design work for EB 2.0 (replaces the 450k from CCO 12-S1)	\$950,000.00
	CCO 19	Design for New TTMS Pole Heights	\$15,000.00

FISCAL IMPACT:

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

AGENDA ITEM 7E

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 13, 2022
TO:	Riverside County Transportation Commission
FROM:	David Thomas, Toll Project Delivery Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	2022 State Route 91 Implementation Plan

STAFF RECOMMENDATION:

This item is for the Commission to approve the 2022 State Route 91 Implementation Plan.

BACKGROUND INFORMATION:

In 2002, AB 1010 authored by former Assemblyman Lou Correa allowed the Orange County Transportation Authority (OCTA) to purchase the 91 Express Lanes franchise from the California Private Transportation Company. OCTA completed the purchase agreement in January 2003, at a cost of \$207.5 million. AB 1010 also eliminated the existing non-compete clause in the franchise agreement that prohibited any capacity-enhancing improvements from being made to SR-91 until the year 2030. The purchase of the 91 Express Lanes and the elimination of the non-compete clause allowed much needed improvements to be planned and implemented within the SR-91 corridor. Caltrans Districts 8 and 12, the Commission, and OCTA have been coordinating these improvements.

In 2008, SB 1316's passage authorized an extension of OCTA's tolling authority to 2065 and for the Commission to impose tolls and fees for 50 years on transportation facilities and to use toll revenues to construct, operate, and maintain toll facilities on SR-91 in Riverside County. SB 1316 also required the creation of the State Route 91 Advisory Committee with specific responsibilities composed of board members from the Commission and OCTA.

SB 1316 also required the continuation of annual updates of an implementation plan of SR-91 improvements for the Legislature initially required under AB 1010. Consistent with the legislation, OCTA and the Commission in consultation with Caltrans completed the 2022 State Route 91 Implementation Plan (attached). The plan details proposed projects and completion schedules for transportation improvements to Metrolink, express bus, express lanes, freeways and interchanges, new east-west highway corridors, and high-speed rail.

SB 1316 grants the Commission the authority to expend tolls and fees on capital costs, operations and maintenance, repair and rehabilitation, debt financing costs, and administration. Any tolls and fees generated in excess of the expenditure needs (i.e., surplus) previously listed may be

spent on transportation needs within the State Route 91 corridor from the Orange County line to Interstate 15. These transportation needs include transit capital, transit operations, and State Highway capital improvements for both toll and non-tolled improvements. As part of its annual budget approval process, the Commission approved the use of tolls and fees generated from its 91 Express Lanes operations designated as surplus for various projects.

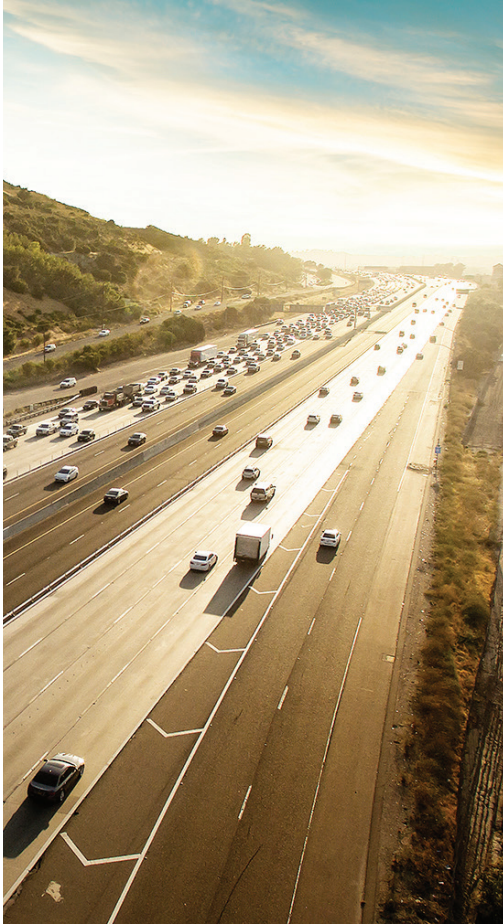
Lastly, staff posted on the Commission's web site the SR-91 Implementation Plan for public review and comment on May 13, 2022 for 30 days per SB 1316.

Attachment: *2022 State Route 91 Implementation Plan*

STATE ROUTE 91

IMPLEMENTATION PLAN 2022

DRAFT



PREPARED BY:

Michael Baker

INTERNATIONAL
204



RIVERSIDE
COUNTY
TRANSPORTATION
COMMISSION

STATE ROUTE 91 (SR-91) IMPLEMENTATION PLAN

KEEPING MOTORISTS MOVING ON THE SR-91 CORRIDOR

Every year since 2003, OCTA, RCTC, and stakeholders have worked collaboratively to review a program of projects along the SR-91 corridor.

BENEFITS

- Provides seamless connectivity between Orange and Riverside Counties
- Increases travel options
- Optimizes vehicle throughput
- Reinvests net 91 Express Lanes revenues on the SR-91 corridor to improve regional mobility
- Investments to date: \$1.9 billion

COMPLETED EFFORTS		PROJECT	COST (MILLIONS)	COMPLETION
	Orange County	Eastbound Lane Addition (SR-241 to SR-71)	\$51.2	2010
		Fifth Lane Addition (SR-55 to SR-241)	\$85.2	2013
		Westbound Lane at Tustin Avenue	\$43.3	2016
	Riverside County	Green River Road Overcrossing	\$24.3	2009
		North Main Street Corona Metrolink Parking Structure	\$25	2009
		91 Corridor Improvement Project (Initial Phase)	\$1,407	2017
		La Sierra Metrolink Parking Improvements	\$6.3	2019
	Bi-County	Metrolink Service Improvements	\$249	2016
		Express Bus Service	\$6	2019
		SR-91 Corridor Operations Project	\$38	2022

ANTICIPATED PROJECTS		PROJECT	COST (MILLIONS)	CURRENT PHASE
	Orange County	SR-91 Improvements (SR-57 to SR-55)	\$460	Final Design
		Anaheim Canyon Metrolink Station Improvements	\$34.2	Final Design
		Placentia Metrolink Rail Station	\$34.8	Final Design
	Riverside County	15/91 Express Lanes Connector	\$270	Construction
		SR-71/SR-91 Interchange Improvements	\$129	Final Design
		Improvements East of I-15	TBD	Environmental
	Bi-County	SR-241/SR-91 Tolled Express Connector	\$380	Final Design
		Sixth Lane Addition (SR-241 to SR-71)	TBD	Preliminary Engineering

CONCEPTS	LOCATION		COST (MILLIONS)
	Elevated 4-Lane Facility (MIS Corridor A) from SR-241 to I-15 (Post-2035)		\$2,720
	Anaheim to Ontario International Airport Maglev High Speed Rail (Post-2035)		\$2,770 - \$3,200
	Irvine-Corona Expressway (ICE) 4-Lane Facility from SR-241/SR-133 to I-15/Cajalco Road (Post-2035)		\$8,855
	WB SR-91 to SB SR-55 Connector Improvements (Post-2035)		\$75 - \$150
	EB SR-91 Fifth Lane Addition at SR-241		\$31
	Fairmont Boulevard Improvements		\$76.8

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SECTION 1: INTRODUCTION

2022 STATUS REPORT AND UPDATE

Previous law authorized the California Department of Transportation (Caltrans) to enter into franchise agreements with private companies to construct and operate four demonstration toll road projects in California. This resulted in the development of the 91 Express Lanes facility in Orange County. The four-lane, 10-mile toll road runs along the median of State Route 91 (SR-91) in northeast Orange County between the Orange/Riverside County line and State Route 55 (SR-55). Since the 91 Express Lanes carried its first vehicle on December 27, 1995, the facility has saved users tens of millions of hours of commuting time.

While the 91 Express Lanes facility has improved travel time along the SR-91 corridor, provisions in the franchise agreement between Caltrans and the private franchisee, the California Private Transportation Company (CPTC), prohibited Caltrans and county transportation agencies from adding transportation capacity or operational improvements to the SR-91 corridor through the year 2030 from Interstate 15 (I-15) in Riverside County to the Orange/Los Angeles Counties border. Consequently, the public agencies were barred from adding new lanes, improving interchanges, and adding other improvements to decrease congestion on the SR-91 freeway.

Recognizing the need to eliminate the non-compete provision of the franchise agreement, Governor Gray Davis signed Assembly Bill 1010 (Lou Correa) (AB 1010) into law in September 2002, paving the way for much-needed congestion relief for thousands of drivers who use SR-91 to travel between Riverside and Orange Counties each day. The bill allowed the Orange County Transportation Authority (OCTA) to purchase the 91 Express Lanes franchise and eliminate the non-compete clause that prohibited capacity-enhancing improvements from being made to SR-91. Although the 91 Express Lanes operate within a 10-mile stretch of Orange County, between SR-55 and Orange/Riverside county lines the franchise technically allowed operation of toll lanes into Riverside County. The purchase agreement for the 91 Express Lanes was completed on January 3, 2003, placing the road in public hands at a cost of \$207.5 million. With the elimination of the non-compete

provision through AB 1010 and the subsequent 91 Express Lanes purchase by OCTA, Orange County and Riverside County public officials and Caltrans Districts 8 and 12 have been coordinating improvement plans for SR-91.

Senate Bill 1316 (Lou Correa) (SB 1316) was signed into law in September 2008 as an update to the provisions of AB 1010. SB 1316 authorizes OCTA to transfer its rights and interests in the Riverside County portion of SR-91 toll lanes by assigning them to the Riverside County Transportation Commission (RCTC) and authorizes RCTC to operate tolls for 50 years. In 2017, RCTC opened the extension of the 91 Express Lanes to traffic into Riverside County with completion of the initial phase of the SR-91 Corridor Improvement Project (see Appendix B). SB 1316 also requires OCTA and RCTC, in consultation with Caltrans, to issue an annual SR-91 Implementation Plan (Plan) for SR-91 improvements between State Route 57 (SR-57) and I-15. The Plans prior to adoption of SB 1316 included a westerly project limit of SR-55. The Plan establishes a program of potential improvements to relieve congestion and improve operations in the SR-91 corridor.

The 2022 Plan fulfills the requirement to provide the State Legislature with an annual Implementation Plan for SR-91 improvements and builds on the 2021 Plan. The projects included in the 2022 Plan have been infused with various sources of local, state, and federal funding. The 2022 Plan includes overviews, status summaries, and proposed costs and schedules for projects to improve mobility on SR-91. Also included are conceptual lane diagrams (as appropriate), and discussions of key considerations that need to be addressed in the planning and development of each project. This Plan will provide OCTA, RCTC, and Caltrans with a framework to implement SR-91 and other related improvements. Future annual Plan updates will continue to refine the scope, cost, and schedule of each project included in this version of the Plan.

91 EXPRESS LANES TOLL POLICY GOALS

With the completion of the State Route 91 Corridor Improvement Project's initial phase in spring 2017, there



are now approximately 18 miles of Express Lanes between Orange and Riverside counties. OCTA and RCTC have adopted goals for the 91 Express Lanes to continue to maintain a safe, reliable, and predictable travel time for express lane users traversing seamlessly between the two counties. The goals below take into consideration the 91 Express Lanes as well as the SR-91 corridor at large. These guiding principles include:

- optimizing vehicle throughput at free flow speeds;
- increasing average vehicle occupancy;
- balancing capacity and demand to serve customers who pay tolls as well as carpoolers (3+) who are offered discounted tolls;
- paying debt service and maintaining debt service coverage;
- generating sufficient revenue to sustain the financial viability of the 91 Express Lanes; and
- when appropriate, reinvesting net revenues on the SR-91 corridor to improve regional mobility.

PROJECT ACCOMPLISHMENTS

Much progress has been made since the initial 2003 SR-91 Implementation Plan was approved. The 2022 Plan includes select completed project exhibits as a historical reference (see Appendix B).

Completed Construction/Improvement Projects

The following improvements have been constructed or implemented:

- ❖ Repaved and sealed pavement surfaces, restriped, and replaced raised channelizers on the 91 Express Lanes.
- ❖ On EB SR-91 the roadway was restriped, and the median barrier was reconstructed. This project removed the CHP enforcement area and extended the EB auxiliary lane from SR-71 to the Serfas Club Drive off-ramp.
- ❖ The WB auxiliary lane was extended between the County line and SR-241. This project eliminated the lane drop at the 91 Express Lanes and extended the existing auxiliary lane from the County line to SR-241 in the westbound direction. This improvement

minimized the traffic delays at the lane drop area, resulting in improved vehicle progression.

- ❖ On WB SR-91 the roadway was restriped to extend the auxiliary lane between SR-71 and the County line. This resulted in a new continuous lane between SR-71 and SR-241.
- ❖ Safety Improvements were constructed at the Truck Scales. Existing shoulders were improved, lanes were re-striped, illumination improved, and signage was modified into and out of the EB facilities.
- ❖ Green River Road overcrossing replacement (see Appendix B).
- ❖ Metrolink parking structure at the North Main Street Corona Metrolink Station (see Appendix B).
- ❖ EB SR-91 lane addition from SR-241 to SR-71 (see Appendix B).
- ❖ Additional SR-91 WB and EB travel lane between SR-55 and SR-241 (see Appendix B).
- ❖ SR-91 WB bypass lane to Tustin Avenue at SR-55 (see Appendix B).
- ❖ Metrolink Service Improvements (see Appendix B).
- ❖ Initial SR-91 Corridor Improvement Project (CIP) (see Appendix B).
- ❖ La Sierra Metrolink Parking Improvements (see Appendix B)
- ❖ Express Bus Service (see Appendix B)
- ❖ 91 Corridor Operations Project (see Appendix B)

These projects provide enhanced freeway capacity and/or improved mobility for one of the most congested segments of SR-91.

The completed EB SR-91 lane addition project from SR-241 to SR-71 (see Appendix B) has improved highway operations. This project reduced travel time by approximately 20 minutes during its opening year.

The Initial CIP project has provided significant benefits to drivers on SR-91. This \$1.4 billion investment project included widening SR-91 by one GP lane in each direction east of SR-71, adding collector-distributor (CD) roads and direct south connectors at I-15/SR-91, extending the 91 Express Lanes to I-15, and providing system/local interchange improvements. The new lanes and other improvements provide time savings, offer choice and reliability, boost safety, enhance access and job creation, promote ridesharing, reduce pollution, and aid the movement of goods along the region's roadways.



The WB SR-91 Widening Project completed construction in 2016 from State College Blvd to Interstate 5 (I-5). This project added one WB general purpose lane and removed the dedicated exit lane to State College Blvd from the SB SR-57 to WB SR-91 Connector that contributed to operational issues due to the short weaving distance. While this project falls just to the west of the limits for the Plan study area, it will have an influence on operations within the Plan area.

In addition, there are two projects that impact future SR-91 widening projects. The first is the \$2.8 billion U.S. Army Corps of Engineers (Corps) Santa Ana River Mainstem project that provides flood protection from the recently improved Prado Dam (near SR-71) to the Pacific Ocean. The project includes many features that have already been completed, including improvements to Seven Oaks Dam, 30 miles of levees and modifications to original project features including raising the Prado Dam embankment and installation of new, larger capacity outlet works. In 2021, the Corps and Orange County Flood Control District amended a cooperative agreement which would allow the Corps to use federal funds under the Bipartisan Budget Act to complete select features of the project.

SR-91 project teams have coordinated with the Corps, Orange County Flood Control District, Caltrans, and other federal, regional, and local agencies to accommodate planned SR-91 improvements adjacent to the Santa Ana River.

Completed Designs and Reports

There are various project development phase documents (Feasibility Reports, Studies, PSR, PA/ED, or PS&E) that are completed, or are in draft form and anticipated to be approved that identify mobility improvements. These documents include:

- ❖ MIS – Final Project Report: Locally Preferred Strategy Report (January 2006).
- ❖ Renewed Measure M Transportation Investment Plan (November 2006).
- ❖ RCTC 10-Year Western County Highway Delivery Plan (December 2006).
- ❖ SR-91/Fairmont Boulevard Feasibility Study (December 2009).
- ❖ Corridor System Management Plan (CSMP) Orange County SR-91 Corridor Final Report (August 2010).

- ❖ Renewed Measure M Early Action Plan, approved August 2007 and subsequently renamed as the Capital Action Plan (April 2011).
- ❖ PSR-PDS for SR-241/SR-91 Tolloed Express Connector (January 2012).
- ❖ Project Report & Environmental Document for 91 Corridor Improvement Project (October 2012)
- ❖ PSR-PDS on SR-91 between SR-57 and SR-55 (October 2014).
- ❖ SR-71/SR-91 Interchange Environmental Phase (2011) and Final Design (2015).
- ❖ 2021 Next 10 Delivery Plan approved by OCTA Board, (December 2021).
- ❖ Project Report & Environmental Document for 15/91 Express Lanes Connector (June 2019)
- ❖ Project Report & Environmental Document for 91 Corridor Operations Project (April 2020)
- ❖ Project Report & Environmental Document for SR-241/SR-91 Tolloed Express Connector (April 2020).

SR-91 CORRIDOR CONDITIONS

Project Limits

The project study limits encompass the segment of SR-91 from west of the junction of SR-57 and SR-91 in the City of Anaheim in Orange County, to east of the junction of SR-91 and I-15 in the City of Corona in Riverside County. The freeway segment is approximately 20.3 miles long and includes 12.7 miles within Orange County and 7.6 miles within Riverside County.

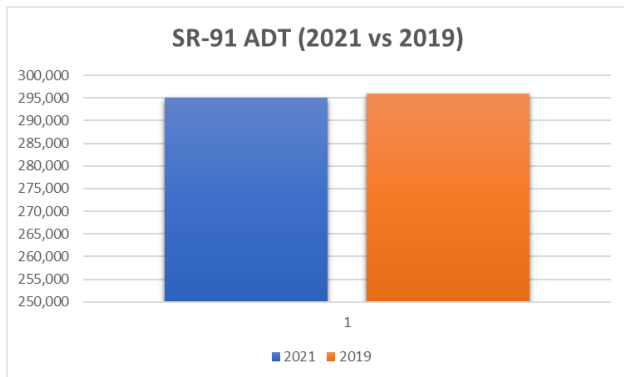
Existing Traffic Conditions Summary

Similar to other parts of the state, traffic demand on Orange County roadways, including the SR-91 corridor, encountered significant variations due to the COVID-19 pandemic and the Stay-at-Home Order that was implemented March 2020. Traffic demand started to increase following the lifting of the Stay-at-Home Order on June 15, 2021. Daily travel demand on the SR-91 corridor increased by over 6% from February 2021 (before the Stay-at-Home Order was lifted) to October 2021 (after the Stay-at-Home Order was lifted). However, the October 2021 traffic demand on the SR-91 corridor was still lower than the October 2019 demand by approximately 0.5% (Figure 1). The peak period times as well as day-to-day



variations of congestion patterns still show effects from the pandemic when compared to 2019 conditions.

Figure 1



Due to the aftereffect of the COVID-19 pandemic, the 2021 traffic patterns are not deemed as a true reflection of the typical existing conditions nor as a proper baseline to forecast the future demand and operations of the SR-91 corridor. Therefore, the 2019 traffic conditions are being utilized for the 2022 Plan.

Traffic conditions on the SR-91 corridor are expecting continued changes due to uncertainties related to the COVID-19 aftereffect. OCTA and RCTC will continue monitoring the SR-91 traffic pattern changes throughout the year of 2022. If traffic conditions are showing a trend of normalization (reverting back to pre-pandemic conditions), then the traffic analysis will be updated for the 2023 Plan.

A review of the 2019 traffic conditions in the corridor indicates that the existing capacity of the facility is inadequate to accommodate current and future peak demand volumes. Level of Service (LOS) F prevails in the peak direction during the entire peak period. The definition of LOS F is a density of more than 45 passenger cars/lane/mile and the worst freeway operating condition. The results also indicate that there are several physical conditions that contribute to unacceptable traffic queues.

During the weekdays, westbound SR-91 experiences heavier traffic conditions during the morning commute for travelers leaving Riverside County to employment areas in Orange and Los Angeles counties. The corridor is generally congested between the peak period of 6 a.m. to 10 a.m. in the westbound direction and the peak period of 3 p.m. to 7 p.m. in the eastbound direction. Due to the high demand, congestion in the corridor occurs

before and after the peak periods. The eastbound afternoon conditions tend to be exacerbated by the lack of receiving capacity in the Riverside County portion of the SR-91 corridor. Accordingly, RCTC is working closely with Caltrans District 8 to sponsor improvements that will provide congestion relief for the eastbound afternoon condition. Some of these improvements include the 15/91 Express Lane Connector, SR-71/SR-91 Interchange, and Improvements East of I-15.

The following is a summary of the deficiencies identified along the SR-91 corridor:

- ❖ Heavy traffic volumes to/from I-15 converge with the SR-91 and increase delay during the morning and evening peak hours.
- ❖ SR-71 traffic demand as well as physical and operational constraints for the EB SR-91 to NB SR-71 connector contribute to mainline and EB SR-91 corridor delays.
- ❖ Traffic entering the WB SR-91 from the Green River Road and SR-71 on-ramps contribute to mainline congestion during the AM peak period.
- ❖ High traffic volumes entering the freeway from Gypsum Canyon Road, Santa Ana Canyon Road, Green River Road, Weir Canyon Road, Imperial Highway and Lakeview Avenue contribute to congestion on the SR-91 mainline.
- ❖ One of the two lanes from the Eastern Transportation Corridor (State Route 241) connector is dropped at the merge to EB SR-91 causing additional congestion on the EB SR-91 general purpose lanes.
- ❖ At the NB SR-55 interchange with EB SR-91, a lane on SR-91 is dropped (as a dedicated exit) at Lakeview Avenue and a second lane is dropped (as a dedicated exit) at Imperial Highway creating a weave condition.
- ❖ WB SR-91 drops two GP lanes and a 91 Express Lane to SB SR-55, contributing to mainline congestion. This drop also occurs on the left-hand side of SR-91, creating a weaving condition.
- ❖ WB traffic entering SR-91 at Lakeview Avenue traveling to SB SR-55 contributes to mainline congestion by weaving across three lanes on SR-91. The existing two-lane connector from WB SR-91 to SB SR-55 traffic volume exceeds operational capacity causing a queue on the SR-91 mainline.

- ❖ A lane drop on EB SR-91 at SB SR-241 creates a chokepoint.

Logical Project Sequencing

As noted, the SR-91 Corridor in Riverside County, in the EB direction, lacks the receiving capacity during the afternoon peak period which creates a bottleneck condition. Due to the high levels of congestion experienced on this segment of the corridor, there is sensitivity to any changes that may affect traffic operations. Without first addressing the congestion in Riverside County, any performance or capacity enhancing projects upstream would further exacerbate congested conditions causing additional delays and queueing. Therefore, projects that have the potential to impact demand and/or provide additional capacity in the EB direction should be considered in a logical sequence to ensure that there is sufficient receiving capacity in Riverside County.

In October 2019, a consensus was reached between OCTA, RCTC, Caltrans, and the TCA that would set the stage for a series of projects to be implemented in sequential order to improve the SR-91 corridor. OCTA, RCTC, TCA, and Caltrans, Districts 8 and 12, as well as Caltrans Headquarters directors, worked through five major issues. This framework will enable the streamlining of the implementation of the SR-241/SR-91 Tolloed Express Connector project while minimizing impacts to the

91 corridor. The subject matter of the multi-agency consensus is outlined below:

1. Setting priorities for SR-91 corridor projects to reduce construction-related impacts;
2. Allowing completion of the environmental approval process and updating related programming documents;
3. Clarifying lead agencies for final design, construction, and maintenance;
4. Identifying the principal funding agency for final design, construction, and maintenance; and
5. Designating lead agencies for retaining toll revenue and toll setting/operational control.

Based on the above framework, the agencies reached consensus on a 91 Corridor program of projects and sequencing as outlined below:

- ❖ 15/91 Express Lanes Connector
- ❖ SR-91 Corridor Operations Project
- ❖ SR-71/SR-91 Interchange Improvements*
- ❖ SR-241/SR-91 Tolloed Express Connector

*Note: SR-241/SR-91 Tolloed Express Connector is not dependent upon completion of SR-71/SR-91 Interchange Improvements

PROJECT SUMMARY

The projects in this Plan are presented in the following groups: Orange County Projects, Riverside County Projects and Bi-County Projects. The stage of development for each project, such as planning, final design, construction, or procurement and implementation, varies as noted in the project summaries. Table 1 summarizes the various planned projects, concept projects, and completed projects. For details on each project refer to Section 2 for planned projects and Appendix B for selected complete projects:

- ❖ The Orange County projects have a total cost of approximately \$529 million. The projects include the SR-91 improvements between SR-57 and SR-55, Anaheim Canyon Metrolink station improvements, and Placentia Metrolink rail station.
- ❖ The Riverside County projects have a total cost of over \$399 million. The improvements include: a 15/91 Express Lanes Connector, the SR-71/SR-91 Interchange Improvements, and the SR-91 improvements east of I-15.
- ❖ The Bi-County projects benefit both Orange and Riverside Counties. The total cost for the Bi-County projects exceeds \$380 million. The improvements include: the SR-241/SR-91 Tolle Express Connector and a Sixth Lane Addition (SR-241 to SR-71).

Traffic Analysis

For the 2022 Plan, the traffic analysis for major SR-91 capacity projects used the Caliper TransModeler software model and traffic data calibrated to reflect existing traffic patterns of 2019 as described in the prior section. This traffic simulation model provides a better depiction of actual travel delays experienced by motorists compared to traditional travel demand models. The model can be used to analyze freeway bottlenecks sometimes neglected in traditional travel demand models. This approach is especially important given high SR-91 traffic volumes and the potential for relatively few vehicles to significantly slow down traffic. For example, a minor freeway merging area can cause many vehicles to slow, cascading delay through the traffic stream, and rapidly decreasing both speed and volume for major segments of the freeway. The metrics reported in the Plan include travel time

Table 1 – SR-91 Implementation Plan Projects

Project	Cost (\$M)
Orange County Projects	
SR-91 Improvements between SR-57 and SR-55	460
Anaheim Canyon Metrolink Station Improvements	34.2
Placentia Metrolink Rail Station	34.8
SUBTOTAL	529
Riverside County Projects	
15/91 Express Lanes Connector	270
SR-71/SR-91 Interchange Improvements	129
SR-91 Improvements East of I-15	TBD
SUBTOTAL	399+
Bi-County Projects	
SR-241/SR-91 Tolle Express Connector	380
Sixth Lane Addition (SR-241 to SR-71)	TBD
SUBTOTAL	380+
Concept Projects	
Elevated 4-Lane Facility (MIS Corridor A) from SR-241 to I-15	2,720
Anaheim to Ontario International Airport Maglev High Speed Rail	2,770 – 3,200
Irvine-Corona Expressway (ICE) 4-Lane Facility from SR-241/SR-133 to I-15/Cajalco Road	8,855
Westbound SR-91 to Southbound SR-55 Improvements	75 – 150
Eastbound SR-91 Fifth Lane Addition at SR-241	31
Fairmont Boulevard Improvements	76.8
SUBTOTAL	14,527.8–15,032.8
Completed Project Summary Since 2006 (Constructed Year)	
Green River Road Overcrossing Replacement (March 2009)	24.3
North Main Street Corona Metrolink Station Parking Structure (June 2009)	25
Eastbound Lane Addition from SR-241 to SR-71 (September 2010)	51.2
Widen SR-91 between SR-55 and SR-241 by Adding a 5 th GP Lane in Each Direction (January 2013)	85.2
SR-91 WB Lane at Tustin Avenue (April 2016)	43.2
Metrolink Service Improvements (June 2016)	249
Initial Phase CIP: Widen SR-91 by One GP Lane in Each Direction East of Green River Rd, CD Roads and I-15/SR-91 Direct South Connector, Extension of Express Lanes to I-15 and System/Local Interchange Improvements (2017)	1,407
Express Bus Service (2019)	6
La Sierra Metrolink Parking Improvements (2019)	6.3
SR-91 Corridor Operations Project (2022)	38
SUBTOTAL	1,935.2

from the beginning to the end of the study corridor and vehicle hours of delay experienced on study corridor, which both focus on operations for vehicles on SR-91. A third metric includes vehicles served by the system in the study corridor and takes into consideration vehicles on ramps and freeways that feed into or are fed by SR-91 in the study area. In addition to the existing year 2019 analysis, two future years of 2030 and 2045 were analyzed and include capacity enhancing projects that are scheduled to be completed by the respective year. The operations analysis quantified travel time savings for WB morning and EB afternoon conditions for the following major capacity enhancing projects:

Year 2030

- ❖ SR-91 Improvements between SR-57 and SR-55
- ❖ 15/91 Express Lanes Connector
- ❖ SR-71/SR-91 Interchange Improvements
- ❖ SR-91 Corridor Operations Project
- ❖ SR-241/SR-91 Tolloed Express Connector

Year 2045

- ❖ Projects completed in 2030
- ❖ SR-91 Improvements East of I-15
- ❖ SR-91 Sixth Lane Addition
- ❖ Fairmont Boulevard Improvements

Westbound Analysis

The WB morning (a.m.) traffic analysis results indicate that for the year 2030 forecasts, peak hour travel times are anticipated to improve in Riverside County (by about 6 minutes) and in Orange County (by about 11 minutes). In addition to decreasing travel time, overall vehicle hours of delay in the corridor will decrease (by about 20 percent), while the entire system is serving more vehicles (by about 9 percent). Bottlenecks are anticipated at the Orange-Riverside County line and at the SR-241 interchange/Gypsum Canyon interchange area. The main bottlenecks in Riverside County will be relieved due to the completion of proposed projects. The bottleneck at the

SR-55 interchange will also be relieved. However, with the additional vehicles traveling downstream, there is additional congestion at the SR-57 interchange. For the year 2045, travel times are anticipated to decrease (by about 16 minutes) in Riverside County, and increase (by about 23 minutes) in Orange County when compared to 2030. Overall vehicle hours of delay will increase (by about 68 percent) in the corridor, but the number of vehicles the system is serving will increase (by about 6 percent). Bottlenecks appear at SR-71 and at SR-57. Due to the SR-71 Corridor Improvement Project, there is a large increase of vehicles going to and from SR-71. Travel time in Orange County shows an increase in 2045 due to the growth in traffic, projects relieving congestion upstream allowing more vehicles to travel downstream, and no additional capacity enhancing projects in Orange County. OCTA and RCTC are exploring multi-modal opportunities on, or adjacent to, the SR-91 corridor that could provide additional congestion relief.

Express Lanes in the westbound direction operate satisfactorily in all the analysis years.

Eastbound Analysis

The EB evening (p.m.) traffic analysis indicates that for the year 2030 forecasts, peak hour travel times are anticipated to decrease (by about 7 minutes) in Riverside County and increase (by about 11 minutes) in Orange County. Although the overall travel time through the corridor will increase slightly, the vehicle hours of delay will decrease (by about 26 percent) and the number of vehicles served by the system will increase (by about 12 percent). The major bottleneck still occurs at the county line. Improvement projects near SR-55 and I-15 should alleviate congestion in those areas. For the year 2045, travel times are anticipated to increase (by about 4 minutes) in Riverside County and decrease in Orange County (by about 18 minutes) when compared to 2030. Overall vehicle hours of delay will increase (by about 40 percent) but the number of vehicles the system is serving will be greater (by about 8 percent). The main bottleneck remains at the county line. However, with the inclusion of the Sixth Lane Addition project, the congestion at the county line will be reduced. More vehicles traveling downstream will slightly increase congestion in Riverside County near I-15.

Express Lanes in the eastbound direction operate satisfactorily in all the analysis years.

Figures 1-1 and 1-2 below summarize the westbound corridor vehicle hours of delay and systemwide served vehicles, respectively. Figures 1-3 and 1-4 below summarize the eastbound corridor vehicle hours of delay and systemwide served vehicles, respectively.

Figure 1-1 – Westbound SR-91 from I-15 to SR-57 A.M. Peak Period Corridor Vehicle Hours of Delay

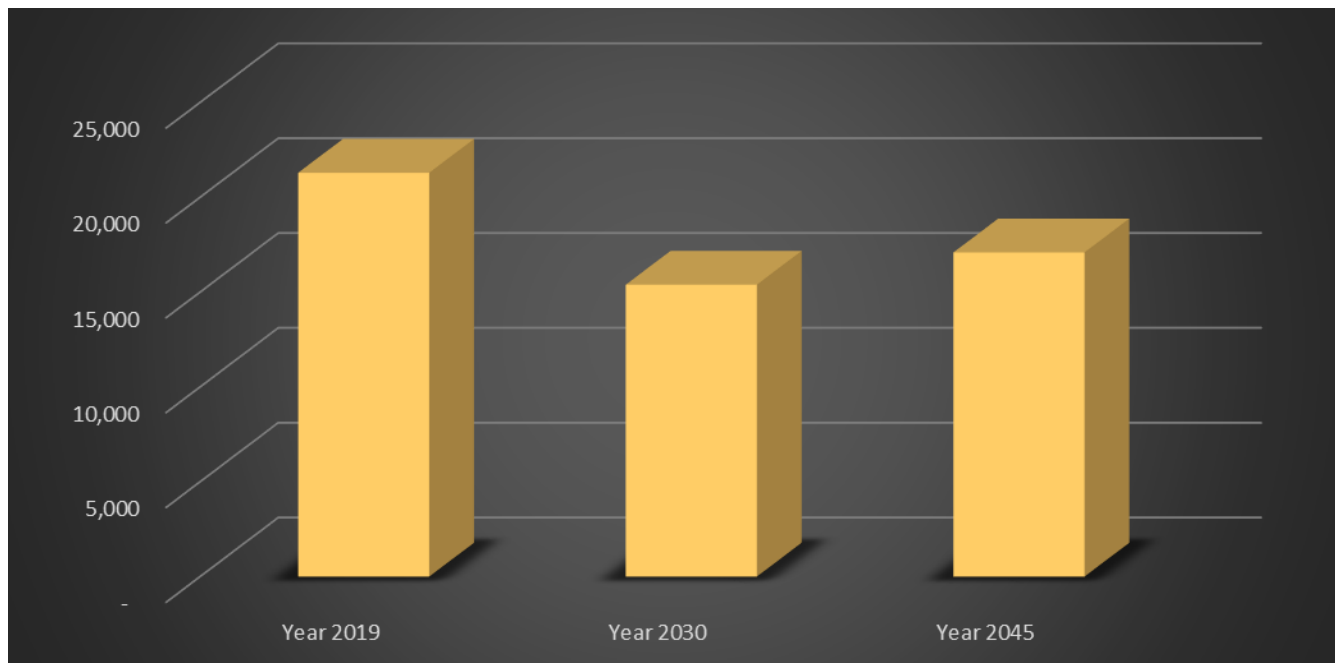


Figure 1-2 – Westbound SR-91 from I-15 to SR-57 A.M. Peak Period Systemwide Served Vehicles

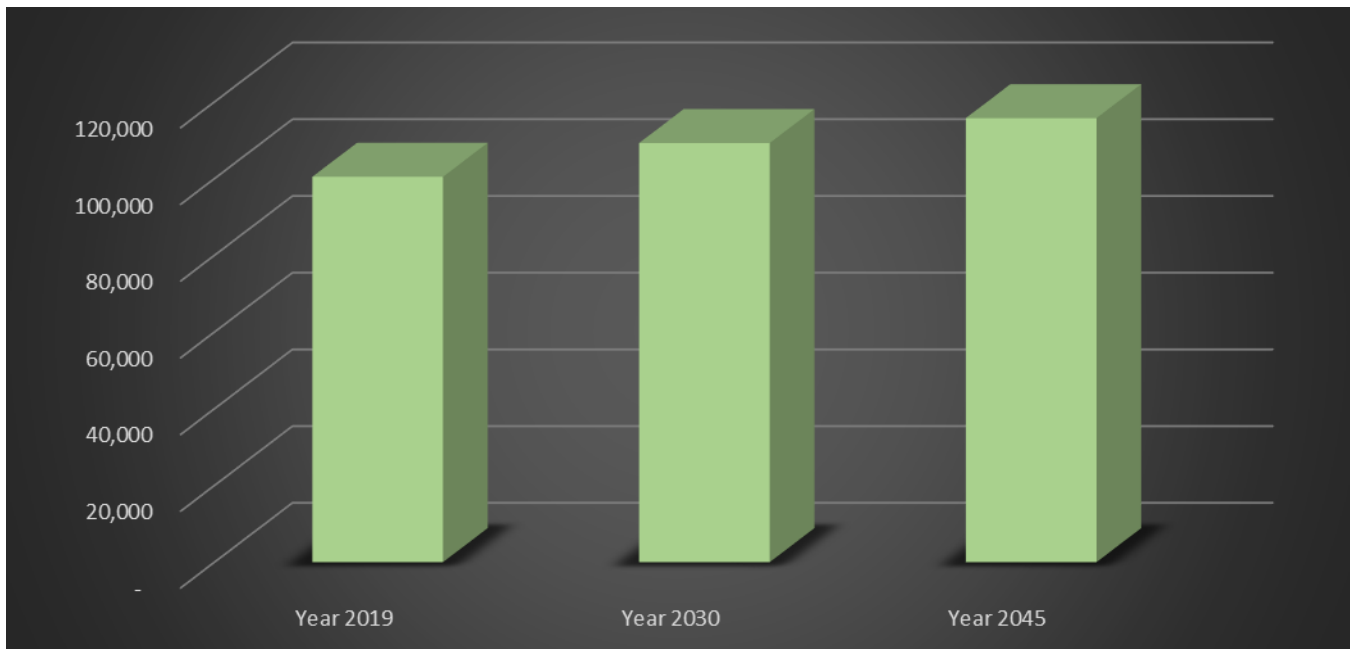


Figure 1-3 – Eastbound SR-91 from SR-57 to I-15 P.M. Peak Period Corridor Vehicle Hours of Delay

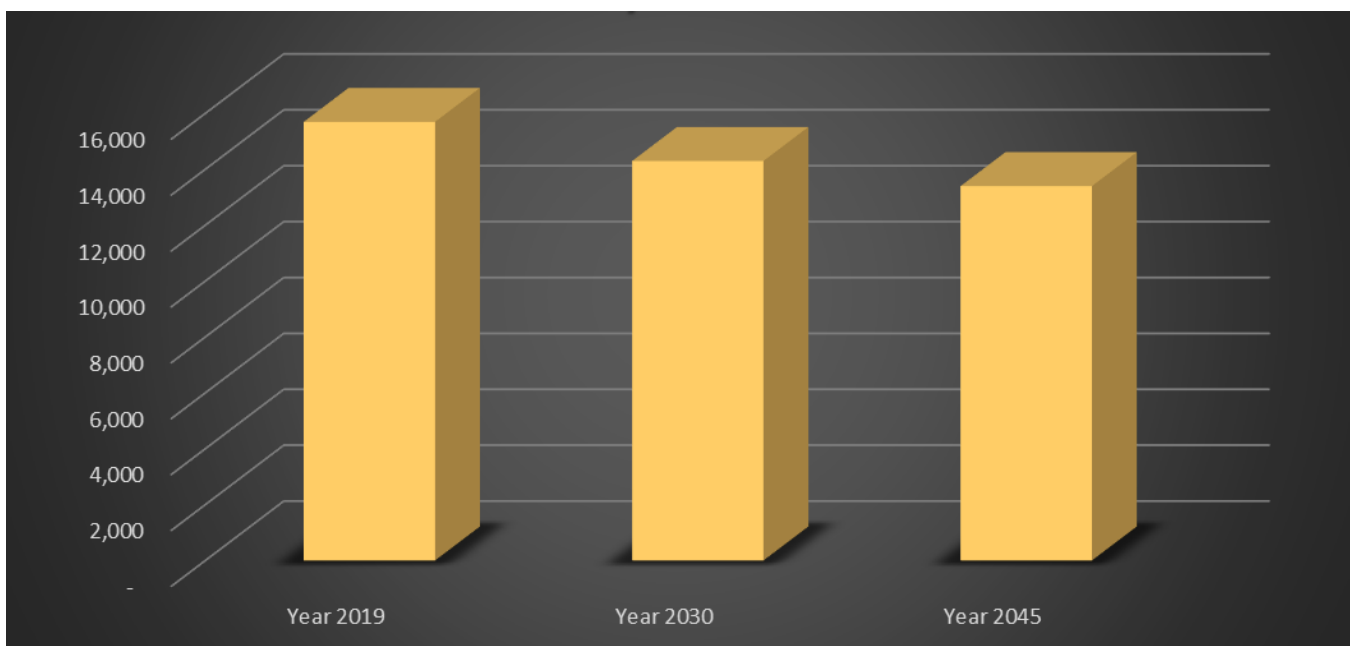
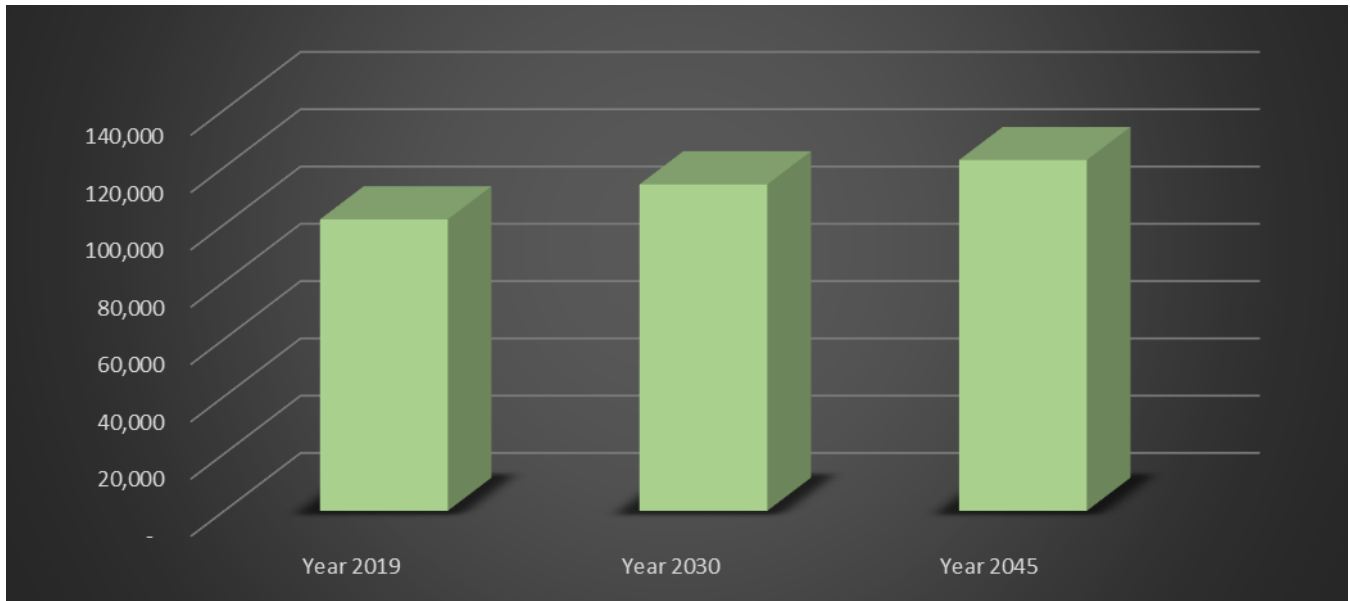


Figure 1-4 – Eastbound SR-91 from SR-57 to I-15 P.M. Peak Period Systemwide Served Vehicles



CONCEPT PROJECT SUMMARY

Many of the highway concept projects identified in this 2022 Plan are long lead time projects and/or projects without sufficient project development detail to be advanced into the Project Summary section. These potential concepts include significant environmental constraints and right of way requirements in addition to requiring a significant amount of planning, design, and future policy and public input. Many of these concept projects are multi-billion-dollar improvements that will remain a challenge to implement. Refer to Appendix A for details on each concept project.

IRVINE CORONA EXPRESSWAY STATUS SUMMARY

The Irvine Corona Expressway (ICE) concept was conceived as part of the MIS and was established as part of a suite of projects to support future peak demand volumes between Riverside and Orange Counties. The ICE was further evaluated in the 2009 ICE Feasibility Study for financial and geotechnical feasibility. Seven (7) primary feasibility issues were considered:

- ❖ Geologic, hydrogeologic/hydrologic, and geotechnical conditions.
- ❖ Corridor concepts (full tunnel and partial tunnel/partial surface road).
- ❖ Tunnel configuration.
- ❖ Tunnel excavation and support methods.
- ❖ Tunnel systems (e.g., ventilation, emergency fire system, operation building, toll system, etc.).
- ❖ Construction considerations.
- ❖ Construction, Operation & Maintenance (O&M) costs.

Per the direction of the Riverside-Orange Corridor Authority Board (ROCA) in 2010, staff has reevaluated the concept annually, as part of the preparation of this Plan, to determine if construction costs and tunneling technology have changed and become less prohibitive.

Planned and constructed tunnel projects were reviewed for insight into how tunnel construction technology is changing. Projects such as the Las Vegas

Convention Center (LVCC) Loop and the Ontario International Airport (ONT) Loop are utilizing innovative ideas that could deliver transit tunnel projects with faster construction timelines and at a lower cost. These projects propose smaller diameter tunnels (12-14 feet) and are designed to accommodate specialized vehicles with the intent of eventually incorporating autonomous electric vehicles. The Boring Company constructed the 1.7-mile LVCC Loop dual tunnels for \$52.5 million over approximately two years. The current estimated cost (including all phases and support) for the 4-mile ONT Loop is \$85 million and is expected to take 48 months to complete.

The Boring Company plans to develop technology to construct tunnels faster and at lower cost. To accomplish this, The Boring Company plans to reduce tunnel diameters and increase the speed and efficiency of tunnel boring machines (TBM). Additional initiatives include electrifying and automating TBMs to increase safety and efficiency.

Two shorter tunnels were constructed in California with similar lane configurations to the ICE concept. The Devil's Slide Tunnel in San Mateo County and the Caldecott Fourth Bore Tunnel in Contra Costa County both opened in 2013. These tunnels used a method of drilling and blasting (known as the New Austrian Tunneling Method), rather than operating a TBM. Both tunnels were approximately 1.2 miles long and took six years and three years to construct, respectively.

Based on recent tunnel projects, the challenges that were identified in the ICE Feasibility Study were also experienced by other tunnel construction projects which provides insight into how tunneling technologies have changed. The New Austrian Tunneling Method may be a way to reduce the cost of boring for the ICE tunnel. This method was discussed in the 2009 ICE Feasibility Study but was dismissed due to the proposed length of the ICE tunnel concept. In the future, more investigation would be required to assess the feasibility of using a boring method other than a TBM, and to qualitatively assess possible impacts to the ICE corridor construction cost and duration.

Reducing the bore diameter and proposed cross section of the ICE corridor concept may be a way to reduce the cost of the project. More investigation is required to determine how the cross-section and bore size could be reduced for the ICE concept. Additionally, there are several regulatory requirements that would likely need to be considered in designing the cross section. While it may be difficult to reduce the highway or rail tunnel cross section, a smaller diameter could be considered for an alternative design vehicle. The ONT Loop and LVCC Loop are example projects where smaller diameter bores were allowable for autonomous transit use.

Even if reducing the cross-section and bore diameter may not be feasible, new developments in the form of autonomous boring machines may be able to reduce project time and cost. A tunnel project in Malaysia has utilized an autonomous TBM setup, and a tunnel in Sydney Australia is expected to deploy specially designed autonomous TBMs by the end of next year. With their consistency and precision, these TBMs may be four times

as fast as the projected speed of conventional TBMs for the ICE. However, these cutting-edge machines have limited technical maturity. While there is demonstrated use for tunnels of diameters comparable to the ICE's 26-foot rail tunnel, no autonomous TBM has been developed that could achieve the diameter proposed for the highway tunnel.

A review of land uses adjacent to proposed ICE eastern terminus near the Interstate 15/Cajalco Road junction revealed much has changed since the concept was developed in 2006. Significant development has occurred and is proposed in the area which complicates the viability of the eastern end of conceptual alignment of the ICE.

The review of recent tunneling projects shows feasibility for the ICE tunnel concept is slowly improving as tunneling technology is progressing. Technology has not advanced to the point where long, wide highway tunnels can be constructed at a lower cost. However, modern boring methods have lowered the cost on smaller, shorter tunnels.

OVERVIEW

The 2022 Plan describes projects, key considerations, benefits, current status, schedule, and costs (in 2022 dollars, or as noted) for major projects and concepts. The projects are grouped as follows: Orange County Projects, Riverside County Projects and Bi-County Projects.

The intent of the Implementation Plan is to present a list of projects and studies along the SR-91 corridor and highlight coordination between OCTA, RCTC, and Caltrans to improve the corridor.

As part of the project development process, detailed operational analysis will need to be conducted to evaluate operational issues associated with each project. The project development phases are discussed in the status updates and are defined as follows:

❖ **Conceptual Engineering = Pre-Project Study Report (Pre-PSR)** – Conceptual planning and

engineering for project scoping and feasibility prior to initiating the PSR phase.

- ❖ **Preliminary Engineering = Project Study Report (PSR)** – Conceptual planning and engineering phase that allows for programming of funds.
- ❖ **Environmental = Project Approval/Environmental Document (PA/ED)** – The detailed concept design that provides environmental clearance for the project and programs for final design and right of way acquisition. The duration for this phase is typically 2-3 years.
- ❖ **Design = Plans, Specifications, and Estimates (PS&E)** – Provide detailed design to contractors for construction bidding and implementation.
- ❖ **Construction** = The project has completed construction and will provide congestion relief to motorists.

Figure 2-1 – SR-91 Project Study Area from SR-57 to I-15



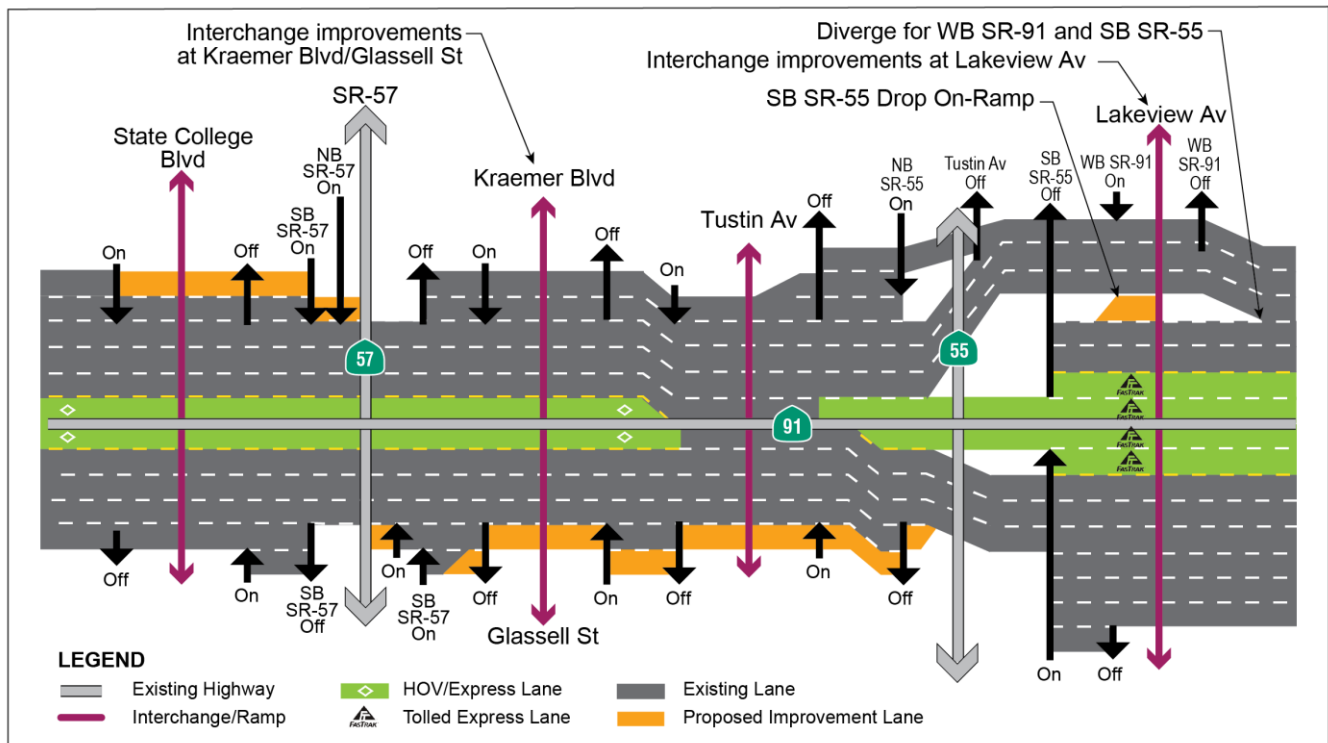
ORANGE COUNTY PROJECTS

The Orange County set of projects includes three improvements at a total cost of approximately \$529 million (in 2022 dollars, or as noted). The projects include: SR-91 improvements between SR-57 and SR-55, Anaheim Canyon Metrolink station improvements, and new Placentia Metrolink rail station. Further details for each of the projects are included in the following summaries.

Orange County Project Summary		Cost (\$M)
SR-91 Improvements between SR-57 and SR-55		460
Anaheim Canyon Metrolink Station Improvements		34.2
Placentia Metrolink Rail Station		34.8
SUBTOTAL		529



SR-91 Improvements between SR-57 and SR-55



Project Description

The project proposes to add EB capacity between SR-55 and SR-57, improve the SR-91/SR-57 and SR-91/SR-55 interchanges and local interchanges. In the SR-91/SR-57 interchange area, improvements identified in Project Approval/Environmental Document (PA/ED) phase include extending an additional lane on WB SR-91 from the NB SR-57 to WB SR-91 connector through State College Boulevard and terminating at the auxiliary lane to Raymond Avenue-East Street. At the SR-91/SR-55 interchange area, a drop on-ramp from Lakeview Avenue would be constructed between realigned WB SR-91 lanes for direct access to SB SR-55, allowing for the exit to SB SR-55 to be moved further east, separating WB SR-91 and SB SR-55 traffic west of the Lakeview Avenue bridge. The 91 Express Lanes will not be impacted by the project. In order to accommodate the improvements, the Lakeview, Tustin, Kraemer/Glassell, and La Palma bridges are proposed to be replaced. The improvements have been developed in cooperation with local jurisdictions and affected communities.

Key Considerations

The proposed project improvements on WB and EB SR-91 may require partial right-of-way acquisition and Temporary Construction Easements (TCEs). In some areas, a non-standard geometric cross-section is proposed to reduce the right-of-way impacts.

Benefits

The proposed project improvements on WB and EB SR-91 between SR-57 and SR-55 include, among other features, adding one EB general purpose lane to achieve lane balancing and interchange improvements. Project improvements will reduce congestion and delay and reduce weaving.

Current Status

The project improvements were originally studied in the SR-91 Feasibility Study, which was completed in June 2009. The Project Study Report was completed in 2014 and the Project Approval/Environmental Document (PA/ED) was completed in 2020. This project was then split into three separate segments and the Plans Specifications and Estimate (PS&E) phase began in 2020 for all three segments. The proposed improvements are included in the Measure M program.

Schedule and Cost

Construction is anticipated to be completed in 2028 and the total project cost is estimated to be approximately \$460,000,000.

Anaheim Canyon Metrolink Station Improvements

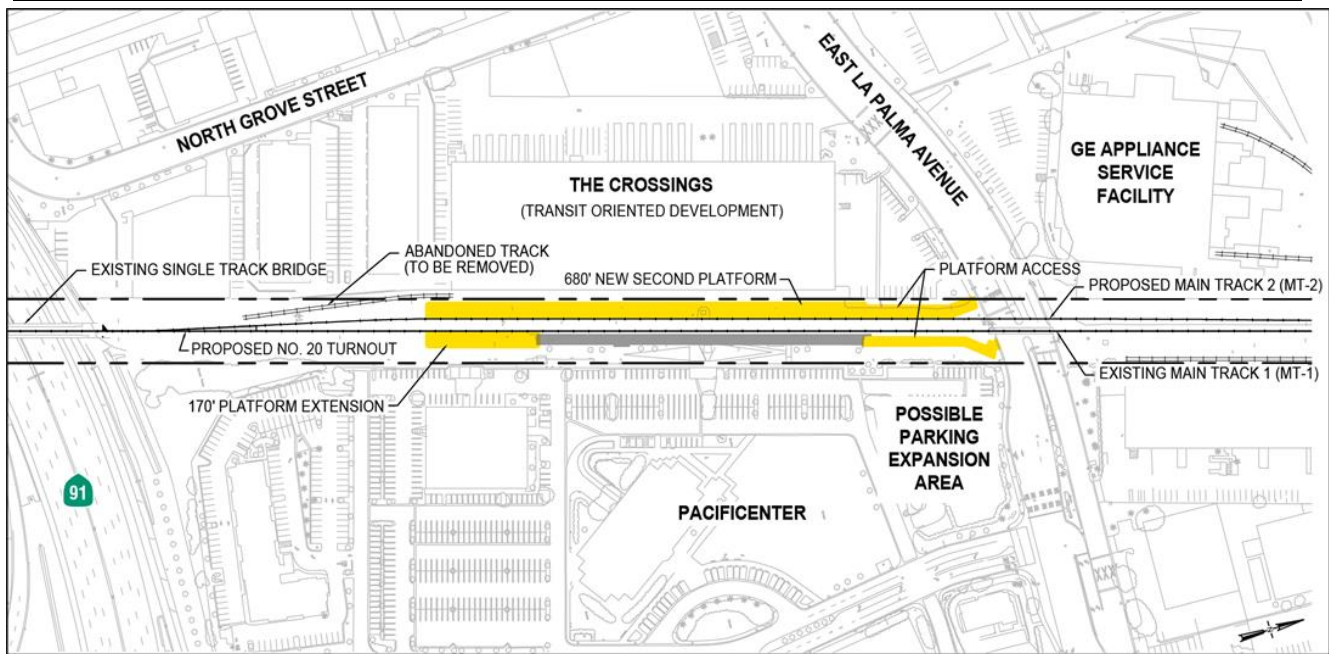


Image source:
Anaheim Canyon Station Project Definition Report, February 23, 2015

Project Description

The Anaheim Canyon Metrolink Station Improvement Project will include the addition of approximately 3,400 linear feet of secondary track; a second platform; extending the existing platform; improvements at two at-grade railroad crossings located at Tustin and La Palma; as well as new shade structures, benches, and ticket vending machines. These project improvements will accommodate planned future train service and will enhance on time service and safety.

Benefits

The project will enable future Metrolink service expansion, improve train service efficiency, and foster train ridership growth in the region, which will contribute to congestion relief on SR-91.

Current Status

OCTA is the lead agency on the project. Funding for the project is programmed to use Federal Congestion Mitigation and Air Quality Improvement Program (CMAQ), 5307 Federal Formula, M2 (OC Go), and City of Anaheim funds.

Schedule and Cost

The plans were completed, and the project was advertised for bid in October 2020. Construction began in May 2021 and is anticipated to be completed in November 2022. The total project cost is estimated to be \$34.2 million.



Image source: www.placentia.org/Placentia-Metrolink-Site-Plan (Wildan Engineering)

Project Description

The new Placentia Metrolink Station will serve the Metrolink 91/Perris Valley Line, providing commuter rail service between Perris and Los Angeles, via Riverside and Orange counties. The project includes construction of a parking structure, OCTA bus access, an area for passenger pick-up and drop-off, and two station platforms.

Benefits

The station will meet the current transit demand and foster train ridership growth in the region, contributing to congestion relief on SR-91.

Current Status

The City of Placentia is the lead on right-of-way and environmental clearance, and OCTA is the lead agency for design and construction of the project. Funding for the project is programmed to use 91 Toll

Revenues, M2 (OC Go) and the City of Placentia funds for the construction phase. State Transportation Improvement Program (STIP), Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA), OC Go and City funds are programmed for the design and right-of-way costs. Project is currently on hold.

Schedule and Cost

Plans are 100 percent complete, however, the construction contract cannot be advertised until a Construction and Maintenance Agreement is in place with BNSF Railway, the right-of-way owner. The project will be advertised for bids once an agreement is in place. The total project cost is estimated to be \$34.8 million.

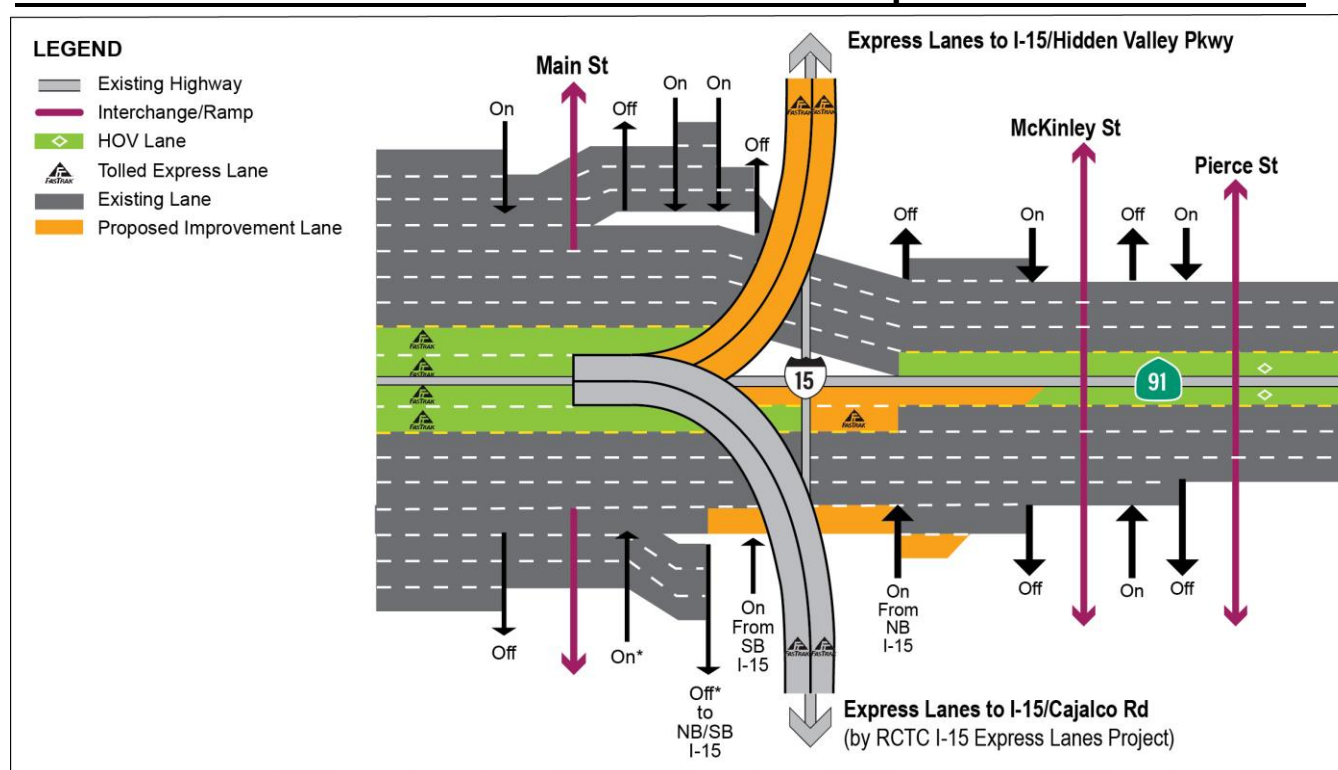
RIVERSIDE COUNTY PROJECTS

The Riverside County set of projects includes three improvements: a 15/91 Express Lanes Connector, the SR-71/SR-91 Interchange Improvements, and SR-91 Improvements east of I-15. Projects for implementation in Riverside County are anticipated to cost in excess of \$399 million (in 2022 dollars, or as noted).

Riverside County Project Summary		Cost (\$M)
15/91 Express Lanes Connector		270
SR-71/SR-91 Interchange Improvements		129
SR-91 Improvements East of I-15		TBD
SUBTOTAL		399+



15/91 Express Lanes Connector



Project Description

The Project Approval and Environmental Document (PA/ED) for the SR-91 Corridor Improvement Project (CIP), from SR-241 to Pierce Street, included the addition of a 5th lane in each direction, the addition of auxiliary lanes at various locations, the addition of collector-distributor lanes at the I-15/SR-91 interchange, the extension of the 91 Express Lanes from the Orange County line to I-15, the construction of a SR-91 Express Lanes median direct connector to and from I-15 South, a SR-91 Express Lanes median direct connector to and from I-15 North (15/91 Express Lanes Connector, the subject project), and the construction of one Express Lane in each direction from the I-15/SR-91 interchange southerly to I-15/Cajalco Road (now part of RCTC I-15 Express Lanes Project), and easterly to east of McKinley Street. Due to funding constraints, a Project Phasing Plan was developed to allow an Initial Phase, with reduced improvements, to move forward as scheduled, with the remaining ultimate improvements to be completed later. Subsequently, the proposed 15/91 Express Lanes Connector improvements (the subject of this project) have been pulled out from the CIP as a standalone project.

Key Considerations

Coordination among many of the SR-91 freeway projects that overlap the project limits is critical to successfully delivering these projects on schedule and within budget. Designing to accommodate future projects is a recurring theme for each of these projects. Minimizing conflicts in

scope between projects requires direct coordination between each project team. Additionally, future projects frequently have multiple alternatives under study, each with differing scope and construction footprints. Specifically, the project improvements need to continue to be coordinated with the SR-71/SR-91 interchange and the SR-241/SR-91 Tolled Express Connector.

Benefits

The 15/91 Express Lanes Connector project will reduce congestion and operational delays by providing direct median-to-median access between the SR-91 Express Lanes and I-15 Express Lanes. Traffic operations will improve by eliminating weaving conflicts and out-of-direction travel along SR-91 and I-15 by the use of the direct connectors. The project will provide motorists a choice to use the 15/91 Express Lanes Connector for a fee in exchange for time savings.

Current Status

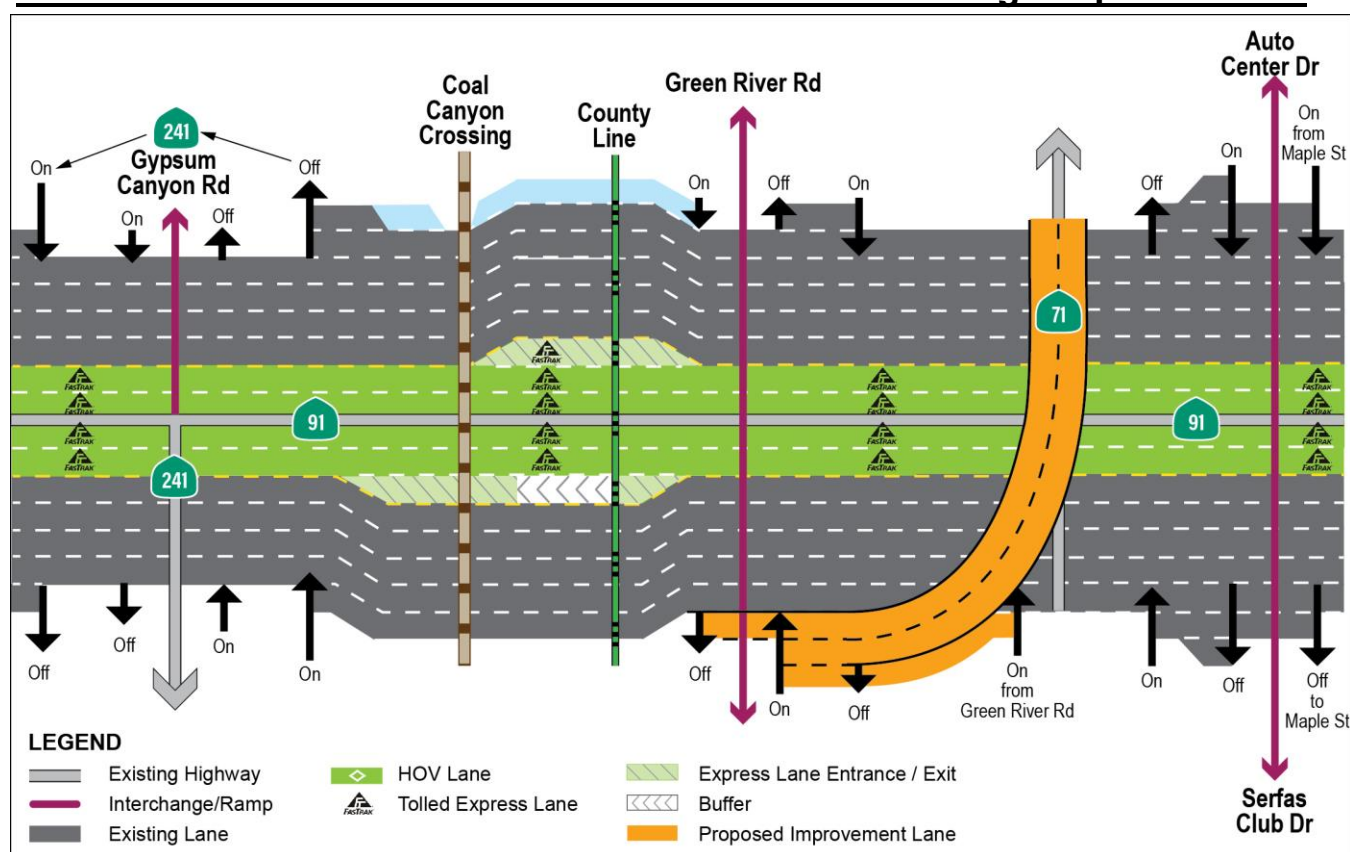
The 15/91 Express Lanes Connector is currently discussed in the environmental document for the SR-91 CIP that was completed in 2012. An environmental revalidation was completed in 2019. A Design-Build contract was awarded in Spring 2020 and the project is currently under construction.

Schedule and Cost

Construction is planned to be completed in 2023. The total project cost is estimated to be \$270,000,000.



SR-71/SR-91 Interchange Improvements



Project Description

The current project includes a new two-lane direct connector from eastbound (EB) SR-91 to northbound (NB) SR-71 and realignment of the existing Green River Road SR-91 EB on-ramp to provide connection to NB SR-71 and EB SR-91.

Key Considerations

Project improvements must be coordinated with the following projects: the SR-91 Sixth GP Lane Addition and the SR-241/SR-91 Tolled Express Connector. Close coordination with the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, and California Department of Fish and Wildlife will also be required as the connector crosses the Santa Ana River west of the Prado Dam.

Benefits

The project will provide a new direct connector improvement from EB SR-91 to NB SR-71, replacing the geometric choke point created by the existing loop connector. The project will also improve traffic operations and operational efficiency by eliminating or minimizing weaving conflicts through the use of auxiliary lanes.

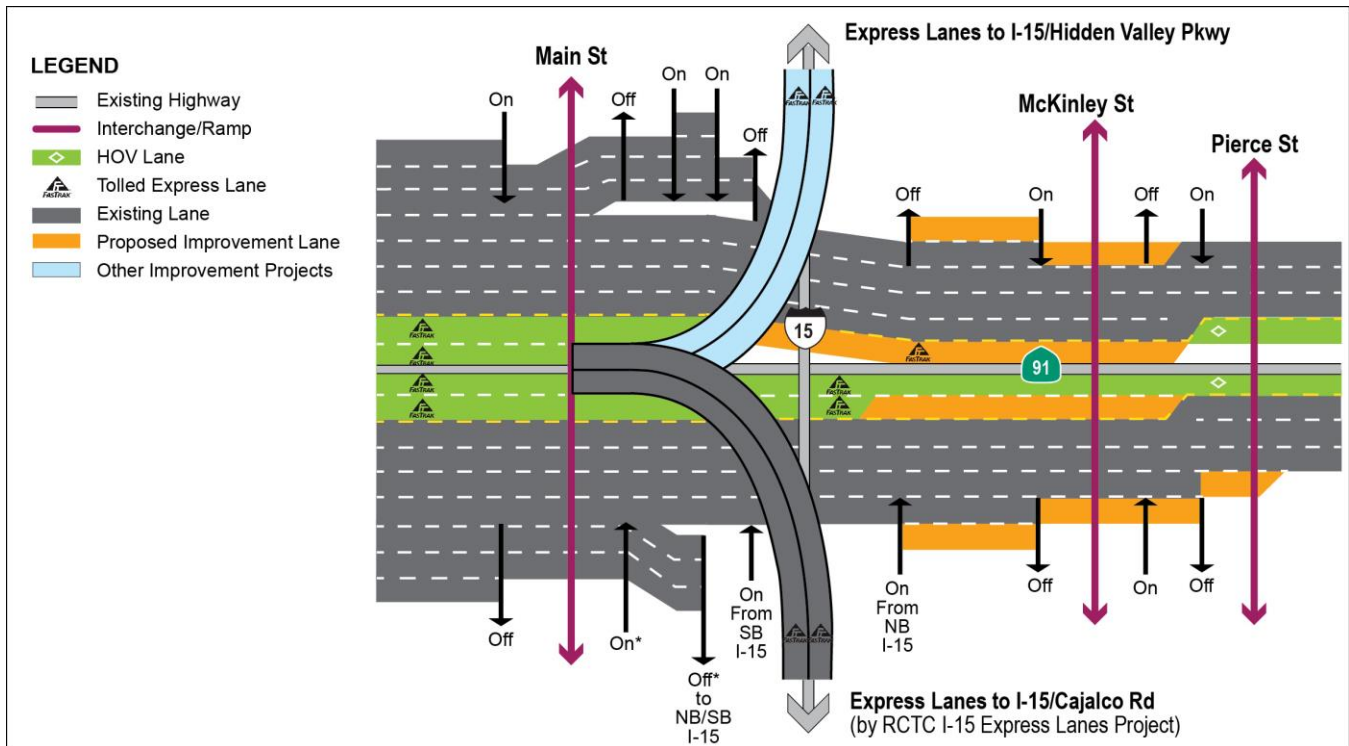
Current Status

The environmental phase was completed in 2011 and final design in 2015. An environmental revalidation and update to the final design is underway.

Schedule and Cost

Construction is planned for completion in 2025. Construction cost is estimated to be \$129,000,000.





Project Description

The Project Approval and Environmental Document (PA/ED) for the SR-91 Corridor Improvement Project (CIP), from SR-241 to Pierce Street, included the addition of a 5th lane in each direction, the addition of auxiliary lanes at various locations, the addition of collector-distributor lanes at the I-15/SR-91 interchange, the extension of the 91 Express Lanes from the Orange County line to I-15, the construction of a SR-91 Express Lanes median direct connector to and from I-15 South, a SR-91 Express Lanes median direct connector to and from I-15 North, and the construction of one Express Lane in each direction from the I-15/SR-91 interchange southerly to I-15/Cajalco Road (now part of RCTC I-15 Express Lanes Project), and easterly to east of McKinley Street. Due to funding constraints, a Project Phasing Plan was developed to allow an Initial Phase, with reduced improvements, to move forward as scheduled, with the remaining ultimate improvements to be completed later. The SR-91 improvements east of I-15, which includes extending an Express Lane east of McKinley Street and adding a general purpose lane to Pierce Street in each direction (the subject project), is a component of the SR-91 CIP that was not constructed with the Initial Phase.

Key Considerations

Coordination among many of the SR-91 freeway projects that overlap the project limits is critical to successfully delivering these projects on schedule and within budget. Designing to accommodate future projects is a recurring theme for each of these projects. Minimizing conflicts in scope between projects requires direct coordination between each project team. Additionally, future projects frequently have multiple alternatives under study, each with differing scope and construction footprints. Specifically, the project improvements need to continue to be coordinated with the SR-71/SR-91 interchange, the SR-241/SR-91 Tolled Express Connector, and 15/91 Express Lanes Connector.

Benefits

The SR-91 Improvements east of I-15 will reduce congestion and delays by providing additional SR-91 capacity from I-15 to Pierce Street.

Current Status

Preliminary engineering is complete but may need to be revisited at a future date. The SR-91 Improvements east of I-15 is currently discussed in the SR-91 CIP environmental document for the SR-91 that was completed in 2012.

Schedule and Cost

Anticipated project completion and cost are to be determined.

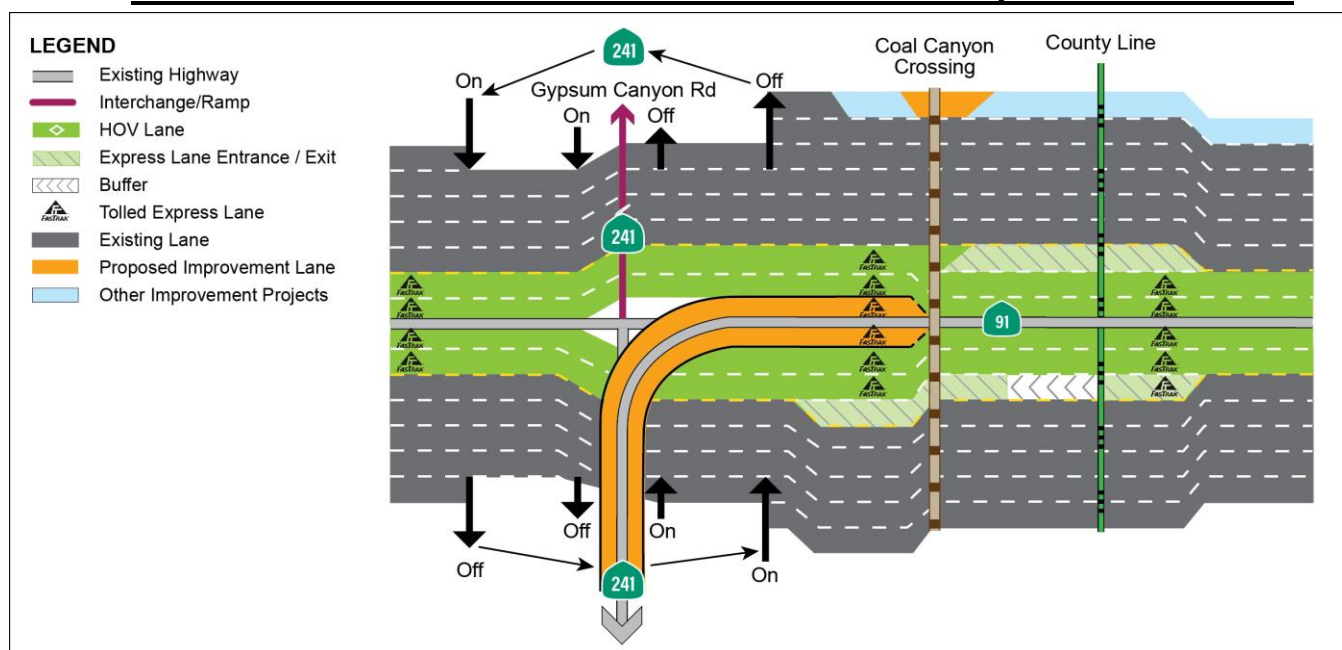
BI-COUNTY PROJECTS

There are three Bi-County improvement projects that will benefit both Orange and Riverside Counties. These projects include: the SR-241/SR-91 Tolled Express Connector and a Sixth Lane Addition (SR-241 to SR-71). The total cost for the projects is expected to be more than \$380 million (in 2022 dollars, or as noted).

Riverside County Project Summary		Cost (\$M)
SR-241/SR-91 Tolled Express Connector		380
Sixth Lane Addition (SR-241 to SR-71)		TBD
SUBTOTAL		380+



SR-241/SR-91 Tolloed Express Connector



Project Description

The SR-241/SR-91 Tolloed Express Connector will consist of a direct connector between the 241 Toll Road and 91 Express Lanes, carrying northbound 241 Toll Road traffic to the eastbound 91 Express Lanes and westbound 91 Express Lanes traffic to the southbound 241 Toll Road.

Key Considerations

The purpose of the project is to implement the build out of the Eastern Transportation Corridor as approved in 1994 in order to improve traffic operations on the northbound 241 Toll Road and the SR-91 general-purpose lanes while also maintaining reliable travel times and free flow speeds during peak periods on the 91 Express Lanes which were all key considerations in Caltrans' approval of the project. The project will require widening of SR-91 to accommodate the direct connector and associated Express Auxiliary Lanes in the median. The project's planned construction is aligned with the implementation of other planned improvements in the area including the 15/91 Express Lanes Connector, SR-91 Corridor Operations Project, and SR-71/SR-91 Interchange Improvements. Coordination will be conducted with local agencies to ensure the project avoids impacts to planned bicycle and trail connections on Gypsum Canyon Road per the City of Anaheim General Plan and OCTA Commuter Bikeways Strategic Plan.

Benefits

The project will provide connectivity between the 91 Express Lanes and the 241 Toll Road, which will enhance

operations along the SR-91 general purpose lanes while also improving traffic operations on the northbound 241 Toll Road.

Current Status

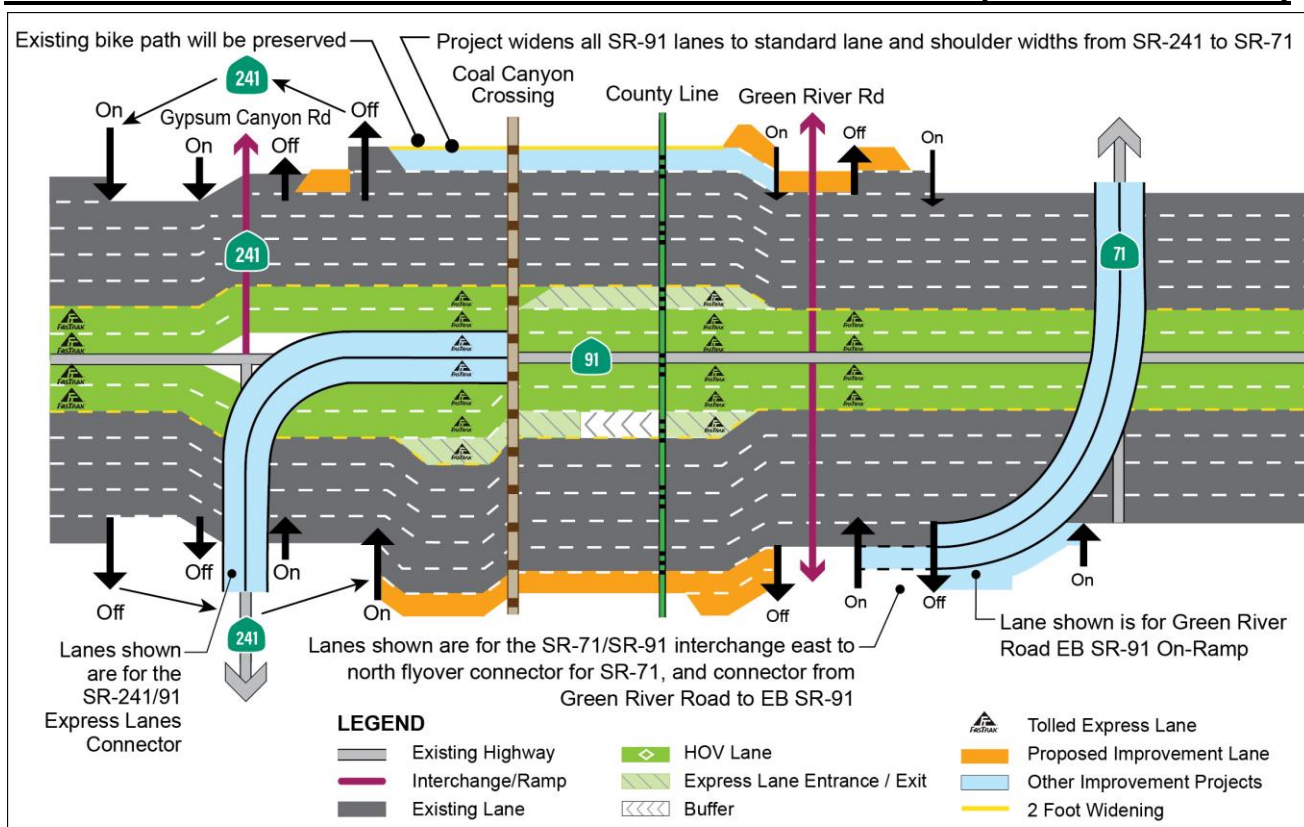
Preliminary engineering concepts for a SR-241/SR-91 Tolloed Express Connector have been developed by the Foothill/Eastern Transportation Corridor Agency (F/E TCA) and Caltrans, which were utilized for the environmental analysis. The 91 Express Lanes Extension and SR-241 Connector Feasibility Study was completed in March 2009 and was initiated to evaluate various alternatives. A Project Study Report was initiated in January 2011 and was completed in January 2012. The Draft Environmental Document was circulated for public review from November 7, 2016, through January 9, 2017. Caltrans's approval of the project with the Record of Decision was completed in March 2020. Final design is in progress.

Schedule and Cost

Agreements to document roles and responsibilities for F/ETCA funding, Caltrans construction, and OCTA/RCTC tolling operation of the project are under development by the multi-agency team. Final Design is expected to be completed in 2022. Construction is anticipated to last approximately 36 months beginning in 2023 with project opening in 2026. The total cost of the project will be approximately \$380,000,000.



Sixth Lane Addition (SR-241 to SR-71)



Project Description

The Project Approval and Environmental Document (PAVED) for the SR-91 Corridor Improvement Project (CIP), from SR-241 to Pierce Street, included the addition of a 5th lane in each direction, the addition of auxiliary lanes at various locations, the addition of collector-distributor lanes at the I-15/SR-91 interchange, the extension of the 91 Express Lanes from the Orange County line to I-15, the construction of a SR-91 Express Lanes median direct connector to and from I-15 South, a SR-91 Express Lanes median direct connector to and from I-15 North, and the construction of one Express Lane in each direction from the I-15/SR-91 interchange southerly to I-15/Cajalco Road (now part of RCTC I-15 Express Lanes Project), and easterly to east of McKinley Street. Due to funding constraints, a Project Phasing Plan was developed to allow an Initial Phase, with reduced improvements, to move forward as scheduled, with the remaining ultimate improvements to be completed later. The SR-91 sixth lane in each direction between SR-241 and SR-71 (the subject of this project) is a component of the SR-91 CIP that was not constructed with the Initial Phase.

Key Considerations

Coordination among many of the SR-91 freeway projects that overlap the project limits is critical to successfully delivering

these projects on schedule and within budget. Designing to accommodate future projects is a recurring theme for each of these projects. Minimizing conflicts in scope between projects requires direct coordination between each project team. Additionally, future projects frequently have multiple alternatives under study, each with differing scope and construction footprints. Specifically, the project improvements need to continue to be coordinated with the SR-71/SR-91 interchange and the SR-241/SR-91 Tolloed Express Connector.

Benefits

The Sixth Lane Addition will reduce congestion and delays by providing additional SR-91 capacity from SR-241 to SR-71.

Current Status

The Sixth Lane Addition is discussed in the SR-91 CIP environmental document that was completed in 2012. An alternatives analysis to evaluate potential improvement options in the eastbound direction was initiated in 2020 and completed in 2022.

Schedule and Cost

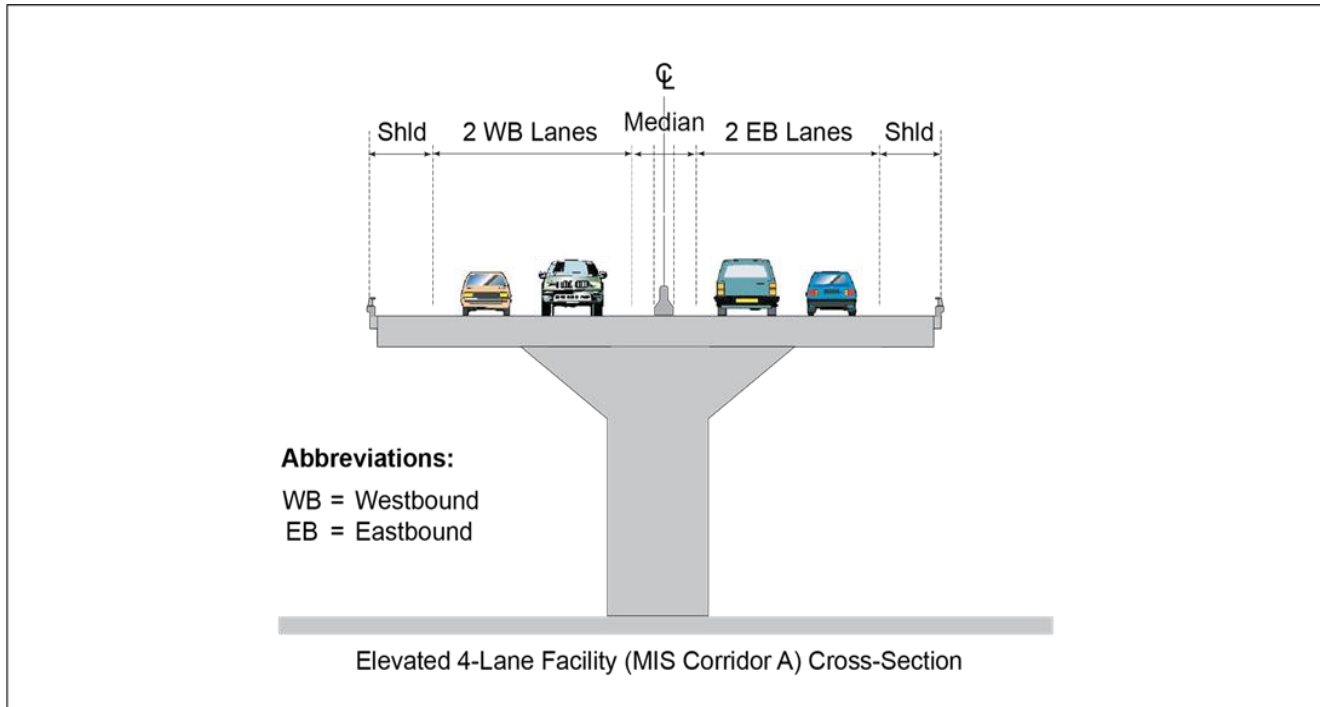
Anticipated project completion and cost are to be determined.

APPENDIX A - POST-2035 AND CONCEPTUAL PROJECTS

Concepts for potential Post-2035 implementation (potentially earlier if funding becomes available) focus on longer-lead time projects. This multi-billion dollar program may include: an elevated 4-lane facility (MIS Corridor A) from SR-241 to I-15; the Anaheim to Ontario International Airport Maglev High Speed Rail; the Irvine-Corona Expressway (ICE) 4-lane facility from SR-241/SR-133 to I-15/Cajalco Road (formerly known as MIS Corridor B), Westbound SR-91 to Southbound SR-55 Connector Improvements, Eastbound SR-91 Fifth Lane Addition at SR-241 and Fairmont Boulevard Improvements. These potential concepts include significant environmental constraints and right of way requirements in addition to requiring a significant amount of planning, design, and future policy and public input.

Concept Summary	Cost (\$M)
Elevated 4-Lane Facility (MIS Corridor A) from SR-241 to I-15	2,720
Anaheim to Ontario International Airport Maglev High Speed Rail	2,770-3,200
Irvine-Corona Expressway (ICE) 4-Lane Facility from SR-241/SR-133 to I-15/Cajalco Road	8,855
Westbound SR-91 to Southbound SR-55 Connector Improvements	75-150
Eastbound SR-91 Fifth Lane Addition at SR-241	31
Fairmont Boulevard Improvements	76.8
SUBTOTAL	14,527.8 – 15,032.8

Elevated 4-Lane Facility from SR-241 to I-15 (MIS Corridor A)



Concept Description

The improvements primarily consist of constructing a new 4-lane elevated expressway near or within the Santa Ana Canyon with freeway-to-freeway connectors at SR-241 and I-15. The facility may include managed lanes and potential reversible operations.

Key Considerations

Choice of alignment will be key to determining net capacity increase. Extensive right-of-way (R/W) will be required to implement the improvements if the alignment is not in the SR-91 corridor. When median connector projects or HOV/HOT projects are constructed and this 4-lane elevated facility is proposed within the median of SR-91 through Corona, then extensive managed lane closures would be required during construction (thus temporarily reducing SR-91 capacity during construction). An alternative could be studied for the median Corridor A viaduct along with reduced SR-91 geometric standards to minimize R/W impacts. Also, direct connectors (such as for High Occupancy Vehicle (HOV) / High Occupancy Toll (HOT) at I-15/SR-91) to/from the median could be precluded by Maglev columns located within the same median area. Caltrans and Maglev highway R/W, maintenance, safety, and operations considerations would need to be analyzed if shared use with a Maglev facility were pursued. Additional mitigation costs may be

required for improvements to SR-241 and SR-133 as a result of additional Corridor traffic volumes. Corridor A as managed lanes, with the extension of 91 Express Lanes to I-15, this project concept may affect traffic distribution due to “parallel” tolled facilities.

Benefits

The concept would provide significant congestion relief by allowing vehicles to bypass the at-grade freeway lanes and local arterial interchanges between SR-241 and I-15. Connections are proposed directly between SR-91, SR-241, and I-15.

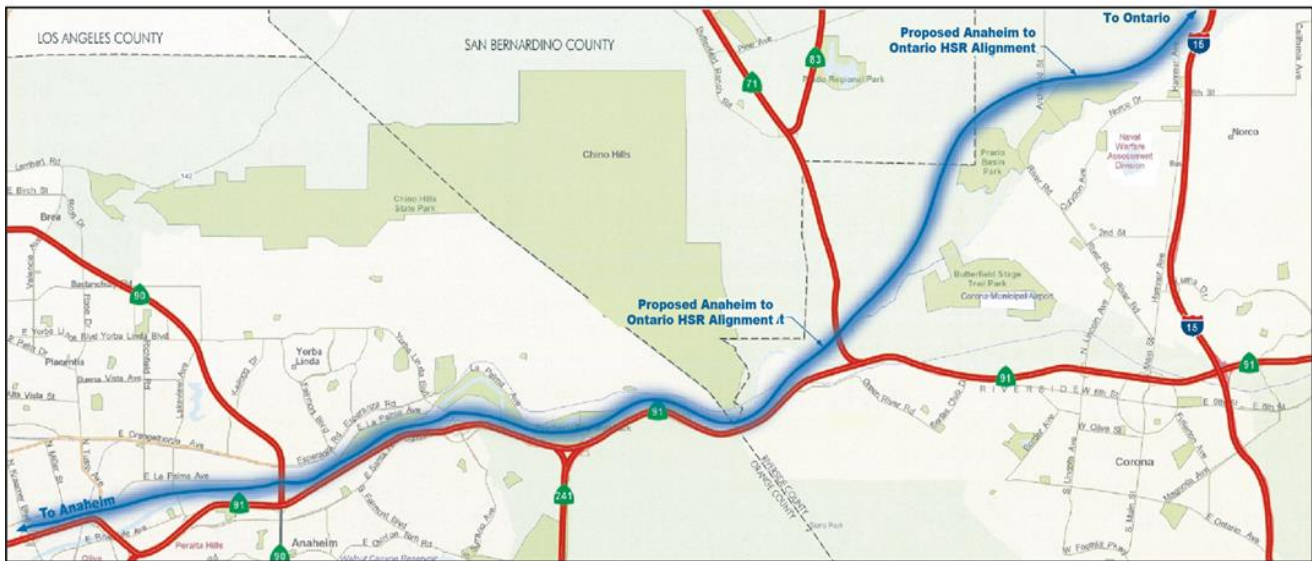
Current Status

This concept is identified in the Riverside County - Orange County Major Investment Study (MIS) as part of the Locally Preferred Strategy to improve mobility between Riverside County and Orange County. No project development work is planned at this time.

Schedule and Cost

Anticipated project completion is post-2035 and construction cost is estimated to be \$2,720,000,000 (2005 dollars).

Anaheim to Ontario International Airport Maglev High Speed Rail



LEGEND

- Existing Highway
- High Speed Rail Representative Alignment

REPRESENTATIVE ALIGNMENT SHOWN FOR ILLUSTRATIVE PURPOSES ONLY

Concept Description

Proposals for a new super-speed train corridor from Anaheim to Ontario are included in this concept. This concept includes an alternative that would use SR-91 right-of-way or would be aligned adjacent to SR-91 right-of-way or could potentially be co-located with the Major Investment Study (MIS) Corridor A alignment. Another alignment opportunity is being investigated along SR-57.

Key Considerations

Alternative alignment impacts to SR-91 right-of-way envelope and/or Santa Ana River are undetermined. The choice of alignment will potentially impact MIS Corridor A. Right-of-way (R/W) will be required to implement the improvements. Potential considerations for co-locating the Magnetic Levitation (Maglev) train adjacent to Corridor A (and also SR-91) include providing a two-column structure with a barrier between the trains and vehicles. Caltrans and Maglev highway R/W, maintenance, safety, and operations considerations would need to be analyzed if shared use with a Maglev facility were pursued. See the MIS Corridor A project for additional considerations. Coordination with Metrolink improvements will be required.

Benefits

The concept would provide congestion relief by providing a direct high-speed/high-capacity connection with Ontario International Airport for Orange County air passengers and business next-day deliveries. Maglev will make the trip in just 14.5 minutes. Relieves congestion on SR-91 by providing additional capacity in the corridor.

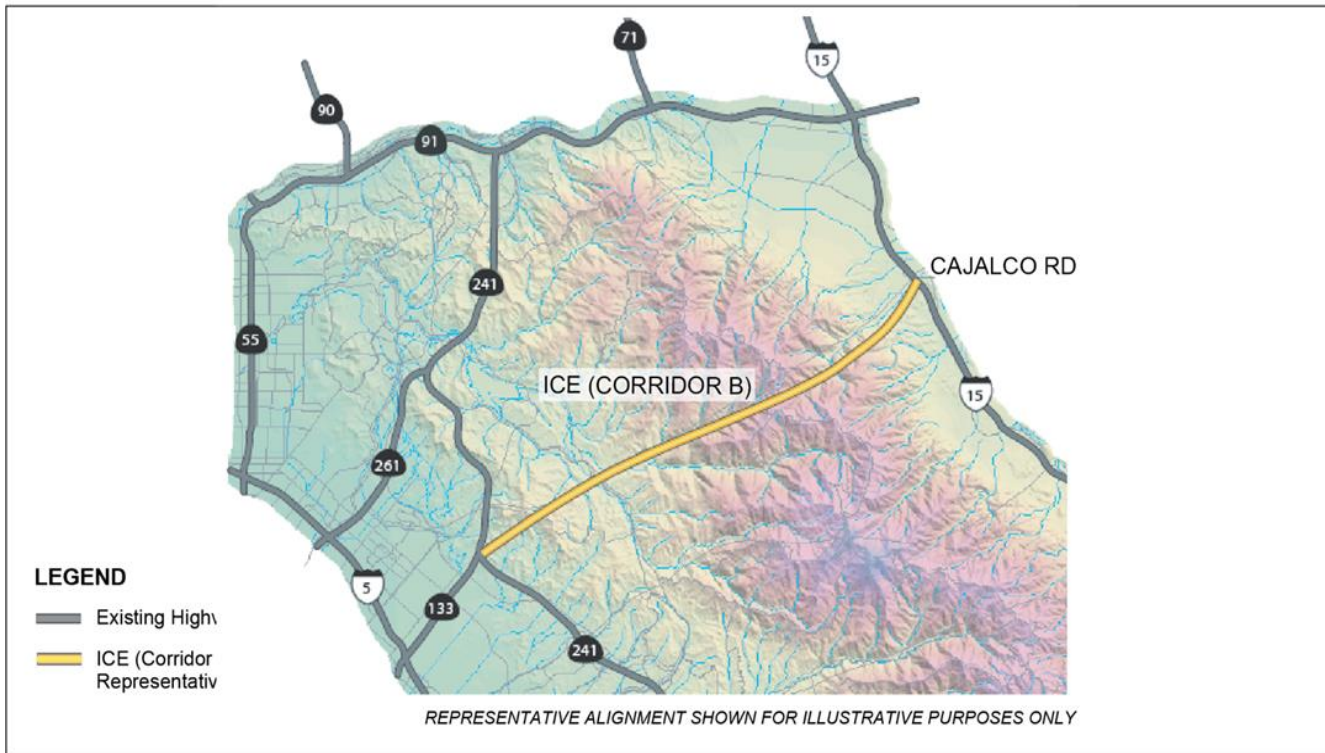
Current Status

Since 2012, no progress on this project has occurred. Preliminary design, engineering and Phases 1 and 2 of a Preliminary Environmental Impact Statement/Environmental Impact Statement (PEIS/EIS) are completed. Congress approved \$45M in SAFETEA-LU for the environmental phase of the project. Construction funding of up to \$7 billion was identified through a loan commitment from the China Export-Import Bank.

Schedule and Cost

Anticipated project completion is to be determined and construction cost is estimated to be from \$2,770,000,000 to \$3,200,000,000 (2012 dollars).

Irvine-Corona Expressway (ICE) from SR-241/SR-133 to I-15



Concept Description

The improvements primarily consist of constructing a highway and rail facility through the Cleveland National Forest with freeway-to-freeway connectors at SR-241/SR-133 and I-15/Cajalco Road. The facility would essentially be a continuation of SR-133 on the west end of the corridor, to I-15 on the east end.

Key Considerations

The tunnel concept is technically feasible based on the geotechnical investigation completed in December 2009. The initial project phase would be the construction of one 2-lane highway tunnel and one rail tunnel. The second project phase would include construction of a second 2-lane highway tunnel. Additional technical studies and geotechnical borings would be needed to refine the tunnel alignments and grades. Costs associated with the Irvine-Corona Expressway (ICE) tunnels are based on the Feasibility Evaluation Report completed in December 2009. A financial analysis will be needed for the construction, operations and toll requirements of the ICE tunnels. Land use changes and development have occurred in locations where this concept was conceptualized in 2006 which complicate the viability of original concept alignment. With further analysis, these changes would not exclude future potential alignment(s) connecting I-15 and SR-241/SR-133 via tunneling through the Cleveland National Forest. Land use patterns in the vicinity of this concept will be evaluated as part of this Plan's annual updates.

Benefits

The concept would provide significant congestion relief by providing an alternative route between Orange and Riverside counties and would allow vehicles to bypass SR-91 between SR-241 and I-15. The concept would not disrupt SR-91 traffic during construction and would allow for additional route selection for incident management, emergency evacuation, and for continuity of the highway network by linking SR-133 to I-15.

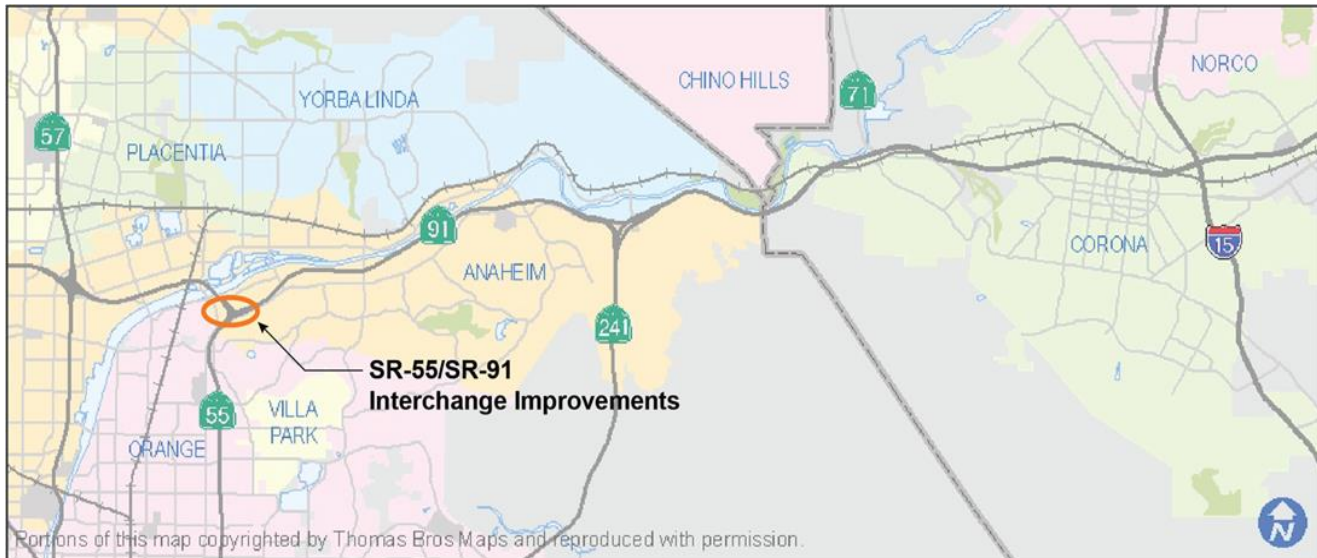
Current Status

On August 27, 2010, the Riverside Orange Corridor Authority Board took action to defer additional study of the ICE concept until such time as financial considerations improve and/or technological advancements warrant reexamination. Review of the concept shall be done annually through the SR-91 Implementation Plan update to determine if any of the major assumptions about financial considerations, private sector interest, or technological advancements have changed to make the tunnel financially viable. (See "ICE status summary" for further discussion).

Schedule and Cost

Anticipated project completion is post-2035 and construction cost is estimated to be \$8,855,000,000 (2009 dollars).

Westbound SR-91 to Southbound SR-55 Connector Improvements



Concept Description

The project consists of operational improvements by modifying the connector to SB SR-55 from WB SR-91. The improvements would extend to Lakeview Avenue to the east and would include a new connector from WB SR-91 to SB SR-55 as a potential right-hand exit.

Key Considerations

Right-of-way impacts, detailed SR-55/SR-91 interchange improvements, and downstream impacts to SR-55 require further evaluation in a subsequent phase of project development. Conceptual design of SR-55/SR-91 would be coordinated with completed improvements at SR-91 and Tustin Avenue, and with the SR-91 Environmental Study Improvements from SR-57 to SR-55. This study is currently being conducted.

Operational enhancements between SR-55 and Lakeview Avenue will provide some benefit for SR-55/SR-91 by addressing WB SR-91 weaving issues. In addition, the proposed WB drop-ramp from Lakeview AV has been designed to accommodate three WB through lanes on either side in order to reduce throwaway costs in the future should the SR-91 be shifted to accommodate a right-hand exit for SB SR-55.

Benefits

Interchange improvements are anticipated to provide congestion relief for WB SR-91 traffic and potentially improve the connection from WB SR-91 to SB SR-55.

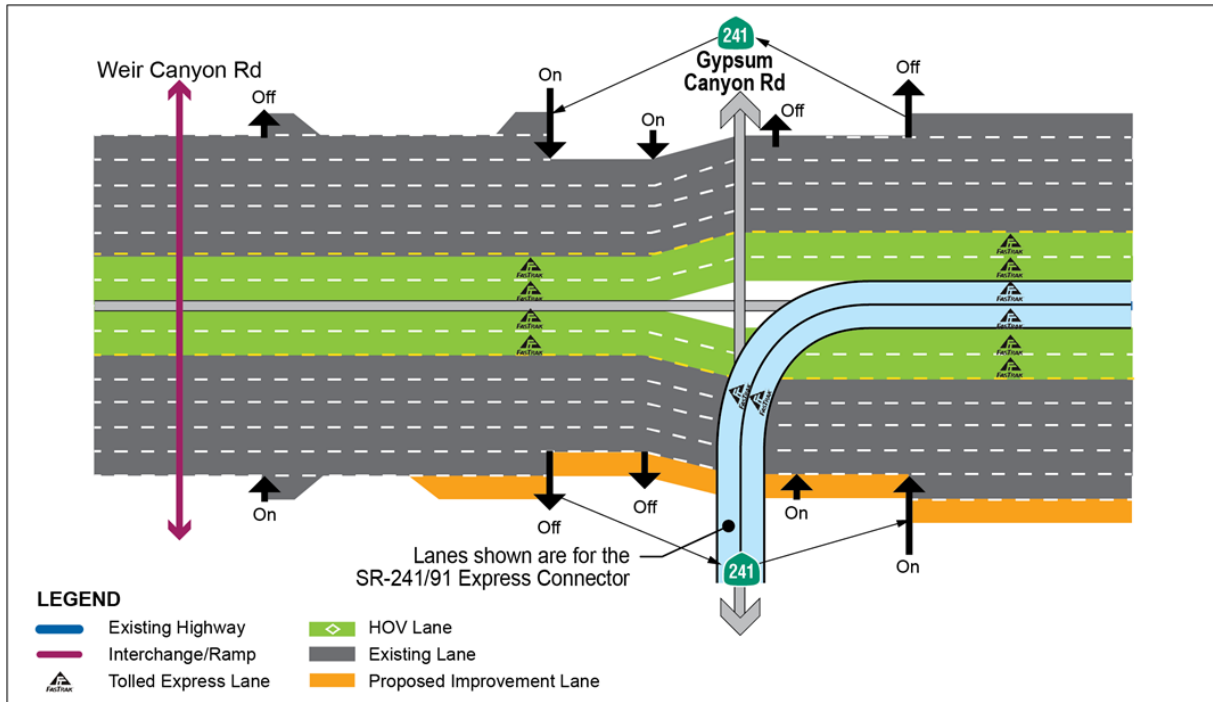
Current Status

SR-55/SR-91 project information was derived from the Final Alternatives Evaluation and Refinement Report, December 2005, by the Riverside County - Orange County Major Investment Study (MIS). Focused SR-91/SR-55 conceptual engineering needs to be scheduled. However, initial conceptual engineering was also studied as part of the SR-91 Feasibility Study Between State Route 57 and State Route 55 Interchange Areas in June 2009, and as part of the SR-91 Environmental Study Improvements from SR-57 to SR-55.

Schedule and Cost

Anticipated project completion is post-2035 and construction cost is estimated to be from \$75,000,000 to \$150,000,000 (2014 dollars).

Eastbound Fifth Lane Addition at SR-241



Concept Description

The location of the proposed EB SR-91 fifth general purpose (GP) lane addition (The Segment) is on EB SR-91 from Weir Canyon Road to the NB SR-241 Connector. The Segment consists of four GP lanes and two managed lanes (91 Express Lanes).

Upstream (westerly) from The Segment the EB SR-91 has 5 GP lanes and the 5th lane drops to the SB SR-241 Connector as some traffic volume exits to the SB SR-241. Downstream from The Segment the EB SR-91 gains the 5th lane back as the NB SR-241 Connector merges with SR-91 in a dedicated lane addition. This 5th lane continues beyond the Riverside County line providing enhanced mobility.

Key Considerations

This segment with four GP lanes might be creating a traffic choke point due to the decrease of capacity, potentially contributing to significant traffic delays passing through this segment along with other traffic issues such as queue jumping, weaving, merging and operational speed differential. However, additional traffic from NB SR-241 to EB SR-91 and Gypsum Canyon Rd on-ramp suggest balancing the number of lanes should be carefully examined. As such, additional capacity will enhance EB freeway operations along this Segment.

Benefits

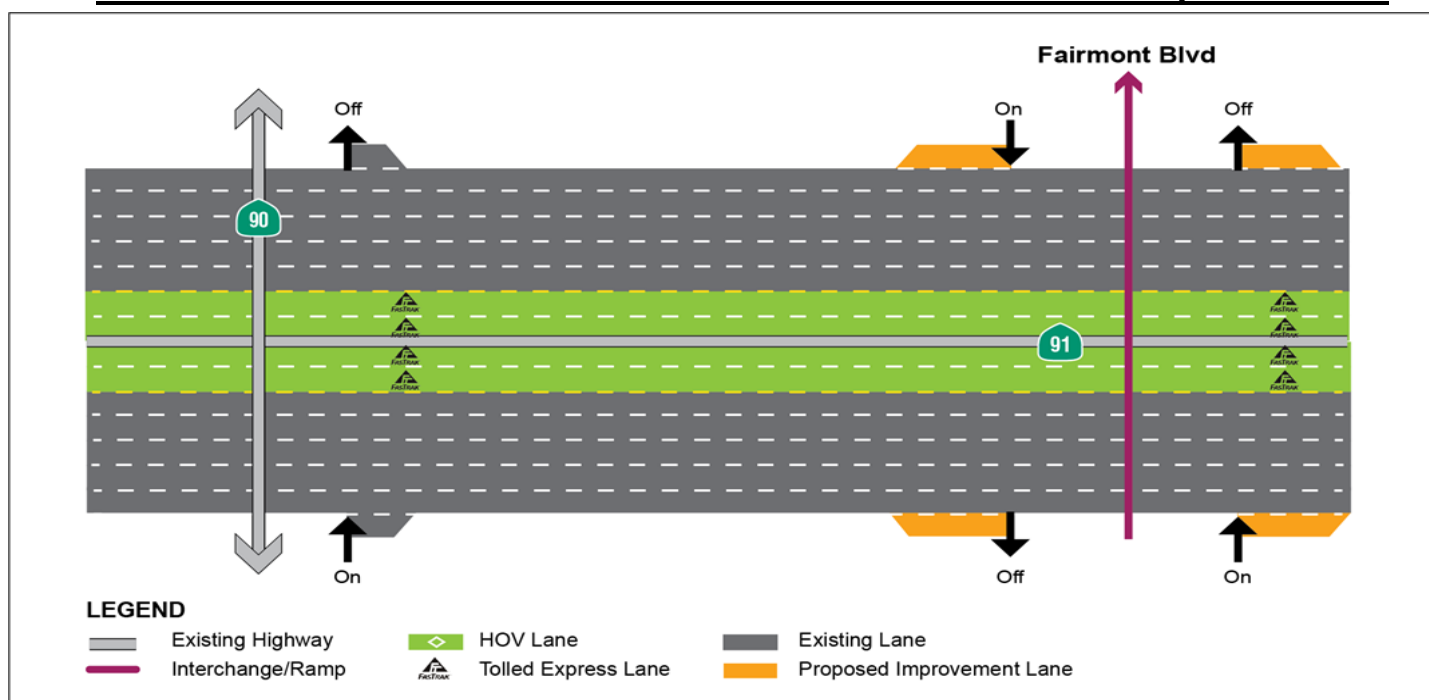
- 1) Extends the existing 5th EB GP lane easterly and ties it to the existing 5th lane downstream. This could provide capacity enhancement and may result in removing an existing choke point. Significant delay savings is anticipated.
- 2) Potentially eliminate queue jumping in this area from EB SR-91 as well as Weir Canyon Rd.
- 3) Potentially reduce speed differential between through lanes, thus creating a more balanced flow.
- 4) Potentially provide balanced lane utilization at high traffic demand area.

Current Status

Additional traffic analysis and study is required to confirm the benefits to EB SR-91 by the proposed improvements. This location was identified by Caltrans as a high congestion location in the County. The concept is intended to improve the choke point that exists due to the presence of a 4-lane segment between 5-lane freeway segments.

Schedule and Cost

Total project cost, based on Caltrans' estimate, is \$31.25 million. Project schedule has not been determined.



Project Description

The project would provide a new interchange with SR-91 at Fairmont Boulevard. On and off ramps will connect Fairmont Boulevard from the north to eastbound (EB) and westbound (WB) SR-91. The proposed interchange does not include a vehicular Fairmont Boulevard connection to Santa Ana Canyon Road to the south. A pedestrian/bicycle connection is also proposed between La Palma Avenue and Santa Ana Canyon Road. This bridge and pathway will allow for direct Santa Ana River Trail access from both Anaheim south of SR-91 and from Yorba Linda.

Key Considerations

Interchange spacing and weaving issues (to SR-55) need to be evaluated. Widening of SR-91 may be needed to accommodate interchange ramps. Proximity of the Santa Ana River may require that the WB ramp junction be located north of the river. New connection requirements and interchange spacing needs to be considered. Ramp and bridge placement needs to take pedestrian/bicycle bridge into account or incorporate the pedestrian/bike path into the design beyond the vehicular access limits of the project.

Benefits

The interchange is expected to relieve congestion at Imperial Highway (SR-90), Lakeview Avenue, and Weir Canyon Road Interchanges. Preliminary traffic modeling shows a 10-15% decrease in volumes at Weir Canyon and SR-90 interchanges with the interchange alternative.

Current Status

The City of Anaheim completed a conceptual engineering study in December 2009 for the interchange. Multiple alternatives have been developed as part of the conceptual engineering study. Bicycle/pedestrian bridge is currently in initial planning stages. Project development is pending funding identification. On July 24, 2017, OCTA staff along with a senior staff member of WSP presented the findings of a 91 Express Lanes intermediate access study. The study provided various alternatives, traffic modeling, and financial impacts of the additional access. At the conclusion of the discussion, the OCTA Board of Directors did not authorize additional analysis for the intermediate access.

Schedule and Cost

Anticipated project completion is post 2035 and construction cost is estimated to be \$76,800,000 (costs from 2009 Feasibility Study). R/W cost is undetermined. Cost excludes any potential impact to Santa Ana River.

APPENDIX B - COMPLETED PROJECT EXHIBITS

The following exhibits represent completed projects from previous Plans since 2006 and are intended to be used as a reference to illustrate the progress made since the inception of the Plan. Note: some projects listed in the Plan as completed (see Section 1, Project Accomplishments) are not included herein since there was no exhibit created or necessary for use with prior Plans (such as for restriping projects, various safety enhancements, minor operational improvements, etc.).

Project Improvements	Constructed
Green River Road Overcrossing Replacement	March 2009
North Main Street Corona Metrolink Station Parking Structure	June 2009
Eastbound Lane Addition from SR-241 to SR-71	September 2010
Widen SR-91 between SR-55 and SR-241 by Adding a 5 th GP Lane in Each Direction	December 2012
SR-91 WB Lane at Tustin Avenue	April 2016
Metrolink Service Improvements	June 2016
Initial Phase CIP: Widen SR-91 by One GP Lane in Each Direction East of Green River Rd, CD Roads and I-15/SR-91 Direct South Connector, Extension of Express Lanes to I-15 and System/Local Interchange Improvements	July 2017
Express Bus Service	2019
La Sierra Metrolink Parking Improvements	February 2019
SR-91 Corridor Operations Project	February 2022

Green River Road Overcrossing Replacement

Appendix Project No: B-1

Actual Completion: March 2009

Project Costs

Capital Cost	\$ 21,000,000
Support Cost	\$ 3,000,000
R/W Cost	\$301,000
Total Project Cost	\$ 24,301,000

Project Schedule

Preliminary Engineering	Completed
Environmental	Completed
Design	Completed
Construction	Completed

Project Schedule Caltrans Equivalents:

Preliminary Engineering = PID

Environmental = PA/ED

Design = PS&E

Abbreviations:

CD = Collector Distributor Lane

FTR = Future

HOV = High Occupancy Vehicle

SHLD = Shoulder

Project Description

Improvements primarily consist of replacing the existing Green River Road overcrossing with a new six-lane wide, 4-span overcrossing to accommodate future widening of SR-91. The interior spans will accommodate up to eight mainline lanes in each direction including two HOV lanes. The exterior spans can accommodate two lanes, either for auxiliary lanes or collector distributor roads. Entrance and exit ramps will be realigned and widened to accommodate the new bridge, yet the interchange will retain its current configuration. New signals will be installed at the ramp intersections. Ramp and bridge improvements will be constructed within existing right of way.

Key Considerations

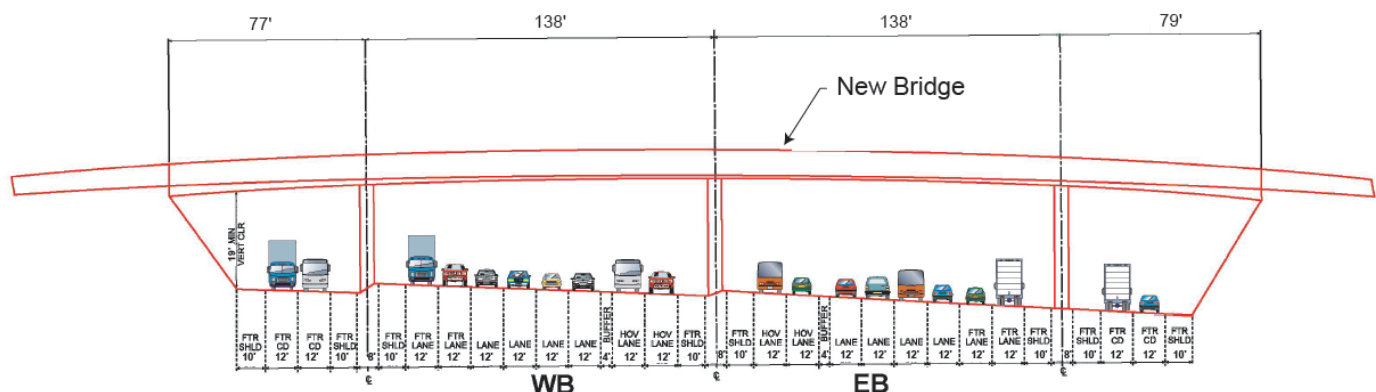
Design interface is required with the Eastbound Lane Addition from SR-241 to SR-71, SR-71/SR-91 Interchange Improvements, SR-91 Corridor Improvement Project, and SR-241/SR-91 HOV/HOT Connector.

Benefits

The project will improve the level of service at ramp and local street intersections at the interchange. Improvements will reduce ramp queues that extend into the freeway's general purpose lanes, thus contributing to congestion relief on SR-91.

Current Status

The project began construction in March 2007 and was completed in March 2009.



GREEN RIVER BRIDGE CROSS-SECTION

NOTE: All dimensions are approximate



North Main Street Corona Metrolink Station Parking Structure

Appendix Project No: B-2

Actual Completion: June 2009

Project Costs

Capital Cost	\$ 20,000,000
Support Cost	\$ 5,000,000
R/W Cost	\$0
Total Project Cost	\$ 25,000,000

Project Schedule

Preliminary Engineering	Completed
Environmental	Completed
Design	Completed
Construction	Completed

Project Description

The project provides a six level parking structure with 1,065 parking stalls. The construction is within the existing North Main Street Metrolink station property in Corona.

Key Considerations

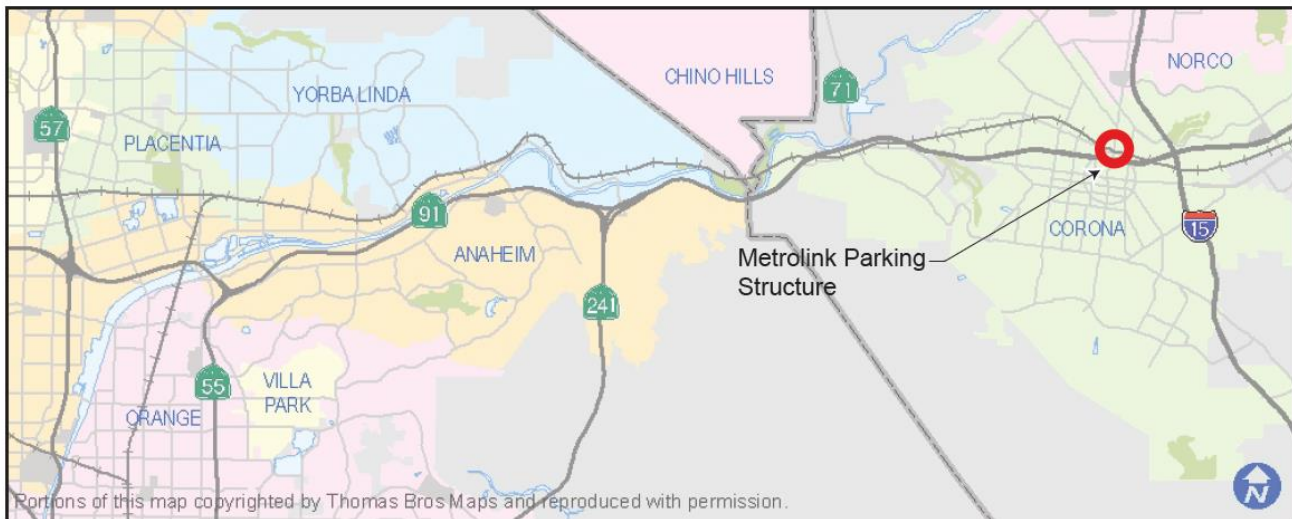
Proposed improvements were constructed within existing right of way. Currently there are 700 users of the facility, 200 more that were previously able to accommodate. Additionally RCTC has opened up the lot to park and ride carpools and vanpools and has issued over 120 permits for carpools to use the expanded station. This shows an added benefit of supporting carpooling as well as transit to offset congestion on SR-91.

Benefits

Demand for parking currently exceeds the capacity at the North Main Street Corona station. New parking capacity will allow Metrolink ridership to increase thereby diverting vehicle trips from SR-91.

Current Status

Construction was initiated in January 2008 and was completed in June 2009. The project was funded with Federal Congestion Management and Air Quality (CMAQ) funds.



Eastbound Lane Addition from SR-241 to SR-71

Appendix Project No: B-3

Actual Completion: September 2010

Project Cost Estimate

Capital Cost	\$ 41,000,000
Support Cost	\$ 8,000,000
R/W Cost	\$ 2,200,000
Total Project Cost	\$ 51,200,000

Project Schedule

Preliminary Engineering	Completed
Environmental	Completed
Design	Completed
Construction	Completed

Project Description

The project will provide an additional eastbound (EB) lane from the SR-91/SR-241 interchange to the SR-71/SR-91 interchange and will widen all EB lanes and shoulders to standard widths.

Key Considerations

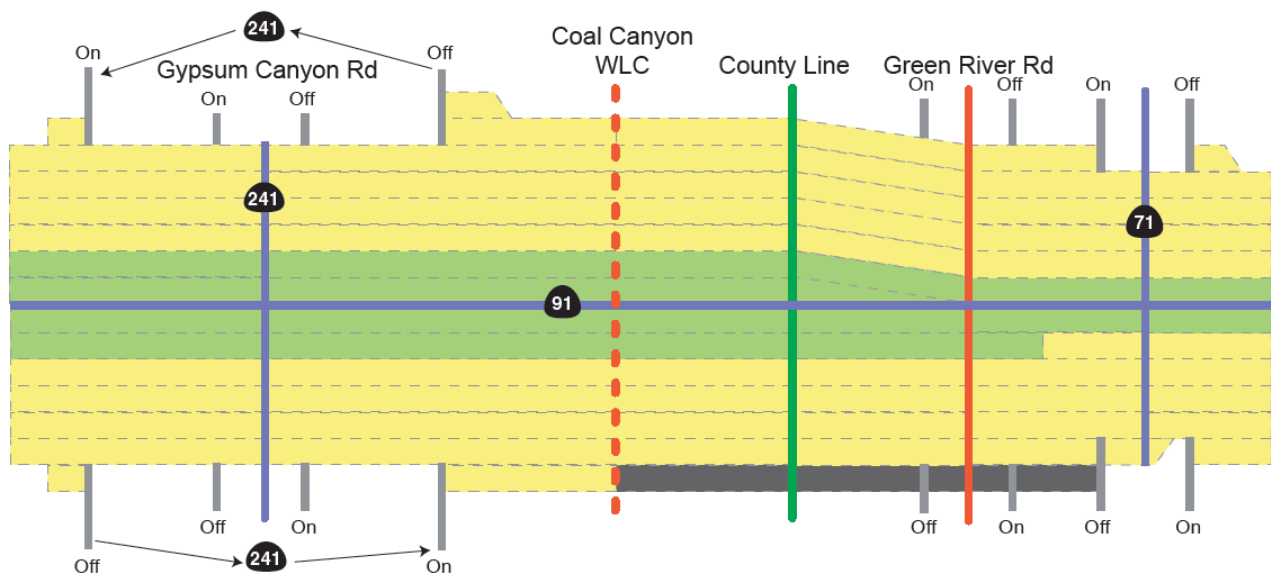
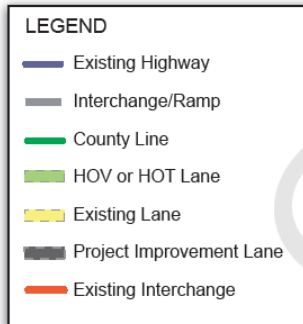
Coordination with the SR-91 Corridor Improvement Projects (Project #3 and #11) will be required. Staged construction would be required for all ramp reconstruction and freeway widening. Freeway operations would most likely be affected by this project, however, freeway lane closures are not anticipated. An EB concrete shoulder will be constructed with a 12 foot width to provide for future widening as contemplated by Project #3 and #11.

Benefits

The lane addition would help to alleviate the weaving condition between SR-241 and SR-71, as well as remove vehicles from the SR-91 mainline that would be exiting at Green River Road and SR-71.

Current Status

Funding is from the American Recovery and Reinvestment Act (ARRA) with \$71.44M approved, and the balance of project costs are from other sources. Construction began in late 2009 and was completed in September 2010.



Widen SR-91 between SR-55 and SR-241 by Adding a 5th GP Lane in Each Direction

Appendix Project No: B-4 Actual Completion: January 2013

Project Costs

Capital Cost	\$ 65,005,000
Support Cost	\$ 19,639,000
R/W Cost	\$ 573,000
Total Project Cost	\$ 85,217,000

Project Schedule

Preliminary Engineering	Completed
Environmental	Completed
Design	Completed
Construction	Completed

Project Description

This project proposes capacity and operational improvements by adding one general purpose (GP) lane on eastbound (EB) SR-91 from the SR-55/ SR-91 connector to east of the Weir Canyon Road interchange and on westbound (WB) SR-91 from just east of Weir Canyon Road interchange to the Imperial Highway (SR-90) interchange. Additionally, this project would facilitate truck traffic approaching the truck scales in both directions.

Key Considerations

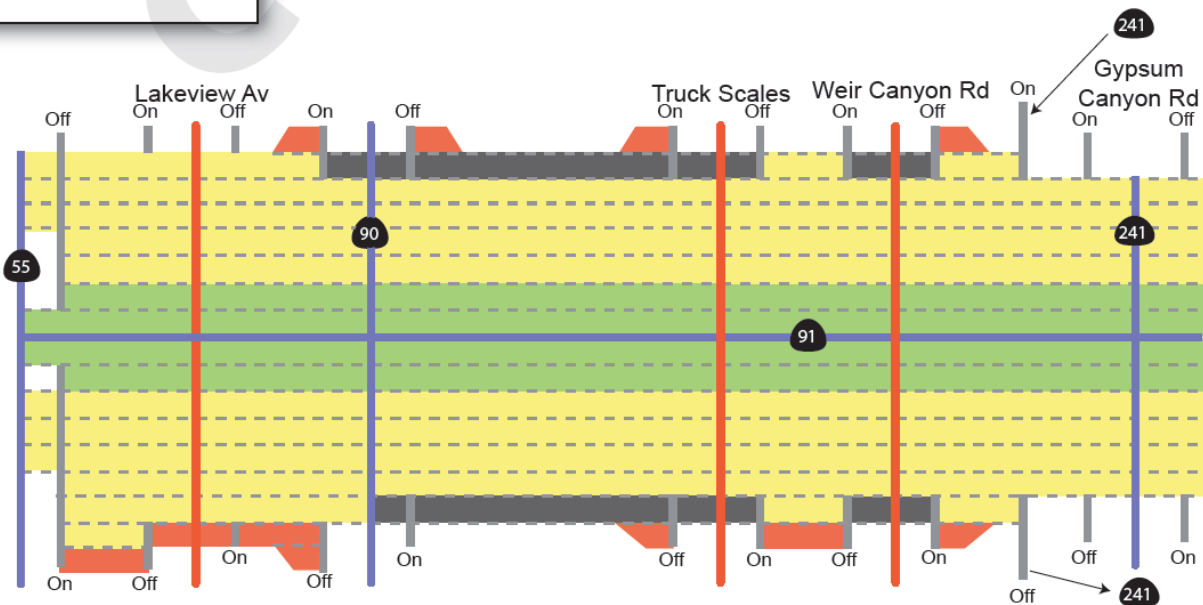
Caltrans is not considering relocation of the truck scales at this time.

Benefits

Alleviates congestion on WB SR-91 by eliminating the lane drop at the truck scales and providing a continuous GP lane to SR-90. Alleviates congestion on EB SR-91 by eliminating the lane drop for northbound (NB) SR-55 at SR-91 by providing an auxiliary lane to Lakeview Avenue, and at SR-90 by providing a continuous GP lane through Weir Canyon

LEGEND

- Existing Highway
- Interchange/Ramp
- Existing Interchange
- HOV or HOT Lane
- Existing Lane
- Project Improvement Lane
- Auxiliary Lane



NOTE: FAIRMONT BLVD IS CONTINGENT UPON IMPLEMENTATION OF THE PROJECT



SR-91 WB Lane at Tustin Avenue

Appendix Project No: B-5 Actual Completion: April 2016

Project Cost Estimate*

Capital Cost	\$ 22,218,000
Support Cost	\$ 16,382,000
R/W Cost	\$ 4,682,000
Total Project Cost	\$ 43,282,000

Project Schedule

Preliminary Engineering	Completed
Environmental	Completed
Design	Completed
Construction	Completed

Project Description

The project will add a westbound (WB) auxiliary lane on SR-91 beginning at the northbound (NB) SR-55 to WB SR-91 connector through the Tustin Avenue interchange. This project includes approximately 1.1 lane miles.

Key Considerations

Build Alternative 3 was selected from the Project Study Report (PSR), *On Westbound (WB) SR-91 Auxiliary Lane from the Northbound (NB) SR-55/WB SR-91 Connector to the Tustin Avenue Interchange*, and requires additional right-of-way. City of Anaheim utilities are within close proximity of the proposed widening section. Widening of the Santa Ana River bridge is required. Coordination with the City of Anaheim occurred for widening of Tustin Avenue and the WB SR-91 Off-Ramp that was completed in early 2011.


Benefits

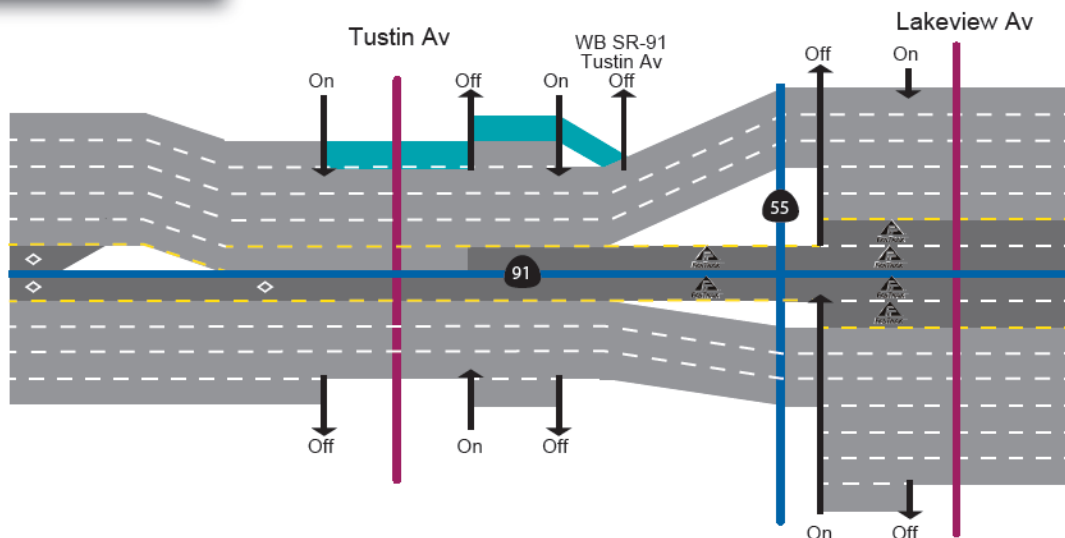
The project would reduce or eliminate operational problems and deficiencies on this section of WB SR-91 including weaving and merging maneuvers. This project would also address choke-point conditions, which are caused primarily by extensive weaving between the NB SR-55 to WB SR-91 connector and the WB SR-91 off-ramp to Tustin Avenue.

Current Status

Preliminary engineering was completed and approved by Caltrans. The environmental phase was completed in November 2010, and design was completed in mid-2013. Construction was initiated in February 2014. The project received \$14M from the Proposition 1B State-Local Partnership Program (SLPP), \$14M from Measure M, with the balance from Regional Improvement Program (RIP) funds. Contract acceptance and open to traffic in May 2016.

LEGEND

- Existing Highway
- Interchange/Ramp
- County Line
- ◇ HOV Lane
-  Tolled Express Lane
- Existing Lane
- Proposed Improvement Lane



Metrolink Service Improvements

Appendix Project No: B-6

Actual Completion: 2016

Project Cost Estimate*

IEOC Service Cost	\$ 1,160,000
Perris Valley Line Cost	\$ 248,000,000
Total Metrolink Costs	\$ 249,160,000

Project Schedule

Complete 2016

* Costs from OCTA and RCTC
(in 2015 dollars)

Project Description

There are sixteen daily trains that run on the IEOC Line and nine trains running on the Los Angeles to Riverside portion of 91/Perris Valley (91/PV) Line for a total of 25 daily trains. The long-term service improvements will include 24 IEOC trains by 2030.

The Perris Valley portion of the 91 Line extends Metrolink service southeast by 25 miles, from Riverside to Perris. The project is located within the right of way of the existing San Jacinto Branch Line through Riverside, Moreno Valley and Perris. Construction began in October 2013, cost approximately \$248 million, and the extension opened to the public in June 2016. The inaugural schedule (December 2015) includes nine trains through to Los Angeles and 12 between Perris and Riverside.

Key Considerations

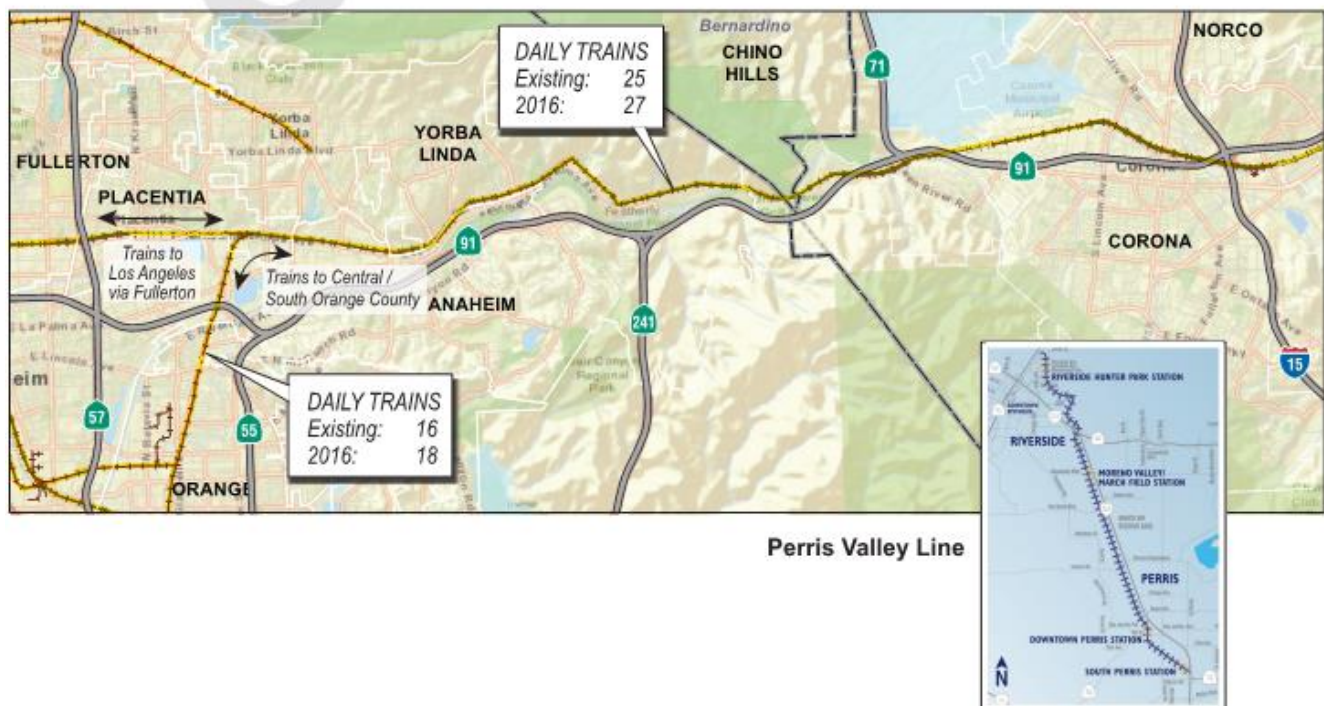
Construction of the new Placentia Metrolink station will improve passenger access to the 91/PV Line, by creating a station between Fullerton and Corona. Improvements at the Anaheim Canyon station are designed to account for future expansion of the IEOC rail service.

Benefits

Enables development of expanded Metrolink service, improved efficiency, and fosters train ridership growth in the region, which will contribute to congestion relief on SR-91.

Current Status

Two additional IEOC Line roundtrips were added in late 2015, and in mid-2016, nine trains began service on the Perris Valley extension to the 91/PV Line.



Initial Phase CIP: Widen SR-91 by One GP lane In Each Direction East of Green River Road, CD Roads and I-15/SR-91 Direct South Connector, Extension of Express Lanes to I-15 and System / Local Interchange Improvements

Project No: B-7

Actual Completion: 2017

Project Cost Estimate*

Total Capital Cost	\$ 1,161,000,000
Support Cost	\$ 246,000,000
Total Project Cost	\$ 1,407,000,000

Project Schedule**

Preliminary Engineering	Completed
Environmental	Completed
Design/Construction	2013-2017

* Cost obtained for Initial Phase is from RCTC (2014 dollars)

** Schedule for Initial Phase; subsequent phase for Ultimate Project anticipated in 2035

Project Description

The approved Project Study Report (PSR) for the SR-91 Corridor Improvement Project (CIP), from SR-241 to Pierce Street, includes the addition of a 5th general purpose lane in each direction, the addition of auxiliary lanes at various locations, additional lanes at the SR-71/SR-91 interchange (Project #5), and collector-distributor (CD) lanes at the I-15/SR-91 interchange. Subsequently, the Riverside County Transportation Commission's (RCTC) 10-Year Delivery Plan recommended the following in addition to the PSR recommended improvements: the extension of the 91 Express Lanes from the Orange County line to I-15, the construction of SR-91 (EB/WB)/I-15 (SB/NB) Express Lanes median direct connectors, and the construction of one Express Lane in each direction from the I-15/SR-91 interchange southerly to I-15/Cajalco Road, and northerly to I-15/Hidden Valley Parkway. An Express Lanes ingress/egress lane is also planned near the County Line. Due to economic conditions, a Project Phasing Plan was developed to allow an Initial Phase with reduced improvements to move forward as scheduled, with the remaining ultimate improvements to be completed later. The following is a summary of the deferred ultimate improvements: I-15/SR-91 median North Direct Connector, and I-15 Express Lanes North to Hidden Valley Parkway (Project #9); general purpose lanes and Express Lanes from I-15 to Pierce Street; and general purpose lanes from SR-241 to SR-71. The I-15 Express Lanes to be extended from Ontario Avenue to Cajalco Road are included in RCTC's I-15 Express Lane Project with an anticipated completion in 2020.

Key Considerations

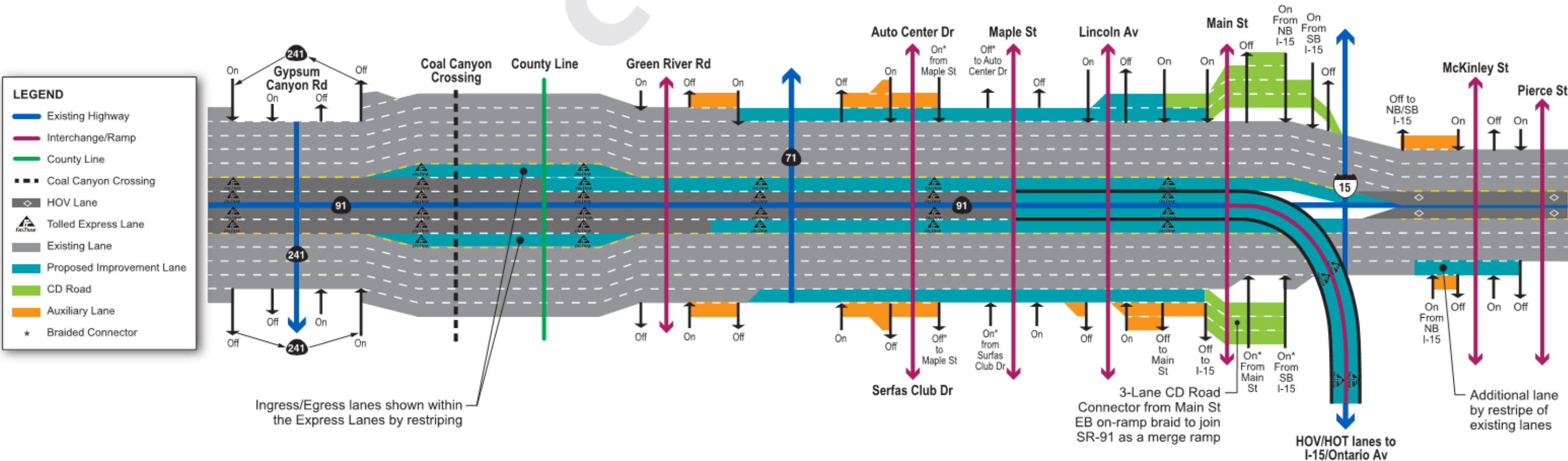
Coordination among many of the SR-91 freeway projects that overlap the project limits is critical to successfully delivering these projects on schedule and within budget. Designing to accommodate future projects is a recurring theme for each of these projects. Minimizing conflicts in scope between projects requires direct coordination between each project team. Additionally, future projects frequently have multiple alternatives under study, each with differing scope and construction footprints. Specifically, the project improvements need to continue to be coordinated with the SR-71/SR-91 Interchange, the SR-241/91 Express Connector, and RCTC's I-15 Express Lane Project.

Benefits

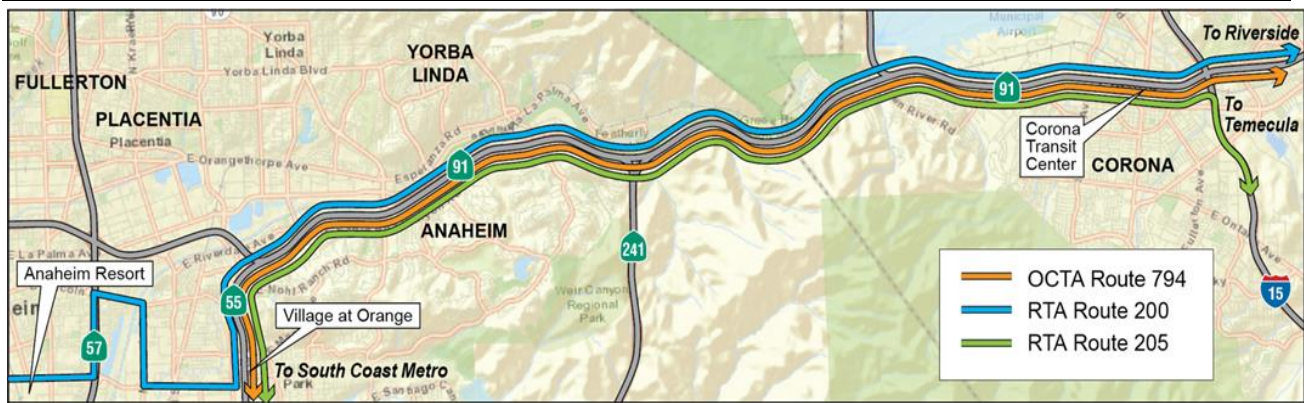
The Initial Phase and Ultimate CIP projects will reduce congestion and delays by providing additional SR-91 capacity from SR-241 to Pierce Street, along I-15 from SR-91 to Cajalco Road to the south, and to Hidden Valley Parkway to the north. Traffic operations will improve by eliminating or reducing weaving conflicts along SR-91 and I-15 by the use of CD roads and auxiliary lanes. The project will provide motorists a choice to use Express Lanes for a fee in exchange for time savings.

Current Status

The environmental phase was completed in Fall 2012. A Design-Build contractor was selected in May 2013 and construction activities began in early 2014 for the Initial Phase. The project is anticipated to open to traffic in Spring 2017 with final project acceptance anticipated at the end of 2017.



Express Bus Service Improvements



Project Description

Orange County Transportation Authority (OCTA), working with the Riverside County Transportation Commission (RCTC) and the Riverside Transit Agency (RTA), operate Express Bus service between Riverside and Orange counties. Commuters lack direct transit connections to some Orange County employment centers not served by Metrolink. The Express Bus service provides this connection.

Existing Service

OCTA has operated Route 794 since 2006 from Riverside County to Hutton Centre and South Coast Metro (shown in orange above). On Route 794, OCTA removed trips to Corona in February 2018 based on low ridership. OCTA currently operates six morning westbound trips and five afternoon eastbound trips to/from the La Sierra Metrolink Station. Two new Express Bus routes were implemented by RTA in January 2018 between Riverside County and Orange County including RTA Route 200 (shown in blue above) from San Bernardino/Riverside to the Anaheim Resort. The route provides hourly service on weekdays and 90-120 minute service on weekends with a fleet of six buses. RTA Route 205 (shown in green above) from Lake Elsinore/Temecula/ Corona to the Village at Orange includes three AM and three PM roundtrips with 3 buses.

New Service

The Express Bus Routes have been fully implemented as of FY19 and there are no planned service additions. Changes to routes may be made in the future based on available funding and ridership demand.

Key Considerations

Intercounty Express Bus service is effective between locations where transit travel times by Express Bus would be more competitive than Metrolink and connecting rail feeder buses.

Benefits

Express Bus services contribute to congestion relief on SR-91.

Current Status

Since completion of the 91 Express Lanes, RTA more than doubled its Express Bus service on SR-91. Currently, OCTA operates 11 bus trips per day on SR-91. RTA now operates 47 trips on weekdays (up from 18 trips that Route 216 provided weekdays) and 18 trips on weekends (up from 8 trips provided by Route 216) on SR-91 Express Lanes. Service hours for this expansion is an extra 21,445 hours per year and is being served by five new coaches added to the RTA fleet.

Schedule and Cost

The Express Bus Routes have been fully implemented as of FY19. Ongoing operating costs average \$4,892,000 per year and capital costs average \$1,174,000 per year (2019 dollars). The annual capital cost was increased in 2019 to reflect the future cost of complying with the new Innovative Clean Transit regulation.

La Sierra Metrolink Parking Improvements



*Image source:
Riverside Transit Agency, April 2019*

Project Description

There are currently 1,000 spaces available. RCTC is implementing a parking lot expansion to include an additional 496 spaces and six bus bays to accommodate RTA Express Lane Service 200 that originates at Metrolink San Bernardino Transit Center with stops along Riverside Downtown Metrolink Station, Metrolink La Sierra, the Village at Orange, ARTIC, Disneyland, and Anaheim Convention Center, as well as other potential bus routes in the future.

Benefits

The 496 parking spaces will provide for existing and future demand. The parking lot expansion will provide for ADA parking, RTA express service, commuter rail, and vanpool.

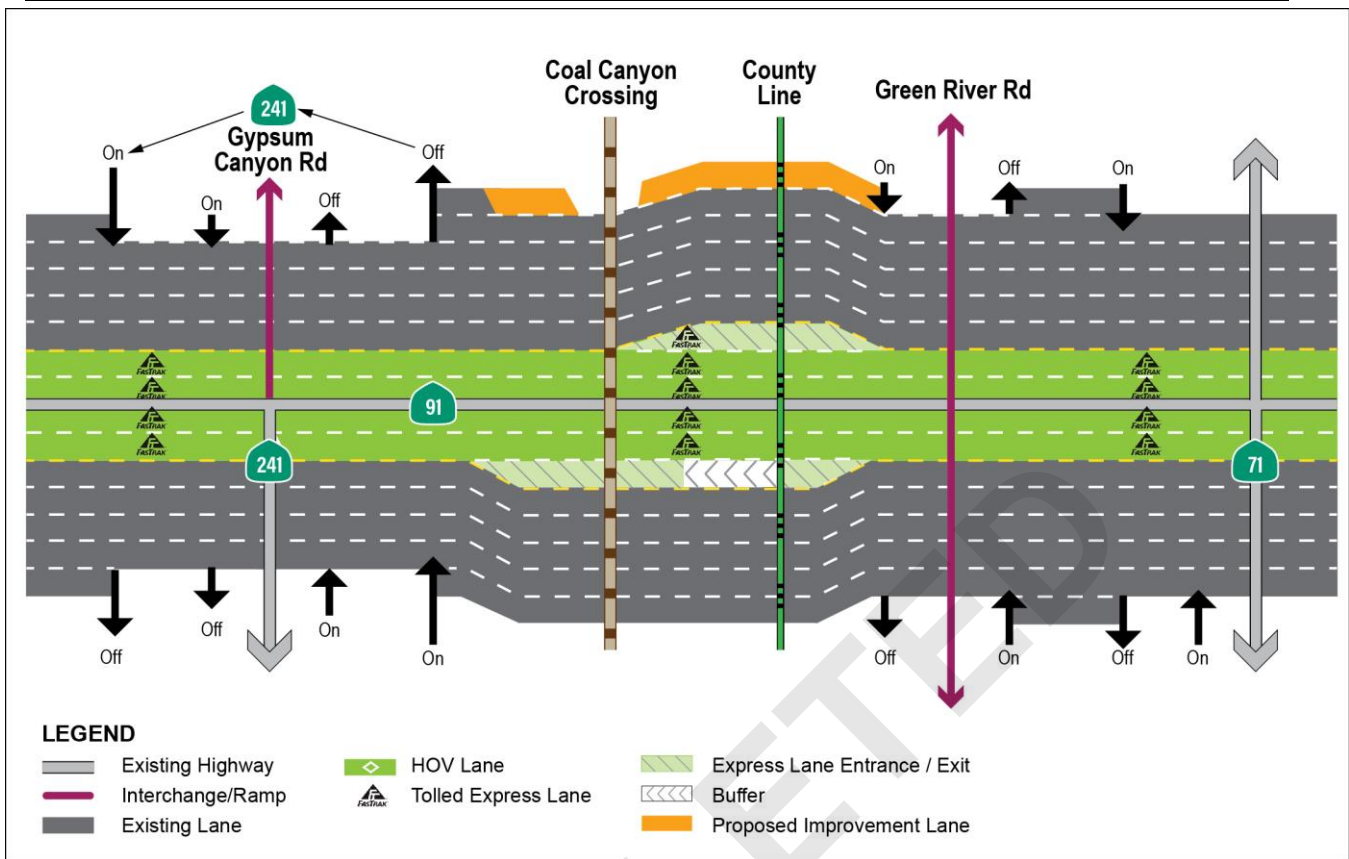
Current Status

Construction and project implementation has begun.

Schedule and Cost

Construction was completed in February 2019. The project cost is estimated to be \$6,260,000.

SR-91 Corridor Operations Project



Project Description

The Riverside County portion of the 91 Express Lanes began operation in March 2017. Throughout the first year of operation, RCTC made minor operational improvements to improve the SR-91 corridor travel between State Route 241 (SR-241) and McKinley Street. In November 2018, RCTC implemented additional striping and signage improvements to westbound SR-91 at the McKinley entrance to the 91 Express Lanes as well as the County Line access location to further enhance efficiency along the westbound SR-91 corridor between McKinley Street and SR-241. In December 2018, the RCTC Commission authorized its staff to proceed with a project to construct an additional westbound lane along SR-91 between Green River Road and SR-241 (the subject of this project). This new project is now known as the SR-91 Corridor Operations Project (91 COP).

Key Considerations

The goal of this project is to implement a substantial operational improvement that is cost effective and timely to address the peak period bottleneck conditions along

westbound SR-91 near the County Line. Key considerations include reducing impacts to adjacent land and local streets by the use of retaining walls and minimizing throw-away costs with future projects. Specifically, the project improvements need to be coordinated with the SR-241/SR-91 Tolled Express Connector and the SR-91 Sixth GP Lane Addition projects.

Benefits

The 91 COP will reduce congestion and delays along westbound SR-91 between McKinley Street and SR-241.

Current Status

This project is within the footprint of the SR-91 Sixth GP Lane Addition project that was an element of the SR-91 CIP environmental document approved in 2012. An environmental revalidation for the 91 COP was completed in Spring 2020. Construction began in November 2020.

Schedule and Cost

Construction is planned for completion in 2022. The total project cost is estimated to be \$38,000,000.



APPENDIX C - REFERENCES

The following documents and resources were used in the development of the 2022 Plan. Data was provided by OCTA, RCTC, Caltrans Districts 8 and 12, Transportation Corridor Agencies (TCA), other agencies, and online resources.

Measure M Next 10 Delivery Plan (Next 10 Plan), November 14, 2016

Riverside Transit Agency, Ten-Year Transit Network Plan, January 22, 2015

PSR-PDS on Route 91 Between SR-57 and SR-55, October 2014

PS&E for “Westbound State Route 91 Auxiliary Lane from the NB SR-55/WB SR-91 Connector to the Tustin Avenue Interchange”, 2014

PS&E for Initial SR-91 CIP Project, 2014

California Transportation Commission, Corridor Mobility Improvement Account (CMIA), Amended December 2012

M2020 Plan (Measure M), September 2012

PSR-PDS for SR-241/SR-91 Tolloed Express Connector, January 2012

Project Report and Environmental Document (EIR/EIS) for SR-91 CIP from SR-241 to Pierce Street Project, October 2012

PS&E “On State Route 91 Between the SR-91/SR-55 Interchange and the SR-91/SR-241 Interchange in Orange County”, April 2011

Corridor System Management Plan (CSMP) Orange County SR-91 Corridor Final Report, August 2010

Project Study Report/Project Report “Right of Way Relinquishment on Westbound State Route 91 Between Weir Canyon Road and Coal Canyon”, May 2010

SR-91/Fairmont Boulevard Feasibility Study, December 2009

Feasibility Evaluation Report for Irvine-Corona Expressway Tunnels, December 2009

Plans, Specifications and Estimates (PS&E) for Eastbound SR-91 lane addition from SR-241 to SR-71, May 2009

PSR “On State Route 91 Between the SR-91/SR-55 Interchange and the SR-91/SR-241 Interchange in Orange County”, April 2009

91 Express Lanes Extension and State Route 241 Connector Feasibility Study, March 2009

PSR/PR “On Gypsum Canyon Road Between the Gypsum Canyon Road/SR-91 Westbound Off-Ramp (PM 16.4) and the Gypsum Canyon Road/SR-91 Eastbound Direct On-Ramp (PM 16.4)”, June 2008

Orange County Transportation Authority Renewed Measure M Transportation Investment Plan, November 2006

Riverside County-Orange County Major Investment Study (MIS) – Final Project Report: Locally Preferred Strategy Report, January 2006

California – Nevada Interstate Maglev Project Report, Anaheim-Ontario Segment; California-Nevada Super Speed Train Commission, American Magline Group, August 2003

Route Concept Reports for SR-91, Caltrans Districts 8 and 12

Various Preliminary Drawings and Cross Sections, Caltrans Districts 8 and 12



AGENDA ITEM 7F

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 13, 2022
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Timothy Green, Senior Management Analyst Hector Casillas, Right of Way Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Agreements for On-Call Right of Way Engineering and Surveying

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Award Agreement No. 22-31-057-00 with Psomas for the on-call right of way engineering and surveying services for a three-year term for an amount not to exceed \$750,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement, on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to execute task orders under the terms of the agreements.

BACKGROUND INFORMATION:

Right of way engineering and surveying services are necessary to support the Right of Way department's Commission projects, future Measure A highway and rail projects, as well as projects for the Western Riverside County Regional Conservation Authority (RCA), for which the Commission is the managing agency as of January 1, 2021.

Right of way engineering and surveying companies provide boundary maps, monumentation maps, survey control maps, records of survey, parcel or appraisal maps, lot line adjustments, and legal descriptions and plat maps, among other services. These companies also meet the requirements of Caltrans in providing base mapping and pre-construction and post-construction monumentation.

The Commission utilizes these services when acquiring property for projects or to determine property boundaries on property already owned by the Commission. Often, the Commission will call on these companies to stake or mark the areas of a property that are proposed to be acquired, obtaining useful information for the Commission's appraisers, right of way agents, and

the property owners. The current on-call right of way engineering and surveying services contract will be expiring June 30, 2022; therefore, staff is procuring a new on-call contract.

Procurement Process

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

RFQ No. 22-31-057-00 for On-Call Right of Way Engineering and Surveying was released by staff on March 24, 2022. The RFQ was posted on the Commission's Planet Bids website, which is accessible through the Commission's website. Through Planet Bids, 46 firms downloaded the RFQ; 8 of these firms are located in Riverside County. A pre-submittal meeting was held on April 5, 2022 and attended by 6 firms. Staff responded to all questions submitted by potential proposers prior to the April 11, 2022, clarification deadline. Three firms – Guida Surveying (Irvine); K&A Engineering (Corona); and Psomas (Riverside) – submitted statements of qualifications prior to the 2:00 p.m. submittal deadline on April 21, 2022. Of the three proposals submitted, two were responsive and responsible as staff determined that the proposal submitted by K&A Engineering was non-responsive due to not meeting the Disadvantaged Business Enterprise (DBE) requirements set forth in the RFQ. Utilizing the evaluation criteria set forth in the RFQ, the firms were evaluated and scored by an evaluation committee comprised of Commission staff.

Based on the evaluation committee's assessment of the written proposals and pursuant to the terms of the RFQ, the evaluation committee shortlisted and invited two firms to the interview phase of the evaluation and selection process. Interviews of the shortlisted firms – Guida Surveying and Psomas– were conducted on May 12, 2022.

The evaluation committee conducted a subsequent evaluation of each firm, based on both written and interview components presented to the evaluation committee by each proposer. Accordingly, the evaluation committee determined Psomas to be the most qualified firm to provide On-Call Right of Way Engineering and Surveying services. The evaluation committee recommends contract award to Psomas for a three-year term, in an amount not to exceed \$750,000, as this firm earned the highest total evaluation score.


The on-call, indefinite delivery/quantity task order type contract does not guarantee work to the awardee; therefore, no funds are guaranteed to the consultant. Services will be provided through the Commission's issuance of contract task orders to the consultant on an as-needed basis. Staff will review the task orders by analyzing costs and comparing consultant's level of

effort with similar task orders performed in the past. To ensure the consultant's price is fair and reasonable, the Commission's internal auditor is auditing the consultant's indirect cost rate, wages, and other direct costs.

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

FISCAL IMPACT

Funding for these agreements will be provided by various highway, rail, and conservation project budgets.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2022/23 and 2023/24+	Amount:	\$200,000 \$550,000
Source of Funds:	2009 Measure A, State Transportation Improvement Program, various Federal, and Transportation Uniform Mitigation Fees, RCA reimbursements			Budget Adjustment:	No
GL/Project Accounting No.:	623999 81403 00013 0000 262 31 81403 654199 81403 00013 0000 265 33 81403 r22001 81403 00013 0000 750 68 81403				
Fiscal Procedures Approved:				Date:	06/16/2022

Attachments: Draft On-Call Professional Services Agreement 22-31-057-00 with Psomas

<i>Approved by the Western Riverside County Programs and Projects Committee on June 27, 2022</i>					
In Favor:	9	Abstain:	0	No:	0

**PROFESSIONAL SERVICES AGREEMENT
WITH PROPOSITION 1B, FTA AND FHWA FUNDING ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
PSOMAS
FOR ON-CALL RIGHT OF WAY
ENGINEERING AND SURVEYING SERVICES**

Parties and Date.

This Agreement is made and entered into this ____ day of _____, 2022, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **PSOMAS** ("Consultant"), a **CORPORATION**. The Commission and Consultant are sometimes referred to herein individually as "Party", and collectively as the "Parties".

Recitals.

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

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

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

D. A source of funding for payment for on-call professional consulting services provided under this Agreement may be State Proposition 1B funds, Federal Highway Administration Funds ("FHWA") administered by the California Department of Transportation ("Caltrans"), and/or funds from the Federal Transit Administration ("FTA").

E. Consultant desires to perform and assume responsibility for the provision of certain on-call right of way engineering and surveying services in the County of Riverside, California. Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the Commission and the Consultant ("Task Order"). Consultant represents that it is experienced in providing such services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

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

Terms.

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

2. The Consultant shall commence work upon receipt of a written "Notice to Proceed" or "Limited Notice to Proceed" from Commission.

3. Pre-Award Audit. As a result of the federal funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before the Commission will consider approval of this Agreement. The federal aid provided under this Agreement is contingent on meeting all Federal requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitate Federal and State process reviews. In addition, the applicable federal agency, or Caltrans acting in behalf of a federal agency, may require that prior to performance of any work for which Federal reimbursement is requested and provided, that said federal agency or Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms

of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 23 and 24 of this Agreement.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end three years from the date set forth above. All Task Order work should be completed within the term.

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

5.3 This Agreement shall remain in effect until the date set forth above, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

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

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

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

9. Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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

11. Task Orders; Commencement of Services; Schedule of Services. Consultant shall commence Services under a Task Order within five (5) days of receiving a fully executed Task Order from the Commission. Task Orders shall be in substantially the form set forth in Exhibit "B" attached hereto and incorporated herein by reference. Each Task Order shall identify the funding source(s) to be used to fund the Services under the relevant Task Order, and Consultant shall comply with the requirements specified herein, and in the attached exhibits, applicable to the identified funding source(s).

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

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

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

11.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

12. Delay in Performance.

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

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

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

13. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with Federal funding. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

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

15. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator, Caltrans and FHWA to inspect or review Consultant's work in progress at any reasonable time.

16. Claims Filed by Contractor.

16.1 If claims are filed by the Commission's contractor for the Project ("Contractor") relating to work performed by Consultant's personnel, and additional information or assistance from the Consultant's personnel is required by the Commission in order to evaluate or defend against such claims; Consultant agrees to make reasonable efforts to make its personnel available for consultation with the Commission's construction

contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

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

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

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

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

18. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. For example, and not by way of limitation, Consultant shall keep itself fully informed of and in compliance with all implementing regulations, design standards, specifications, previous commitments that must be incorporated in the design of the Project, and administrative controls including those of the United States Department of Transportation. Compliance with Federal procedures may include completion of the applicable environmental documents and approved by the United States Department of Transportation. For example, and not by way of limitation, a signed Categorical Exclusion, Finding of No Significant Impact, or published Record of Decision may be required to be approved and/or completed by the United States Department of Transportation. For Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it

to be contrary to such laws, rules and regulations and without giving written notice to the Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

19. Fees and Payment.

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

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

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

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

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

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

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

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

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

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

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

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

20. Disputes.

20.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be

decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant.

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

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

21. Termination.

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

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

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

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

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

Agreement. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

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

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

21.8 Consultant may not terminate this Agreement except for cause.

22. Cost Principles and Administrative Requirements.

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

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

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

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

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

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

24. Audit Review Procedures.

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

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

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

25. Subcontracting.

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

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

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

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

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

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

26. Equipment Purchase

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

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

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

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

27. Labor Code Requirements.

27.1 Prevailing Wages.

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

(b) Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration,

demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

(c) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

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

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

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

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

trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

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

28. Ownership of Materials/Confidentiality.

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

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

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

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

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

Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

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

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

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

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

28.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any

other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

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

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

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

30. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, Caltrans and their directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, inverse condemnation, and any claims related to property acquisition and relocation rules or failure to detect or abate hazardous materials, which are brought by a third party, and which , in any manner arise out of or are incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers,

employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, Caltrans, and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, Caltrans and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, Caltrans or their directors, officials officers, employees, consultants, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant'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 Consultant. Consultant's obligations as set forth in this Section 29 shall survive expiration or termination of this Agreement.

31. Insurance.

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

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

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

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

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

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

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

(a) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate

limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

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

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

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

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

(c) Workers' Compensation and Employers Liability Coverage.

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

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

(d) All Coverages.

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

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

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

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

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

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

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly

reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(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.

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

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

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

31.9 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

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

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

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

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

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

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

34. Prohibited Interests.

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

34.2 Consultant Conflict of Interest

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

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

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

(d) Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

(e) Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

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

34.4 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular

working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

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

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

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

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

(b) The Consultant's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was

entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

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

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

38. Disputes; Attorneys' Fees.

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

38.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and, all other costs of such actions.

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

40. 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.

41. 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:

Psomas
1650 Spruce Street, Suite 400
Riverside, CA 92507
Attn: Sean Smith

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.

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

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

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

45. 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.

46. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided by this Agreement are provided, in whole or in part, from the United States Department of Transportation, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Department of Transportation Requirements and California Department of Transportation (Caltrans) DBE program requirements) attached hereto and incorporated herein by reference. When funding for the Services under a Task Order is provided, in whole or in part, from the FTA, Consultant shall also fully and adequately comply with the

provisions included in Exhibit "F" (FTA Requirements) attached hereto and incorporated herein by reference

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

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

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

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

51. Attorney Client Privilege. The Parties recognize that, during the Project, the Commission and its attorneys will engage in communication that gives rise to an attorney client privilege of confidentiality ("Confidential Communication"). Given the nature of the work done by Consultant for the Commission, it may be necessary for the Consultant to participate in Confidential Communications. To the extent that (i) the Consultant is a party to any Confidential Communication, and (ii) a third party seeks discovery of such communications, then the Consultant shall be deemed to be an agent of the Commission solely for purposes of preserving any attorney client privilege in the relevant Confidential Communication. Any such attorney client privilege shall be held by the Commission and the Consultant is not authorized to waive that privilege or, otherwise, disclose such Confidential Communication except as set forth below. This Section is intended to maintain the privilege in any privileged Confidential Communications that are (1) between and among Commission, Consultant, and Commission's attorneys; (2) between Consultant (on behalf of the Commission) and Commission's attorneys; (3) Confidential Communications that occur in Closed Session meetings wherein the Commission, the Commission's attorneys and Consultant are present; and (4) between Commission and Consultant wherein the substance of the Confidential Communication is conveyed to/from the Consultant.

Consultant may disclose a Confidential Communication to the extent such disclosure is required by legal process, by a court of competent jurisdiction or by any other governmental authority, provided that any such disclosure shall be limited to the specific part of the Confidential Communication required to be disclosed and provided that Consultant first comply with the requirements set forth in this paragraph. As soon as practicable after Consultant becomes aware that it is required, or may become required, to disclose the Confidential Communication for such reason, Consultant shall notify the Commission in writing, in order to allow the Commission to pursue legal remedies designed

to limit the Confidential Communication required to be disclosed or to assure the confidential treatment of the disclosed information following its disclosure. Consultant shall cooperate with the Commission, on a reimbursable basis, to assist the Commission in limiting the scope of disclosure or assuring the confidential treatment of any disclosed information.

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

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

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

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

56. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

[Signatures on following page]

**SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH PROPOSITION 1B, FTA AND FHWA FUNDING ASSISTANCE FOR
RIGHT OF WAY ENGINEERING AND SURVEYING SERVICES**

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

<p>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</p> <p>By: _____ Anne Mayer</p> <p><i>Approved as to Form:</i></p> <p>By: _____ Best, Best & Krieger LLP General Counsel</p>	<p>PSOMAS</p> <p>By: _____ Signature</p> <p>_____ Name</p> <p>_____ Title</p> <p>ATTEST:</p> <p>By: _____</p> <p>Its: _____</p>
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* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"

SCOPE OF SERVICES

Right of Way Engineering and Surveying Services

The Riverside County Transportation Commission (Commission) and the Western Riverside County Regional Conservation Authority (RCA) have procured one or more Consultants (Consultant or Right of Way Engineering and Surveying Services Consultant) to provide Right of Way Engineering and Surveying Services on an On-Call/as needed basis in support of current Commission and RCA Projects, Measure A Projects, and projects done in partnership with other agencies, pursuant to Task Orders issued in the sole discretion of the Commission and/or the RCA.

Task Orders shall be awarded through an additional qualification-based selection process.

Such Right of Way Engineering and Surveying Services may include, but are not limited to, the following work programs, and/or comply with applicable requirements below:

1. Consultant shall provide right of way engineering and survey services including but not limited to: preparing Boundary Maps, Monumentation Maps, Survey Control Maps, Records of Survey, Lot Line Adjustments, Subdivision Maps, Legal Descriptions and Plats, Parcel Maps, Appraisal Maps, Certificates of Compliance, staking/marketing of parcels and rights of way for appraisal and utility potholing purposes, and other right of way engineering as necessary.
2. Consultant shall prepare Boundary, Monumentation, and Survey Control Maps showing all parcels and easement boundaries and their relationship to the land net monuments used to define them. In cases where the Commission is working in conjunction with the California Department of Transportation (Caltrans), these maps shall conform to the Caltrans District 8 Right of Way Engineering Quality Assurance Plan for the Preparation of Documents and Maps.
3. Consultant shall utilize appropriate land surveying and land title practices to:
 - Establish all property and easement boundaries within and overlapping the project area
 - Perform site reconnaissance and monument recovery
 - Establish or reestablish all monumentation required by state law and local regulations

- File a Record of Survey, if necessary, to comply with the Land Surveyors Act. The preparation, filing, and associated fees will be the responsibility of Consultant.

All data, maps, and documents produced by Consultant shall be subject to approval and acceptance by the Commission's or the RCA's Project Manager, and in certain cases, Caltrans. In the event of non-acceptance due to errors or omissions, Consultant shall have seven calendar days to make corrections and return maps and documents to the Commission and/or the RCA. Final acceptance will occur only after the work product has been determined to conform to the scope of work and requirements.

4. All surveying and mapping work affecting the State of California Right of Way at any location, or along any route, shall be in accordance with state law and local regulation, and the procedures and instructions contained in the Caltrans Right of Way Manual, the Caltrans Surveys Manual (Manuals), and the Caltrans District 8 Right of Way Engineering Quality Assurance Plan for the Preparation of Documents and Maps. All right of way acquired by the Commission on for state highway system projects will be subject to acceptance and transfer to the State.
5. Consultant shall appoint a Survey Manager who is a licensed Land Surveyor or Licensed Civil Engineer, authorized to practice land surveying by the State of California. The Survey Manager will be responsible for all work performed by Consultant for the Commission or the RCA.
6. Deliverables shall typically consist of one (1) electronic copy.
7. If any legal issues exist during the course of an assignment, Consultant shall request legal opinion. The Commission's or RCA's legal counsel shall render all legal opinions.
8. Consultant shall utilize the services of Commission's and/or RCA's on-call consultants supplemental work required for the effective delivery of Consultant's services to the Commission or the RCA. Fees charged by Commission's or RCA's on-call consultants shall be paid directly by the Commission or the RCA.

Any and all work submitted by the Consultant shall be reviewed by the Consultant LS/LCE and be complete and final in strict accordance with the California Board of Professional Engineers and Land Surveyors Rule 476, Subsection (e), and signed and sealed in accordance with Section 8761 of the Professional Land Surveyors Act.

As it pertains to projects affecting the State Highway System, work shall not be considered complete until Caltrans has approved the work for inclusion into the Right of Way Engineering files. Caltrans does not assume responsibility for the Consultant work after inclusion into the R/W Engineering files, Consultant shall retain responsibility for all work performed and submitted.

Lot Line Adjustments, Parcel Maps, Surveys and Legal Descriptions work required under this Scope of Work may include field surveying, legal description, map preparation and the marking of properties for utility potholing, appraisal, and boundary determination purposes or other right of way engineering required for transportation purposes. Surveys prepared in connection with Caltrans projects shall be performed in accordance with the current Manuals. Work not covered by the Manuals or not associated with Caltrans projects shall be performed in accordance with accepted professional surveying standards.

Survey points, lines, and monuments shall be established, marked, identified, and referenced. If required, Records of Survey shall be prepared and filed in accordance with Chapter 15 (Land Surveyors Act) of the Business and Professions Code. A copy of original survey documents resulting from contract work, which may include field notes, adjustment calculations, final results, and intermediate documents, may be required to be delivered and will become the property of Commission or RCA.

DRAFT

EXHIBIT "B"

SAMPLE TASK ORDER FORM

Task Order No. _____

Contract: [INSERT NAME OF CONTRACT]

Consultant: [INSERT NAME OF CONSULTANT]

The Consultant is hereby authorized to perform the following work subject to the provisions of the Contract identified above:

List funding sources: _____

List any attachments: (Please provide if any.)

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

Completion Date: _____, 202__

The undersigned consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

Riverside County Transportation Commission

Consultant

Dated: _____

Dated: _____

By: _____

By: _____

**EXHIBIT C
COMPENSATION**

DRAFT

EXHIBIT "C"
COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
Psomas	Engineering & Surveying	\$ 750,000.00
<i>Sub Consultants:</i>		
CL Surveying & Mapping, Inc.	Land Surveying Support Services	TBD
TOTAL COSTS		\$ 750,000.00

¹ Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

EXHIBIT "D"

FHWA/ CALTRANS REQUIREMENTS

1. STATEMENT OF COMPLIANCE.

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

B. During the performance of this Agreement, Consultant and its subconsultants 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. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants 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 Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. If this Agreement is federally funded, the Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. If this Agreement is federally funded, the Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations,

including employment practices when the Agreement covers a program whose goal is employment.

2. DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

3. DISCRIMINATION

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

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

4. PROMPT PAYMENT

Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the

prime contractor receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission. This clause applies to both DBE and non-DBE subcontractors.

5. RELEASE OF RETAINAGE

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

6. LEGAL REMEDIES

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

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

7. DBE PARTICIPATION

Caltrans has developed a statewide DBE program pursuant to 49 C.F.R. Part 26. The requirements and procedures, as applicable, of the Caltrans DBE program are hereby incorporated by reference into this Agreement. Even if no DBE participation will be reported, Consultant shall complete Exhibits "E" of this Agreement in compliance with the Caltrans DBE program, a final utilization report in the form provided by the Commission, and any other Caltrans required DBE forms.

A. This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." By obtaining DBE participation on this Agreement, Consultant will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. This Agreement does not have a DBE goal, but DBE goals may be included with each task order request for proposals. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.

C. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Commission, Caltrans or the Department of Transportation deems appropriate.

D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

E. A DBE may be terminated only with prior written approval from the Commission and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting Commission consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

8. DBE PARTICIPATION GENERAL INFORMATION

It is Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Caltrans DBE program. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE joint-venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint-venture commensurate with its ownership interest.

D. A DBE must perform a commercially useful function, pursuant to 49 CFR 26.55 that is, must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work, as more fully described in section 8 below.

E. The Consultant shall list only one subcontractor for each portion of work as defined in the Consultant's bid/proposal and all DBE subcontractors should be listed in the Consultant's bid/cost proposal list of subcontractors.

F. A Consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

9. COMMERCIALLY USEFUL FUNCTION

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

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

C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

10. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the Commission's Contract Administrator within 30 days.

11. DBE RECORDS

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

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

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the most current version of the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)," CEM- 2402F (Exhibit 17-F in Chapter 17 of the LAPM), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Commission's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Commission's Contract Administrator.

a. Prior to the fifteenth of each month, the Contractor shall submit documentation to the Commission's Contract Administrator showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Commission's Contract Administrator showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

b. The Contractor shall also submit to the Commission's Contract Administrator documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification," CEM-2404(F) form provided to the Contractor by the Commission's Contract Administrator.

12. REPORTING MATERIAL OR SUPPLIES PURCHASED FROM DBEs

When Reporting DBE Participation, Material or Supplies purchased from DBEs may count as follows:

A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly

sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

13. REPORTING PARTICIPATION OF DBE TRUCKING COMPANIES

When Reporting DBE Participation, Participation of DBE trucking companies may count as follows:

A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.

B. The DBE must itself own and operate at least one fully licensed, insure, and operational truck used on the Agreement.

C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.

D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

F. For the purposes of this section, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives

the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

14. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

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

15. ENVIRONMENTAL COMPLIANCE

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

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

16. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

EXHIBIT "E"

CONSULTANT DBE COMMITMENT

DRAFT

Psomas | Exhibit 10-O1 Consultant Proposal DBE Commitment

Local Assistance Procedures Manual

Exhibit 10-O1
Consultant Proposal DBE Commitment

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: Riverside County Transportation Commission 2. Contract DBE Goal: 12%
 3. Project Description: On-Call Right-of-Way Engineering and Surveying Services
 4. Project Location: Riverside County
 5. Consultant's Name: Psomas 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %		
Land Surveying Support Services	38284	CL Surveying and Mapping, Inc. | Lam Le, PLS 400 East Rincon St., Ste. 202, Corona, CA 92879 909.484.4200 | Lam@cl-survey.com	12%		
Local Agency to Complete this Section					
17. Local Agency Contract Number: _____	11. TOTAL CLAIMED DBE PARTICIPATION 12 % IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.				
18. Federal-Aid Project Number: _____					
19. Proposed Contract Execution Date: _____					
20. Consultant's Ranking after Evaluation: _____					
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.					
21. Local Agency Representative's Signature _____	22. Date _____	12. Preparer's Signature _____	13. Date <u>4/21/2022</u>		
23. Local Agency Representative's Name _____	24. Phone _____	<u>Sean Smith, PLS</u>	<u>909.800.8911</u>		
25. Local Agency Representative's Title _____		<u>Vice President</u>	15. Phone _____		
		16. Preparer's Title _____			

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT "F" - FTA PROVISIONS

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

Notwithstanding anything to the contrary contained in the Agreement, including the other Exhibits attached thereto, the following provisions shall apply if funding for the Services is provided, in whole or in part, from the Federal Transit Administration ("FTA"). In addition, the exhibits attached to this Agreement, may be replaced and substituted with similar forms required by FTA. Consultant agrees to complete any such substitute forms.

1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD-PARTIES BY USE OF A DISCLAIMER

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

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

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

1 UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION MASTER AGREEMENT For Federal Transit Administration Agreements authorized by 49 U.S.C. chapter 53, Title 23, U.S.C. (Highways), Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, the National Capital Transportation Act of 1969, as amended, the Transportation Equity Act for the 21st Century, as amended, 23 U.S.C. § 101 note, or other Federal enabling legislation; FTA MA(14); October 1, 2007; <http://www.fta.dot.gov/documents/14-Master.pdf>.

(2) The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation 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. chapter 53 or any other Federal law, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Consultant, to the extent the Federal Government deems appropriate.

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

3. ACCESS TO RECORDS

(1) The Consultant agrees to provide the Commission, the FTA Administrator, the U.S. Secretary of Transportation, the Comptroller General of the United States or any of their authorized representatives access to all Project work, materials, payrolls, and other data of the Consultant which are directly pertinent to this contract as required by 49 U.S.C. § 5325(g).

(2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Consultant agrees 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 transmission of the final expenditure report, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until the Commission, 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).

(4) The Consultant agrees to require its subcontractors and third party contractors to provide the same.

4. FEDERAL CHANGES

Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Grant Agreement or Cooperative Agreement between the Commission and the Federal Government

("Grant Agreement or Cooperative Agreement"), as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

5. CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, FTA Circular 4702.1A, "Title VI and Title VI – Dependent Guidelines for Federal Transit Administration Recipients," May 13, 2007, Federal transit law at 49 U.S.C. § 5332, the Consultant 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 Consultant 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 – The Consultant agrees to comply with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and equal employment opportunity provisions of 49 U.S.C. § 5332, and 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 Consultant 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 Consultant agrees to comply with any implementing requirements FTA may issue.

(3) Age - In accordance with the Age Discrimination in Employment Act, as amended, 29 U.S.C. §§ 621 through 634 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(4) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(5) DBE Program Compliance - The Commission has established a DBE Program pursuant to 49 C.F.R. Part 26, which applies to FTA funded agreements. The requirements and procedures of the Commission's DBE Program are hereby incorporated by reference into this Agreement. Consultant shall complete Exhibits "G" and "H" of this Agreement, or similar forms to be provided by the Commission, in compliance with the Commission's DBE Program for FTA funded agreements. Failure by Consultant or its subcontractor(s) to carry out the Commission's DBE Program procedures and requirements, or the applicable requirements of 49 C.F.R. Part 26, section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26, shall be considered a material breach of this Agreement. Such a material breach may be grounds for termination of this Agreement or such other appropriate administrative remedy as the Commission deems appropriate. The Consultant shall ensure that a provision mandating compliance with the Commission's DBE Program for FTA funded agreements is included in any and all sub-agreements entered into which arise out of or are related to this Agreement. Consultant shall also promptly provide the Commission with all necessary information related to the DBE status of its subcontractors. Should the DBE status of any of its subcontractors change in any way, Consultant shall promptly inform the Commission of this change.

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

6. TERMINATION PROVISIONS

The termination provisions found at Section 21 of this Agreement are consistent with the termination provisions suggested by FTA for the protection of the Federal Government. The termination provisions found at Section 21 of this Agreement control termination under this Agreement.

7. DEBARMENT AND SUSPENSION

Instructions for Certification

1. By signing and submitting a Proposal, the Consultant is providing the signed certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Commission may pursue available remedies, including suspension and/or debarment.
3. The Consultant shall provide immediate written notice to Commission if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact Commission for assistance in obtaining a copy of those regulations.
5. The Consultant agrees by submitting a Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Commission.
6. The Consultant further agrees by submitting a Proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to

the Federal Government, Commission may pursue available remedies including suspension and/or debarment.

9. The Consultant agrees to comply, and assures the compliance of each subconsultant, lessee, or third party contractor, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)," 49 C.F.R. Part 29.

10. The Consultant agrees to, and assures that its subconsultants, lessees and third party contractors have reviewed the "Excluded Parties Listing System" at <http://elpls.gov/> before entering into any third sub agreement, lease or third party contract.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion"

(1) The Consultant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the Consultant is unable to certify to the statements in this certification, it shall attach an explanation to this proposal.

8. PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Commission Executive Director, or his or her designee. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to the Commission's Executive Director, or his or her designee. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Commission's Executive Director, or his or her designee, shall be binding upon the Consultant and the Consultant shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Commission, Consultant shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Commission and the Consultant arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Commission is located.

Rights and Remedies - The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Commission, or Consultant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

FTA Notification - Consultant shall notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project. If the Consultant wishes to name the Federal Government as a party to litigation, the Consultant shall inform FTA in writing before doing so.

9. LOBBYING

Lobbying Restrictions. To the extent applicable, Consultant agrees to:

- (1) Comply, and assure the compliance of each subcontractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.
- (2) Comply with Federal statutory provisions, to the extent applicable, prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

10. CLEAN AIR

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Consultant agrees to report each violation to the Commission and understands and agrees that the Commission will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. CLEAN WATER

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 through 1377. The Consultant agrees to report each violation to the Commission and understands and agrees that the Commission will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

12. ENERGY CONSERVATION

Energy Conservation. To the extent applicable, Consultant agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.* To the extent applicable, Consultant agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

13. CONFORMANCE WITH NATIONAL ITS ARCHITECTURE

National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, Consultant agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 *et seq.*, January 8, 2001, and other subsequent Federal directives that may be issued.

14. ADDITIONAL REQUIREMENTS

To the extent applicable, Consultant agrees to comply with the Federal programs specified below and, with regard to such programs, Consultant agrees not compromise the Commission's compliance with Federal requirements as pertains to the Project.

The Programs are as follows:

- (1) Urbanized Area Formula Program authorized under 49 U.S.C. § 5307.
- (2) Elderly Individuals and Individuals with Disabilities Formula Program authorized under 49 U.S.C. § 5310 as amended by SAFETEA-LU and subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, respectively.
- (3) New Freedom Program authorized under 49 U.S.C. § 5317.
- (4) Nonurbanized Area Formula Program authorized under 49 U.S.C. § 5311(b).

- (5) Clean Fuels Grant Program authorized under 49 U.S.C. § 5308.
- (6) Job Access and Reverse Commute Formula Grant Program authorized under 49 U.S.C. § 5316.

15. RELEASE OF RETAINAGE

The Commission shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Commission of the contract work and pay retainage to prime contractors based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Commission. Federal regulations (49 CFR 26.29) require that any delay or postponement of payment over 30 days may take place only for good cause and with the Commission's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

16. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Federal Transit Authority, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the Federal Transit Authority, 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 Commission requests which would cause the Commission to be in violation of the FTA terms and conditions.

17. 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).

18. 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.

EXHIBIT “G” – LOBBYING ACTIVITIES DISCLOSURE

DRAFT

Psomas | Exhibit K – Disclosure of Lobbying Activities

Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
<div style="position: relative; height: 100px;"> <div style="position: absolute; top: 0; left: 0; right: 0; bottom: 0; background: linear-gradient(to top right, transparent 49%, #ccc 49%, #ccc 51%, transparent 51%); background-size: 3px 3px;"></div> <div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%); font-size: 40px; opacity: 0.1; pointer-events: none;">DRAFT</div> </div>		
4. Name and Address of Reporting Entity 1650 Spruce Street, Suite 400, Riverside, CA 92507 <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____	15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)	
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: <u>Sean Smith, PLS</u> Title: <u>Vice President</u> Telephone No.: <u>909.800.8911 (c)</u> Date: <u>4/21/2022</u>		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

AGENDA ITEM 7G

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	July 13, 2022
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Timothy Green, Senior Management Analyst Hector Casillas, Right of Way Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Surplus Declaration of Real Property

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Adopt Resolution No. 22-012 *“Resolution of the Riverside County Transportation Commission Declaring Pursuant to Government Code Section 54221 that Certain Real Property Owned by the Commission located at assessor parcel numbers 102-091-027, a portion of 102-091-030, and a portion of certain right-of-way area, located between Serfas Club Drive and Frontage Road near Corona, California, is Non-Exempt Surplus Land, Approving the Form of Notice of Availability Therefore, Authorizing the Executive Director to Comply with the Surplus Land Act, and Finding the Foregoing Categorically Exempt from CEQA Review”;*
- 2) Adopt Resolution No. 22-013 *“Resolution of the Riverside County Transportation Commission Declaring Pursuant to Government Code Section 54221 that Certain Real Property Owned by the Commission located at a portion of 219-094-014, located near Cridge Street in the City of Riverside, California, is Exempt Surplus Land Therefore, Authorizing the Executive Director to Comply with the Surplus Land Act, and Finding the Foregoing Categorically Exempt from CEQA Review”;* and
- 3) If no response for the non-exempt surplus property is received from public agencies, developers, and/or contiguous landowners, authorize the Executive Director to offer the surplus property for sale to the public.

BACKGROUND INFORMATION:

Staff completed a review of the Commission’s real property and determined it would be in the Commission’s best interest to declare the following two parcels as surplus and offer them for sale.

The first property was acquired by the Commission for the former alignment of the SR-91 Corridor Improvement Project. It is adjacent to east side of Serfas Club Drive and is no longer

necessary for current or future project purposes. The following table summarizes the property proposed to be declared surplus.

APN	Acres	Location
102-091-027 Portion of 102-091-030	1.04	South of SR-91 on the east side of Serfas Club Drive and west of Frontage Road near the City of Corona

The second property was acquired by the Commission for rail right of way and is south of the 91 freeway and east of Cridge Street. The city of Riverside approached the Commission to improve the crossing at this location. Staff has been in communications with the city of Riverside on the acquisition of the portion of the property. The city's project requires a small sliver of the property, which is not necessary for the Commissions current or future project purposes. The following table summarizes the property proposed to be declared surplus.

APN	Square Feet	Location
Portion of 219-094-014	92	South of SR-91 on the east side of Cridge Street in the city of Riverside

Process

After being declared surplus by the Commission, staff will follow the Right of Way Policies and Procedures Manual (Manual), state laws and any applicable funding requirements to dispose of the property. Staff will prioritize the order of sale based on market conditions.

Pursuant to the Surplus Land Act (Government Code 54220 et.seq.) (SLA), and the Manual, a Notice of Availability (NOA) (form attached hereto as Exhibit A to the Resolution) will be delivered to public agencies and developers statutorily entitled to notice of the Commission's decision to declare the property surplus. If interested, the public agency(ies) and/or developers shall notify the Commission in writing of its intent to purchase or lease the land within 60 days after receipt of the Commission's NOA. If the Commission receives a notice of interest in response to the NOA, the Commission must negotiate in good faith for at least 90 days. If no public agency timely expresses interest in the parcel or Commission does not come to terms with an entity who responds to the NOA, then the Commission must submit a package of information and documents to the State's Department of Housing and Community Development (HCD) showing that the Commission has complied with the SLA. Within 30 days, the HCD must respond with either a letter of approval or a notice of violation; failure of HCD to timely respond is deemed approval. Upon approval, the parcel may then be offered for sale to the public.

In certain circumstances, when a parcel is identified as "exempt," the 60-day notification requirements do not apply, as defined by the Government Code. The parcel located in the city of Riverside qualifies as an exempt surplus parcel under the Government Code since the transfer of the property will be to another public entity, the city of Riverside.

After completing the SLA process, an appraisal will be completed to determine the current fair market value of the surplus property. The surplus property will then be advertised for sale, utilizing the Commission's website, online publications as well as signage on the property. An Invitation for Bids will be added to the Commission's website and a defined submittal date will be provided.

Staff will review the offers received based on the following criteria:

- 1) Price; and
- 2) Terms and conditions of sale.

All applicants will be required to complete the Commission's Conflict of Interest form.

Staff will return to the Commission for approval before entering into a purchase and sale agreement for the properties, if necessary.

Staff requests that the Commission declare the following parcels as surplus property and authorize the Executive Director to offer the surplus property for sale pursuant to the SLA and subsequently to the public.

APN(s)	Ownership Type	Vacant/ Improved	Sq. Ft.
102-091-027 Portion of 102-091-030	Fee	Vacant	45,377
219-094-014	Fee	Vacant	92

Adoption of the Resolutions does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. When the property is sold, the buyer's proposed use of the property may require a discretionary permit and CEQA review. The future use and project will be analyzed at the appropriate time in accordance with CEQA.

FISCAL IMPACT

There is no financial impact at this time; however, upon sale of the above referenced properties, revenue for the Commission will be generated and deposited in the Property Sale proceeds account.

Attachments:

- 1) Resolution Nos. 22-012 and 22-013
- 2) Legal Descriptions, Plat Maps, and Aerial Exhibits

Approved by the Budget and Implementation Committee on June 27, 2022

In Favor: 8 Abstain: 0 No: 0

RESOLUTION NO. 22-012

RESOLUTION OF THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221 THAT REAL PROPERTY OWNED BY THE COMMISSION LOCATED AT ASSESSOR PARCEL NUMBERS 102-091-027, A PORTION OF 102-091-030, AND A PORTION OF CERTAIN RIGHT-OF-WAY AREA, LOCATED BETWEEN SERFAS CLUB DRIVE AND FRONTAGE ROAD NEAR CORONA, CALIFORNIA, IS NON-EXEMPT SURPLUS LAND, APPROVING THE FORM OF NOTICE OF AVAILABILITY THEREFORE, AUTHORIZING THE EXECUTIVE DIRECTOR TO COMPLY WITH THE SURPLUS LAND ACT, AND FINDING THE FOREGOING CATEGORICALLY EXEMPT FROM CEQA REVIEW

WHEREAS, the Riverside County Transportation Commission (the “Commission”) is the owner in fee simple of that certain real property identified as Assessor Parcel Numbers 102-091-027, a portion of 102-091-030, and a portion of certain right-of-way area, which together is approximately 45,377 square feet in size and is located between Serfas Club Drive and Frontage Road in Corona, California (together, the “Property”); and

WHEREAS, the Commission no longer has any use for the Property; and

WHEREAS, the Surplus Land Act, Government Code sections 54220 *et seq.* (as amended, the “Act”), applies when a local agency disposes of “surplus land,” as that term is defined in Government Code section 54221; and

WHEREAS, the Property is “surplus land” under the Act, because it is land owned in fee simple by the Commission for which the Commission will take formal action (in the form of adoption of this resolution) in a regular public meeting declaring that the land is surplus and is not necessary for the Commission’s use; and

WHEREAS, the Act requires that prior to the disposal of any surplus land, unless an exemption applies, a local agency must issue a Notice of Availability to, among others, affordable housing developers, and thereafter, if any entity submits a qualified Notice of Interest within sixty (60) days of issuance of the Notice of Availability, the local agency must negotiate in good faith for at least ninety (90) days with any such submitting entities; and

WHEREAS, the Property is not exempt from the Act; and

WHEREAS, a form of Notice of Availability is attached hereto as **Exhibit A**, and the Property is depicted in **Exhibit 1** attached thereto; and

NOW, THEREFORE, BE IT RESOLVED, by the Riverside County Transportation Commission AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. The Commission hereby finds and declares that the Property is “surplus land” as used in the Act, because the Property is owned in fee simple by the Commission, and the Property is surplus and is not necessary for the Commission’s use.

SECTION 3. The Commission hereby approves the form of Notice of Availability substantially in the form attached hereto as **Exhibit A**.

SECTION 4. The Commission hereby authorizes the Executive Director or her designee to take all necessary actions to fully comply with the Act without further need to obtain Commission approval.

SECTION 5. This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) (“CEQA”). Commission staff has determined that the designation of this property as non-exempt surplus, approval of the form of NOA, and authorization for the Executive Director to comply with the Act do not have the potential for creating a significant effect on the environment and are therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3), because such actions do not constitute a “project” as defined by the CEQA Guidelines, Section 15378. In the alternative, even if the actions contemplated here constituted a “project” under CEQA, they involve the sale of surplus government property, which is exempt from environmental review under CEQA pursuant to a Class 12 categorical exemption. Specifically, the government property is not located in an area of statewide, regional or areawide concern as defined in CEQA Guidelines section 15206(b)(4). The Property is not located in any of the following: the Lake Tahoe Basin, the Santa Monica Mountains Zone, the California Coastal Zone, an area within ¼ mile of a wild and scenic river, the Sacramento-San Joaquin Delta, the Suisun Marsh, or the jurisdiction of the San Francisco Bay Conservation and Development Commission. Therefore, the Commission’s adoption of this Resolution is exempt from CEQA review. Finally, adoption of the Resolution does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. If and when the Property is sold to a purchaser, and that purchaser proposes a use for the Property that requires a discretionary permit and CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA.

SECTION 4. If any section, subsection, paragraph, sentence, clause or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 5. The Clerk of the Board shall certify to the adoption of this Resolution.

.
PASSED, APPROVED, AND ADOPTED at a regular meeting of the Commissioners of the
Riverside County Transportation Commission on this 13th day of July 2022.

V. Manuel Perez, Chair
Riverside County Transportation Commission

Lisa Mobley, Clerk of the Board
Riverside County Transportation Commission

EXHIBIT A

Notice of Availability of Surplus Land

[Attached]

DATE

To All Interested Parties:

RE: Notice of Availability of Surplus Property

As required by the Surplus Land Act (Government Code Section 54220 et seq.) (the “Act”), the RIVERSIDE COUNTY TRANSPORTATION COMMISSION (the “Commission”) is providing notification that the Commission intends to sell/lease the surplus property listed in the accompanying table (together, the “Property”).

APN	ADDRESS	SIZE (AC)	ZONING	GENERAL PLAN DESIGNATION	CURRENT USE
102-091-027 and a portion of 102-091-030 and certain right-of-way area	Between Serfas Club Drive and Frontage Road in Corona, CA	Approx. 45,377 square feet	C-1/C-P (General Commercial)	Commercial Retail	Vacant

The Property is comprised of two (2) numbered parcels and a portion of right-of-way area and together total approximately 45,377 square feet of vacant land, bounded on the west by Serfas Club Drive and on the east and south by Frontage Road, and on the north by State Route 91, in Corona, California, as depicted in the site map attached hereto as **Exhibit 1**.

In accordance with Government Code Section 54222, you have sixty (60) days from the date this Notice was sent via certified mail or electronic mail to notify the Commission of your interest in acquiring the above property. However, this offer shall not obligate the Commission to sell the property to you. Instead, if your notice of interest is compliant with the Act, the Commission would enter into at least ninety (90) days of negotiations with you pursuant to Government Code Section 54223. If no notices of interest are received during the 60-day period or no agreement is reached on sales price and terms, or lease terms, with a submitter of a qualifying notice of interest, the Commission may market the property to the general public.

As required by Government Code Section 54227, if the Commission receives more than one letter of interest during this 60-day period, it will give first priority to entities proposing to develop housing where at least 25 percent of the units will be affordable to lower income households. If more than one such proposal is received, priority will be given to the proposal with the greatest number of affordable units. If more than one

proposal specifies the same number of affordable units, priority will be given to the proposal that has the lowest average affordability level.

In the event your agency or company is interested in purchasing or leasing one or more of the properties, you must notify the Commission in writing within sixty (60) days of the date this notice was sent via certified mail or electronic mail. Notice of your interest in acquiring the property should be delivered to:

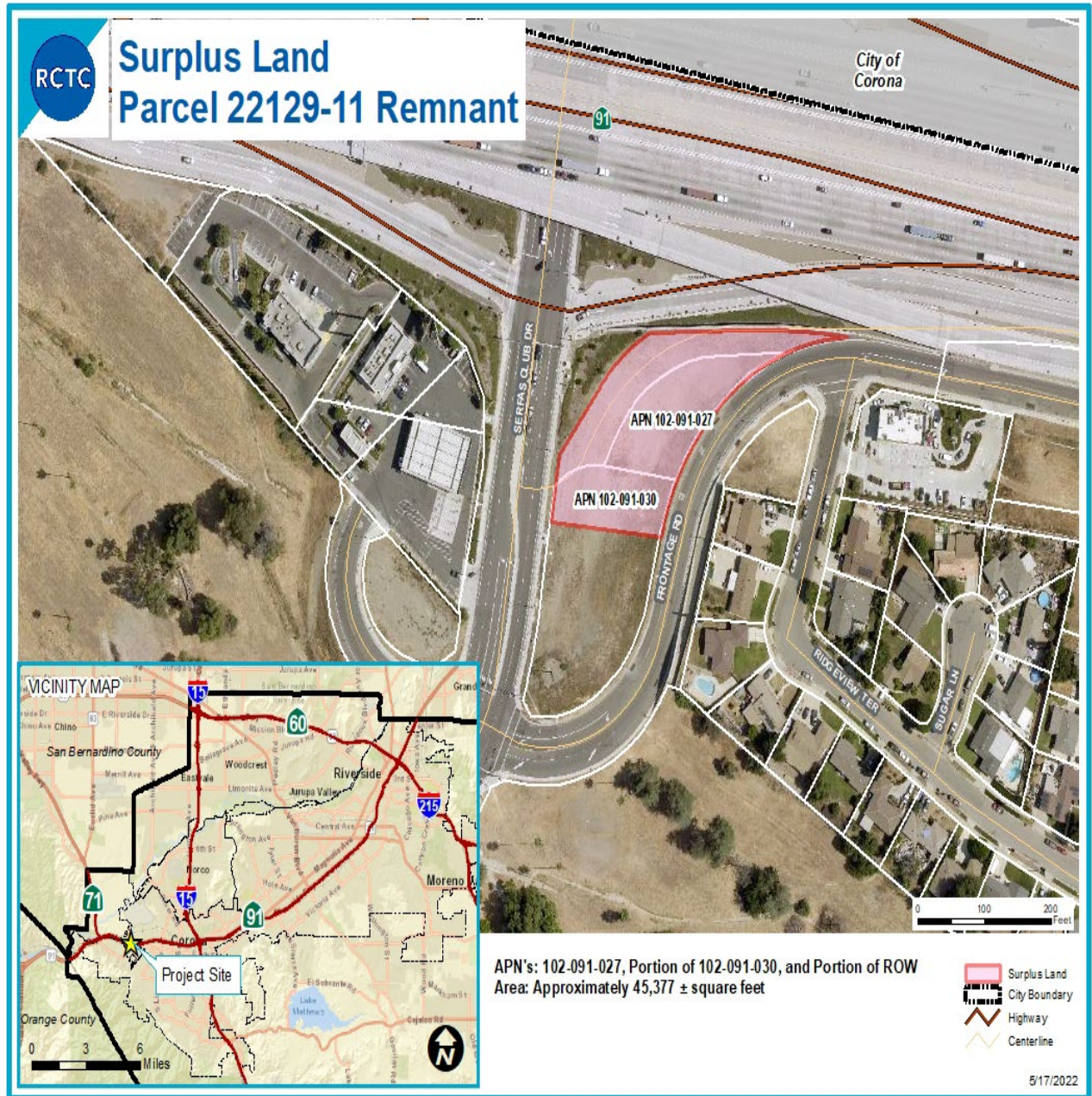
Riverside County Transportation Commission
Attn: Timothy Green, Senior Management Analyst
4080 Lemon Street, 3rd Floor
P.O. Box 12008
Riverside, CA 92502

You may also direct your questions to tgreen@rctc.org or by calling (951) 955-0042.

Entities proposing to submit a letter of interest are advised to review the requirements set forth in the Surplus Land Act (Government Code Section 54220-54234) and the Surplus Land Act Guidelines (April 2021) promulgated by the State Department of Housing and Community Development.

EXHIBIT 1

Depiction of Surplus Land



RESOLUTION NO. 22-013

**RESOLUTION OF THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION DECLARING
PURSUANT TO GOVERNMENT CODE SECTION 54221 THAT REAL PROPERTY OWNED BY
THE COMMISSION LOCATED AT A PORTION OF 219-094-014, LOCATED NEAR CRIDGE
STREET IN THE CITY OF RIVERSIDE, CALIFORNIA, IS EXEMPT SURPLUS LAND,
AUTHORIZING THE EXECUTIVE DIRECTOR TO COMPLY WITH THE SURPLUS LAND ACT,
AND AUTHORIZATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

WHEREAS, the Riverside County Transportation Commission (the “Commission”) is the owner in fee simple of that certain real property identified as a portion of Assessor Parcel Numbers 219-094-014, approximately 92.1 square feet in size and is located south of State Route 91 and on the east side of Cridge Street in Riverside, California (the “Property”); and

WHEREAS, the Commission is anticipating the transfer of the Property to a public agency, in this case to the city of Riverside; and

WHEREAS, the Commission no longer has any use for the Property; and

WHEREAS, the Surplus Land Act, Government Code sections 54220 *et seq.* (as amended, the “Act”), applies when a local agency disposes of “surplus land,” as that term is defined in Government Code section 54221; and

WHEREAS, the Property is “surplus land” under the Act, because it is land owned in fee simple by the Commission for which the Commission will take formal action (in the form of adoption of this resolution) in a regular public meeting declaring that the land is surplus and is not necessary for the Commission’s use; and

WHEREAS, the Act requires that prior to the disposal of any surplus land, unless an exemption applies, a local agency must issue a Notice of Availability to, among others, affordable housing developers, and thereafter, if any entity submits a qualified Notice of Interest within sixty (60) days of issuance of the Notice of Availability, the local agency must negotiate in good faith for at least ninety (90) days with any such submitting entities; and

WHEREAS, the Property is exempt from the Act; and

NOW, THEREFORE, BE IT RESOLVED, by the Riverside County Transportation Commission
AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. The Commission hereby finds and declares that (i) the Property is “surplus land” and not necessary for the Agency’s use, and (ii) the Property is exempt from the Act pursuant to section 54221(f)(1)(D) of the Act. The basis for this declaration is the finding that the property is being transferred to another public agency.

SECTION 3. The Commission hereby authorizes the Executive Director or her designee to take all necessary actions to fully comply with the Act without further need to obtain Commission approval.

SECTION 4. This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) (“CEQA”). Commission staff has determined that the designation of this property as exempt surplus does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3), because it is not a project as defined by the CEQA Guidelines, Section 15378. Adoption of the Resolution does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. If and when the Property is sold to a purchaser, and that purchaser proposes a use for the Property that requires a discretionary permit and CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA

SECTION 5. If any section, subsection, paragraph, sentence, clause or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 6. The Clerk of the Board shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Commissioners of the Riverside County Transportation Commission on this 13th day of July 2022.

V. Manuel Perez, Chair
Riverside County Transportation Commission

Lisa Mobley, Clerk of the Board
Riverside County Transportation Commission

PSOMAS

EXHIBIT 'A1'

LEGAL DESCRIPTION

Caltrans Parcel No. 22129-11

Remnant

In the City of Corona, County of Riverside, State of California, being those portions of the lands described in the Grant Deeds recorded January 27, 1971 as Document No. 8344, May 18, 1973 as Document No. 64957, and October 25, 2007 as Document No. 2007-0658579, all of Official Records of said County, described as whole as follows:

Beginning at the most southerly corner of said Land described in the Grand Deed recorded October 25, 2007 as Document No. 2007-0658579, said corner being on the westerly line of Lot 47 of Tract No. 2319, filed in Book 43, Pages 74 through 76 of Maps, records of said County, said corner also lying North 16°14'29" East 1.03 feet from the southwesterly corner thereof; thence North 83°55'14" West 77.49 feet along the southerly line of said Land to the **True Point of Beginning**; thence continuing along said southerly line North 83°55'14" West 166.47 feet; thence North 08°58'08" East 39.10 feet; thence North 09°26'47" East 37.90 feet to the general northerly line of said Land described in the Grant Deed recorded May 18, 1973 as Document No. 64957; thence along the general northwesterly line of said Land the following two courses:

1) North 38°25'33" East 98.12 feet to a curve concave southeasterly having a radius of 230.00 feet;

2) northeasterly 99.61 feet along said curve through a central angle of 24°48'51"; thence North 88°56'47" East 143.16 feet to a curve concave southerly having a radius of 1173.50 feet; thence easterly 152.59 feet along said curve through a central angle of 07°27'00" to a non-tangent curve concave southeasterly having a radius of 300.00 feet, a radial line to said curve bears North 02°13'03" West; thence southwesterly 382.48 feet along said curve through a central angle of 73°02'51"; thence South 14°44'06" West 5.15 feet to the **True Point of Beginning**.

PSOMAS

Containing 45,377 square feet.

See Exhibit 'A2' attached hereto and made apart hereof.

The distances described herein are grid distances and are based on California Coordinate System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing grid distances by the mean combination factor of the courses being described. The mean combination factor for this conversion is 0.99997476.

Prepared under the direction of

Jeremy L. Evans

Jeremy L. Evans, PLS 5282

7.5.2018

Date



EXHIBIT A2



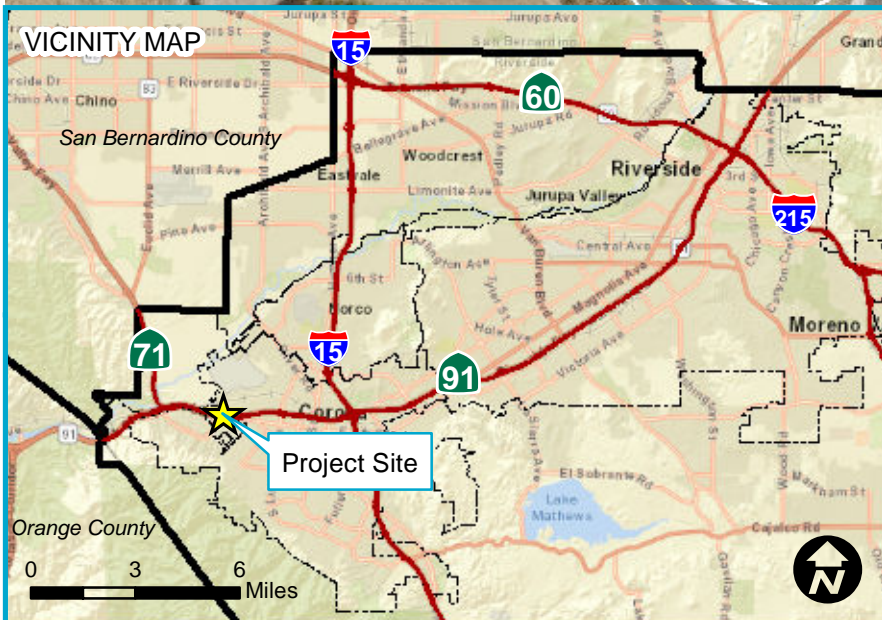
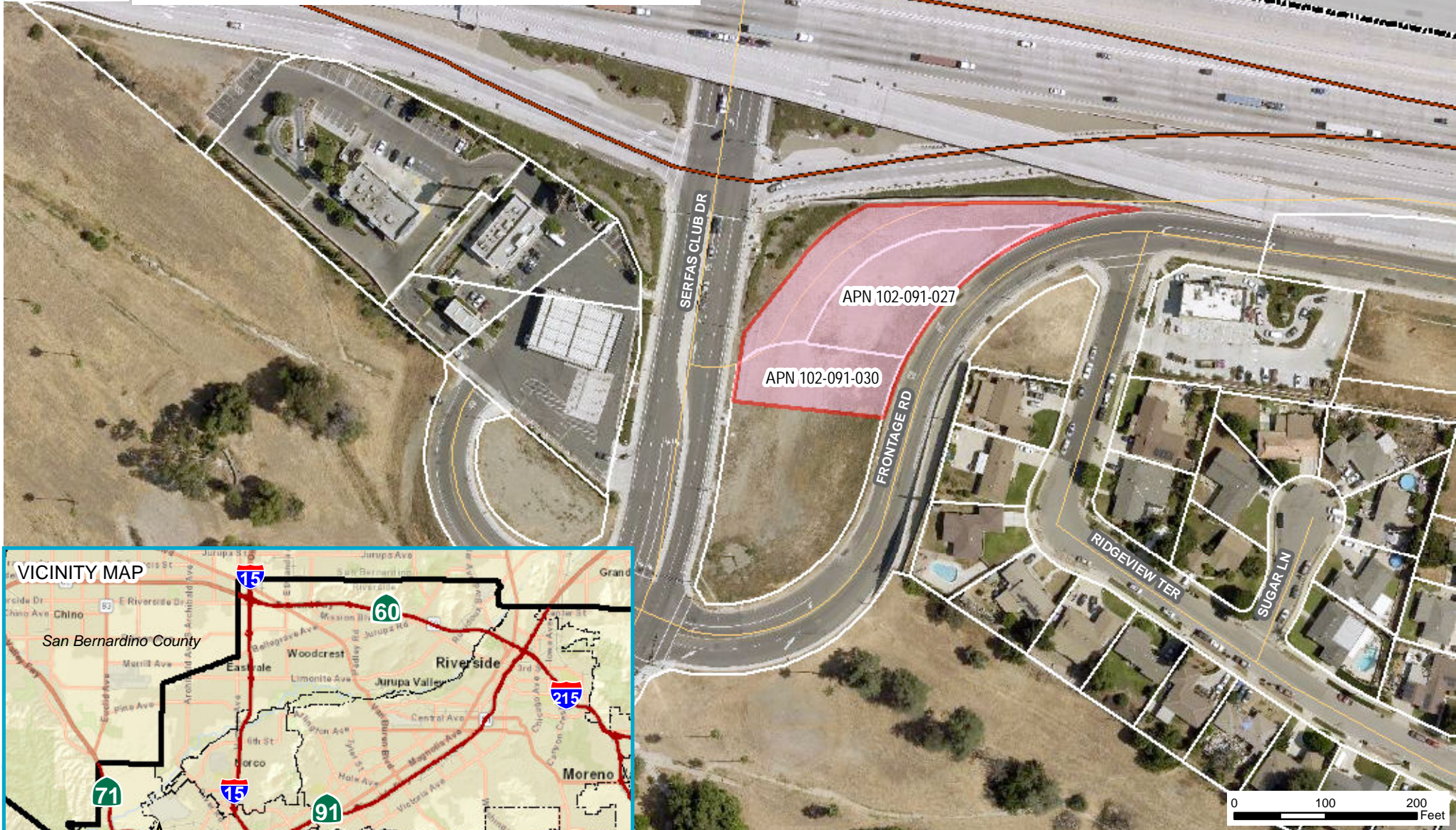
Map Check Report

Project: Default
Alignment: 22129-11-REM
Description:

Type	Point Name\ Direction	Length	Northing	Easting	Elevation
POB (	39)		2265896.85	6147072.01	0.00
	N 83°55'14" W	166.47			
PI (	40)		2265914.48	6146906.48	0.00
	N 8°58'08" E	39.10			
PI (	41)		2265953.10	6146912.57	0.00
	N 9°26'47" E	37.90			
PI (	42)		2265990.49	6146918.79	0.00
	N 38°25'33" E	98.12			
PC (	43)		2266067.35	6146979.77	0.00
	Radius:	230.00			
	Delta:	24°48'51"			
	Length:	99.61			
	Chord:	98.83			
	Tangent:	50.60			
	Middle Ordinate:	5.37			
	External:	5.50			
	S 51°34'27" E (Radial)				
CC (	44)		2265924.41	6147159.96	0.00
	N 50°49'58" E (Chord)				
	S 26°45'36" E (Radial)				
PT (	45)		2266129.77	6147056.40	0.00
	N 88°56'47" E	143.16			
PC (	46)		2266132.41	6147199.53	0.00
	Radius:	1173.50			
	Delta:	7°27'00"			
	Length:	152.59			
	Chord:	152.48			
	Tangent:	76.40			
	Middle Ordinate:	2.48			
	External:	2.48			
	S 1°03'13" E (Radial)				
CC (	47)		2264959.10	6147221.11	0.00
	S 87°19'43" E (Chord)				
	S 6°23'47" W (Radial)				
PRC (	48)		2266125.30	6147351.85	0.00
	Radius:	300.00			
	Delta:	73°02'51"			
	Length:	382.48			
	Chord:	357.09			
	Tangent:	222.18			
	Middle Ordinate:	58.92			
	External:	73.32			
	N 2°13'03" W (Radial)				
CC (	49)		2265825.52	6147363.46	0.00
	S 51°15'31" W (Chord)				
	N 75°15'54" W (Radial)				
PT (	)		2265901.83	6147073.32	0.00
	S 14°44'06" W	5.15			
POE (	39)		2265896.85	6147072.01	0.00

Northing Error: 0.00 ft
 Easting Error: 0.00 ft
 Closing Direction: S 64°03'11" W
 Closing Distance: 0.01 ft
 Closed Area: 45376.8 sq ft (1.0 ac)
 Perimeter: 1124.57 ft
 Precision: 197697.82

Surplus Land Parcel 22129-11 Remnant



APN's: 102-091-027, Portion of 102-091-030, and Portion of ROW
Area: Approximately 45,377 ± square feet

- Surplus Land
- City Boundary
- Highway
- Centerline

EXHIBIT "A"
LEGAL DESCRIPTION

Project: Cridge @ RCTC – City Right of Way
Por. A.P.N.: 219-094-014

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Lot 103 of Francis Cuttle's Subdivision, as shown by map on file in Book 11, Page 48 of Maps, Records of San Bernardino County, described as follows:

COMMENCING at the most southerly corner of said Lot 103;

Thence North $31^{\circ}57'58''$ East, along the southeasterly line of said Lot 103 and the northwest line of the Right of Way of the Atchison, Topeka and Santa Fe Railway Company, a distance of 12.19 feet to the northeast corner of that certain parcel of land conveyed to the City of Riverside by Grant Deed Recorded April 21, 1978, as Instrument No. 78069 of Official Records of Riverside County California and to the **POINT OF BEGINNING**;

Thence continuing North $31^{\circ}57'58''$ East, along said southeasterly line of Lot 103, a distance of 7.87 feet

Thence North $75^{\circ}00'41''$ West, leaving said southeast line of Lot 103, a distance of 9.45 feet;

Thence South $61^{\circ}25'41''$ West, a distance of 10.75 feet to southwest line of said Grant Deed and to the beginning of a non-tangent curve, concave Northerly having a radius of 367.00 feet, a radial line to said point bears South $16^{\circ}36'03''$ West;

Thence southeasterly to the left along said curve and said southwest line an arc length of 14.94 feet through a central angle of $2^{\circ}19'57''$ to the **POINT OF BEGINNING**.

Area – 92.1 S.F. more or less

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 5/18/22 Prep. 
Curtis C. Stephens, L.S. 7519 Date





LINE DATA

L1 N31°57'58"E 12.19'
L2 N31°57'58"E 7.87'
L3 N75°00'41"W 9.45'
L4 S61°25'41"W 10.75'

CURVE DATA

C1 R=367' $\Delta=2^{\circ}19'57''$ L=14.94'

FRANCIS CUTTLE'S SUBDIVISION

MB 11/48 S.B. CO.

ATCHESON, TOPEKA AND SANTA FE RAILROAD R/W
(FORMERLY CALIFORNIA SOUTHERN R.R.)

LOT 102

LOT 103

LOT 104

CITY RIGHT OF WAY
POR. APN 219-094-014
AREA - 92.1 S.F.±

4/21/1978
#76069 O.R.

P.O.B.
P.O.C.

CRIDGE STREET
(FORMERLY NORTH STREET)

COMMERCE STREET
(FORMERLY PACHAPPA AVENUE)

CRIDGE STREET

• **CITY OF RIVERSIDE, CALIFORNIA** •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

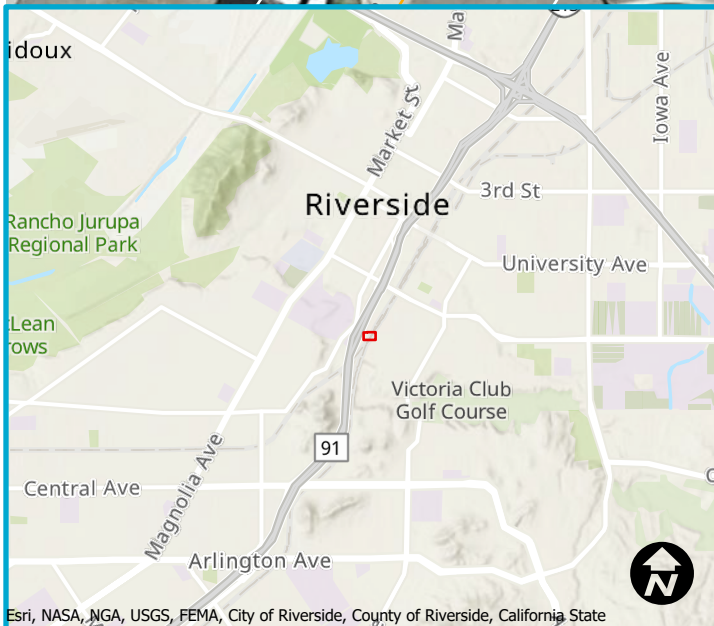
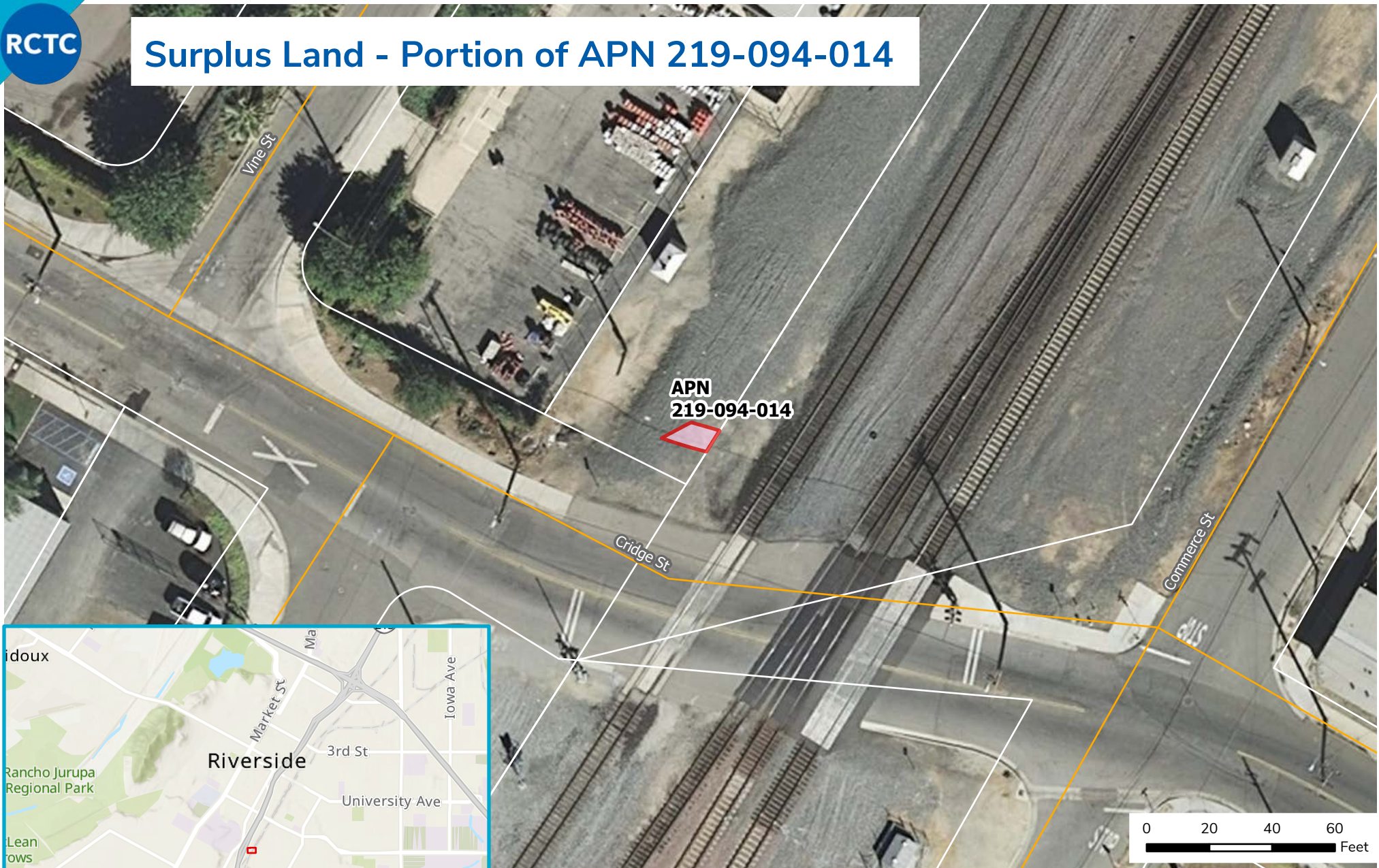
SCALE: 1"=40'

DRAWN BY: CURT

DATE: 5/18/22

SUBJECT: CRIDGE STREET - QUIET ZONE - RIGHT OF WAY FROM RCTC

Surplus Land - Portion of APN 219-094-014



Portion of APN 219-094-014. Approximately 92.1 sq ft

Surplus Land
 Centerline

EXHIBIT "A"
LEGAL DESCRIPTION

Project: Cridge @ RCTC – City Right of Way
Por. A.P.N.: 219-094-014

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Thence southeasterly to the left along said curve and said southwest line an arc length of 14.94 feet through a central angle of $2^{\circ}19'57''$ to the **POINT OF BEGINNING**.

Area – 92.1 S.F. more or less

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 5/18/22 Prep. 
Curtis C. Stephens, L.S. 7519 Date





LINE DATA

L1 N31°57'58"E 12.19'
L2 N31°57'58"E 7.87'
L3 N75°00'41"W 9.45'
L4 S61°25'41"W 10.75'

CURVE DATA

C1 R=367' $\Delta=2^{\circ}19'57''$ L=14.94'

FRANCIS CUTTLE'S SUBDIVISION

MB 11/48 S.B. CO.

ATCHESON, TOPEKA AND SANTA FE RAILROAD R/W
(FORMERLY CALIFORNIA SOUTHERN R.R.)

LOT 102

LOT 103

LOT 104

CITY RIGHT OF WAY
POR. APN 219-094-014
AREA - 92.1 S.F.±

4/21/1978
#76069 O.R.

P.O.B.
P.O.C.

CRIDGE STREET
(FORMERLY NORTH STREET)

7/6/1901
B 122/P 251
100.13'
7/20/1901
B 122/P 300

COMMERCE STREET
(FORMERLY PACHAPPA AVENUE)

CRIDGE STREET

• **CITY OF RIVERSIDE, CALIFORNIA** •

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SHEET 1 OF 1

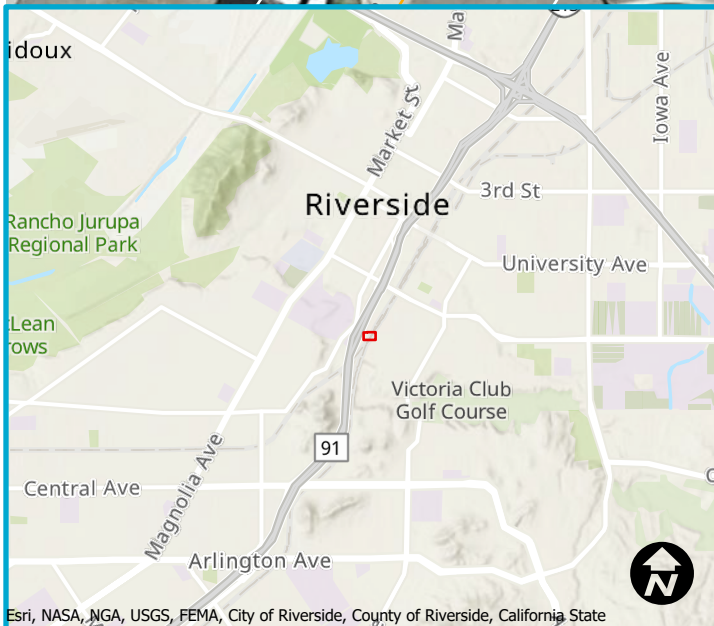
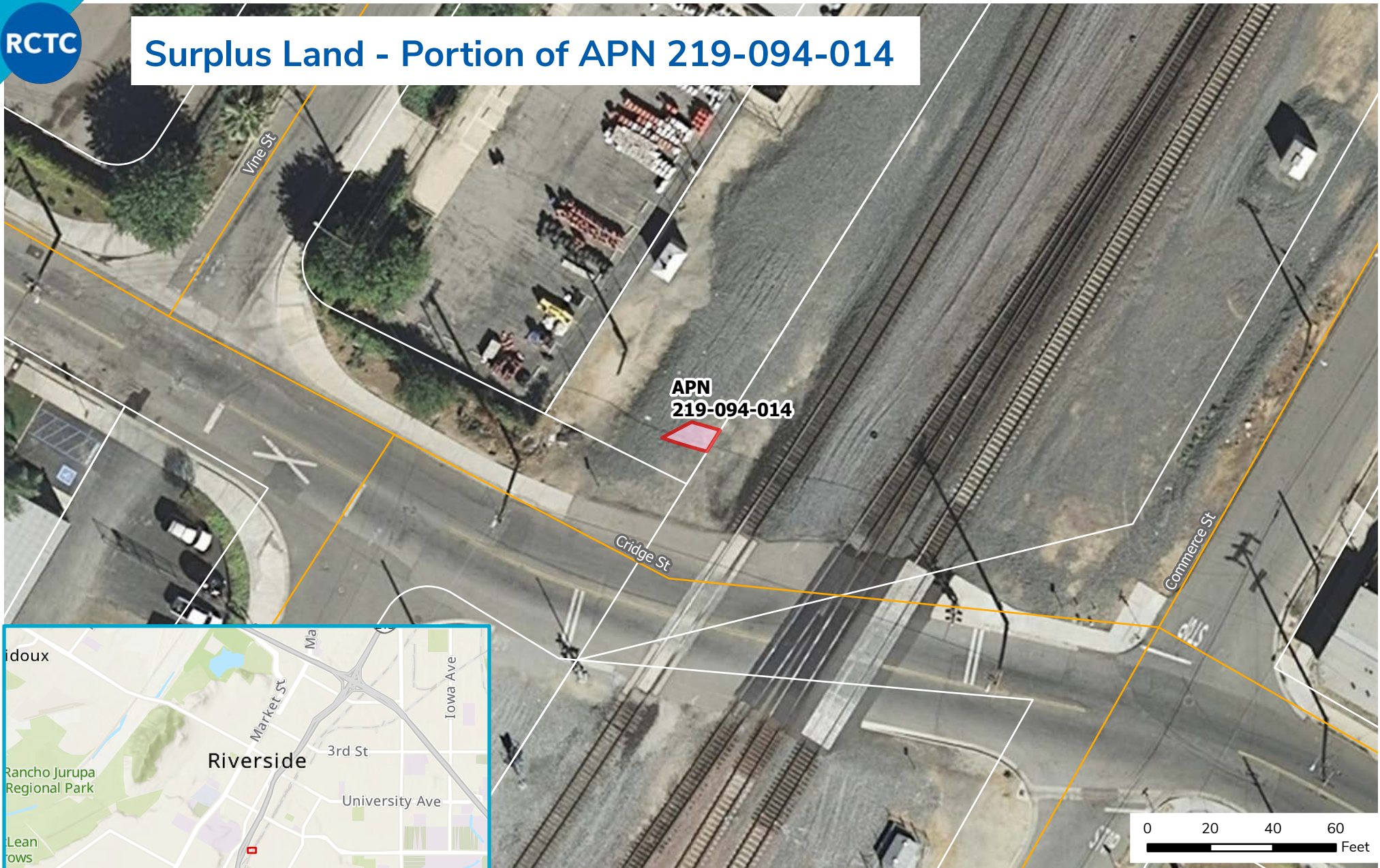
SCALE: 1"=40'

DRAWN BY: CURT

DATE: 5/18/22

SUBJECT: CRIDGE STREET - QUIET ZONE - RIGHT OF WAY FROM RCTC

Surplus Land - Portion of APN 219-094-014



Portion of APN 219-094-014. Approximately 92.1 sq ft

Surplus Land
Centerline

AGENDA ITEM 7H

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 13, 2022
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Angela Ferreira, Senior Management Analyst Hector Casillas, Right of Way Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Agreements for On-Call Right of Way Environmental Site Assessment Services

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Award Agreement No. 22-31-068-00 with Dudek for the on-call right of way environmental site assessment services for a three-year term in an amount not to exceed \$350,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to execute task orders awarded to the consultant under the terms of the agreement.

BACKGROUND INFORMATION:

Environmental Site Assessments are necessary to support the Right of Way department's Commission projects, future Measure A highway and rail projects, as well as projects for the Western Riverside County Regional Conservation Authority (RCA), for which the Commission is the managing agency as of January 1, 2021.

The presence of hazardous substances needs to be investigated prior to property acquisitions. Therefore, it is necessary for the Commission and RCA to exercise due diligence in identifying hazardous materials and potential hazardous substance related problems. Performing early testing of known or potentially contaminated sites may avoid or, at least, minimize costs and schedule delays on Commission projects.

On-call consultants will be required to furnish specialized environmental engineering and field services including, but not limited to, site assessments and investigations, remedial investigation/feasibility studies, remediation action plans, remediation action design,

post-remediation monitoring at specified sites, hazardous waste remediation, abatement, lead and asbestos testing, and removal of materials.

Phase I – Initial site assessment shall include, but not be limited to, identifying hazardous and potentially hazardous problems.

Phase II – Site investigations shall include, but not be limited to, items such as work plans, health and safety plans, surveys and surface geophysical investigations, drilling, sampling, laboratory analysis, and reporting.

In November 2018, the Commission approved similar contracts with three firms for up to three-year terms; these contracts have been used successfully to deliver projects and react to new and changing conditions rapidly. The total authorized amount on those contracts was also \$300,000, of which approximately \$100,000 was expended.

Procurement Process

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

RFQ No. 22-31-068-00 for on-call right of way environmental site assessment services was released by staff on February 24, 2022. The RFQ was posted on the Commission's Planet Bids website, which is accessible through the Commission's website. Through Planet Bids, 36 firms downloaded the RFQ; 5 of these firms are located in Riverside County. Staff responded to all questions submitted by potential proposers prior to the March 8, 2022, clarification deadline. Four firms – Dudek (Riverside); Kleinfelder (Riverside); Leighton Consulting, Inc. (Irvine); Ninyo & Moore (Fontana) – submitted responsive and responsible statements of qualifications prior to the 2:00 p.m. submittal deadline on March 24, 2022. Based on the evaluation criteria set forth in the RFQ, the firms were evaluated and scored by an evaluation committee comprised of Commission staff.

Based on the evaluations committee's assessment of the written statement of qualifications and pursuant to the terms of the RFQ, the evaluation committee shortlisted and invited all four firms to the interview phase of the evaluation and selection process. Interviews were conducted on April 14, 2022.

The evaluation committee conducted a subsequent evaluation of each firm, based on both written and interview components presented to the evaluation committee by each proposer. Accordingly, the evaluation committee recommends contract award to Dudek for on-call right of

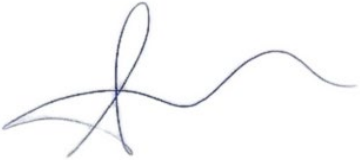
way environmental site assessment services, as this firm earned the highest total evaluation score.

As a result of the evaluation committee's assessment of the written statements of qualifications, the evaluation committee recommends contract award to Dudek for a three-year term, in an amount not to exceed \$350,000, as this firm earned the highest total evaluation score.

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

Fiscal Impacts

Funding for these agreements will be provided by various highway, rail, and conservation projects.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2022/23 and 2023/24+	Amount:	\$100,000 \$250,000
Source of Funds:	2009 Measure A, State Transportation Improvement Program, various Federal, and Transportation Uniform Mitigation Fees, RCA reimbursements			Budget Adjustment:	No
GL/Project Accounting No.:	623999 81403 00014 0000 262 31 81403 654199 81403 00014 0000 265 33 81403 r22001 81403 00014 0000 750 68 81403				
Fiscal Procedures Approved:				Date:	06/16/2022

Attachment: Draft On-Call Professional Services Agreement 22-31-068-00 with Dudek

*Approved by the Western Riverside County Programs and Projects Committee on
June 27, 2022*

In Favor: 9 Abstain: 0 No: 0

**PROFESSIONAL SERVICES AGREEMENT
WITH PROPOSITION 1B, FTA AND FHWA FUNDING ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
DUDEK
FOR ON-CALL RIGHT OF WAY
ENVIRONMENTAL SITE ASSESSMENT SERVICES**

Parties and Date.

This Agreement is made and entered into this ____ day of _____, 2022, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **DUDEK** ("Consultant"), a **S-Corporation**. The Commission and Consultant are sometimes referred to herein individually as "Party", and collectively as the "Parties".

Recitals.

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

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

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

D. A source of funding for payment for on-call professional consulting services provided under this Agreement may be State Proposition 1B funds, Federal Highway Administration Funds ("FHWA") administered by the California Department of Transportation ("Caltrans"), and/or funds from the Federal Transit Administration ("FTA").

E. Consultant desires to perform and assume responsibility for the provision of certain on-call right of way environmental site assessment services in the County of Riverside, California. Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the Commission and the Consultant ("Task Order"). Consultant represents that

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

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

Terms.

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

2. Commencement of Services. The Consultant shall commence work upon receipt of a written "Notice to Proceed" or "Limited Notice to Proceed" from Commission.

3. Pre-Award Audit. As a result of the federal funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before the Commission will consider approval of this Agreement. The federal aid provided under this Agreement is contingent on meeting all Federal requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitate Federal and State process reviews. In addition, the applicable federal agency, or Caltrans acting in behalf of a federal agency, may require that prior to performance of any work for which Federal reimbursement is requested and provided, that said federal agency or Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and

ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 23 and 24 of this Agreement.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end three years from the date set forth above, unless extended by contract amendment. In no case shall the term of this Agreement exceed three (3) years. All Task Order work should be completed within the term.

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

5.3 This Agreement shall remain in effect until the date set forth above, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

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

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

Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

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

9. Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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

respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance.

Task Orders; Commencement of Services; Schedule of Services. Consultant shall commence Services under a Task Order within five (5) days of receiving a fully executed Task Order from the Commission. Task Orders shall be in substantially the form set forth in Exhibit "B" attached hereto and incorporated herein by reference. Each Task Order shall identify the funding source(s) to be used to fund the Services under the relevant Task Order, and Consultant shall comply with the requirements specified herein, and in the attached exhibits, applicable to the identified funding source(s).

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

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

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

10.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

11. Delay in Performance.

11.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by

reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

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

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

12. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with Federal funding. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

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

14. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator, Caltrans and FHWA to inspect or review Consultant's work in progress at any reasonable time.

15. Claims Filed by Contractor.

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

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

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

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

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

17. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. For example, and not by way of limitation, Consultant shall keep itself fully informed of and in compliance with all implementing regulations, design standards, specifications, previous commitments that must be incorporated in the design of the Project, and administrative controls including

those of the United States Department of Transportation. Compliance with Federal procedures may include completion of the applicable environmental documents and approved by the United States Department of Transportation. For example, and not by way of limitation, a signed Categorical Exclusion, Finding of No Significant Impact, or published Record of Decision may be required to be approved and/or completed by the United States Department of Transportation. For Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

18. Fees and Payment.

18.1 The method of payment for this Agreement will be based on actual cost plus a fixed fee. Commission shall reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the Services. Consultant shall not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant cost proposal attached hereto as Exhibit "C" and incorporated herein by reference, or any cost proposal included as part of a Task Order ("Cost Proposal") unless additional reimbursement is provided for by written amendment. The overhead rates included in the attached Exhibit "C" shall be fixed for the term of the Master Agreement, and shall not be subject to adjustment, unless required by the applicable funding source. In no event, shall Consultant be reimbursed for overhead costs at a rate that exceeds Commission's approved overhead rate set forth in the Cost Proposal. In the event that Commission determines that a change to the Services from that specified in the Cost Proposal, this Agreement or any Task Order is required, the Agreement time or actual costs reimbursable by Commission shall be adjusted by written amendment to accommodate the changed work. The maximum total cost as specified in Section 18.8 shall not be exceeded, unless authorized by a written amendment.

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

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

Consultant is responsible for the cost difference and any overpayments shall be reimbursed to the Commission on demand.

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

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

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

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

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

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

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

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

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

19. Disputes.

19.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant.

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

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

20. Termination.

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

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

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

20.4 Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein, and deliver to the Commission all Documents and Data, as defined in this Agreement, as

may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress.

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

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

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

20.8 Consultant may not terminate this Agreement except for cause.

21. Cost Principles and Administrative Requirements.

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

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

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

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

22. Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years

from the date of final payment under this Agreement. The State, State Auditor, Commission, FHWA, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to this Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

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

23. Audit Review Procedures.

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

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

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

24. Subcontracting.

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

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

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

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

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

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

25. Equipment Purchase

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

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

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

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

26. Labor Code Requirements.

26.1 Prevailing Wages.

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

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

(c) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

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

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

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

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

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

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

27. Ownership of Materials/Confidentiality.

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

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

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

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

27.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary

rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

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

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

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

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

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

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

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

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

29. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, Caltrans and their directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or

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

30. Insurance.

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

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

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001,

code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

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

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

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

(a) General Liability.

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

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

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

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

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

(c) Workers' Compensation and Employers Liability Coverage.

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

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

(d) All Coverages.

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

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

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

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

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

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

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

(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.

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

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

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

30.9 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

30.10 Other Insurance. At its option, the Commission may require such additional coverage(s), limits and/or the reduction of deductibles or retentions it considers reasonable and prudent based upon risk factors that may directly or indirectly impact the

Project. In retaining this option Commission does not warrant Consultant's insurance program to be adequate. Consultant shall have the right to purchase insurance in addition to the insurance required in this Section.

31. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of 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.

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

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

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

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

33. Prohibited Interests.

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

33.2 Consultant Conflict of Interest

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

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

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

(d) Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

(e) Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

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

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

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

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

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

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

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

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

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

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

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

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

37. Disputes; Attorneys' Fees.

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

37.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and, all other costs of such actions.

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

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

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

CONSULTANT:

Dudek
605 Third Street
Encinitas, CA 92024
Attn: Susan Smith

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

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

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

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

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

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

45. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided by this Agreement are provided, in whole or in part, from the United States Department of Transportation, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Department of Transportation Requirements and California Department of Transportation (Caltrans) DBE program requirements) attached hereto and incorporated herein by reference. When funding for the Services under a Task Order is provided, in whole or in part, from the FTA, Consultant shall also fully and adequately comply with the

provisions included in Exhibit "F" (FTA Requirements) attached hereto and incorporated herein by reference

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

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

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

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

50. Attorney Client Privilege. The Parties recognize that, during the Project, the Commission and its attorneys will engage in communication that gives rise to an attorney client privilege of confidentiality ("Confidential Communication"). Given the nature of the work done by Consultant for the Commission, it may be necessary for the Consultant to participate in Confidential Communications. To the extent that (i) the Consultant is a party to any Confidential Communication, and (ii) a third party seeks discovery of such communications, then the Consultant shall be deemed to be an agent of the Commission solely for purposes of preserving any attorney client privilege in the relevant Confidential Communication. Any such attorney client privilege shall be held by the Commission and the Consultant is not authorized to waive that privilege or, otherwise, disclose such Confidential Communication except as set forth below. This Section is intended to maintain the privilege in any privileged Confidential Communications that are (1) between and among Commission, Consultant, and Commission's attorneys; (2) between Consultant (on behalf of the Commission) and Commission's attorneys; (3) Confidential Communications that occur in Closed Session meetings wherein the Commission, the Commission's attorneys and Consultant are present; and (4) between Commission and Consultant wherein the substance of the Confidential Communication is conveyed to/from the Consultant.

Consultant may disclose a Confidential Communication to the extent such disclosure is required by legal process, by a court of competent jurisdiction or by any other governmental authority, provided that any such disclosure shall be limited to the specific part of the Confidential Communication required to be disclosed and provided that Consultant first comply with the requirements set forth in this paragraph. As soon as practicable after Consultant becomes aware that it is required, or may become required, to disclose the Confidential Communication for such reason, Consultant shall notify the Commission in writing, in order to allow the Commission to pursue legal remedies designed

to limit the Confidential Communication required to be disclosed or to assure the confidential treatment of the disclosed information following its disclosure. Consultant shall cooperate with the Commission, on a reimbursable basis, to assist the Commission in limiting the scope of disclosure or assuring the confidential treatment of any disclosed information.

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

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

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

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

55. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

[Signatures on following page]

**SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH PROPOSITION 1B, FTA AND FHWA FUNDING ASSISTANCE FOR
RIGHT OF WAY PHASE I & PHASE II ENVIRONMENTAL ASSESSMENT SERVICES**

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

RIVERSIDE COUNTY TRANSPORTATION COMMISSION By: _____ Anne Mayer <i>Approved as to Form:</i> By: _____ Best, Best & Krieger LLP General Counsel	CONSULTANT DUDEK By: _____ Signature _____ Name _____ Title ATTEST: By: _____ Its: _____
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* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A" - SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1.0 SCOPE OF WORK

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

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

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

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

1.1.5 Consultant shall complete the services within the time frame specified on a particular TO.

1.1.6 All work shall be subject to review and approval of the Commission or the RCA either by the Contract Administrator or a designated representative prior to the acceptance and approval of payment.

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

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

1.3 Phase I – Initial Site Assessment

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

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

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

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

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

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

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

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

General requirements for ISA reports are provided in Attachment I

1.4 Phase II – Site Investigation

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

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

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

1.4.1 Work Plans

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

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

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

1.4.2 Health and Safety Plans

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

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

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

1.4.3 Surveys of Buildings, Containers, Etc.

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

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

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

1.4.4 Surface Geophysical Investigations

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

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

1.4.5 Soil Gas Survey

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

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

1.4.6 Trenching

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

1.4.7 Drilling

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

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

The Consultant, prior to drilling and installation of wells, shall obtain all of the necessary well permit(s). The Consultant shall register all monitoring wells with the Department of Water Resources. Copies of these records shall be included in the Site Investigation Report.

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

1.4.8 Sampling

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

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

1.4.9 Laboratory Analysis

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

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

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

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

1.4.9.1 Quality Assurance/Quality Control

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

1.4.9.1.1 General

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

1.4.9.1.2 Method Blanks

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

1.4.9.1.3 Laboratory Control Samples

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

1.4.9.1.4 Matrix Spikes

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

1.4.9.1.5 Laboratory Duplicates

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

1.4.10 Laboratory Reports

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

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

1.4.11 Reporting

General requirements for Site Investigation Reports are provided in Attachment II

1.5 Remedial Investigation/Feasibility Studies (RI/FS)

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

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

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

all potential exposure routes to a receptor such as inhalation, ingestion, and dermal absorption.

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

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

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

1.6 Remedial Action Plan and Remedial Action Design

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

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

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

1.7 Remediation Oversight

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

2.0 Other Requirements

2.1 Reports – Progress and Investigative

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

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

2.2 Deliverable Approval and Correction Procedures

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

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

2.3 Timing

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

2.4 Meeting

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

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

2.5 Monitoring and Review Procedures

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

3.0 MISCELLANEOUS PROVISIONS

3.1 Health and Safety

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

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

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

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

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

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

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

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

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

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

3.2 Site Safety Officer

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

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

3.3 Owner/Regulatory Contacts

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

3.4 Right-of-Entry

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

3.5 Permits and Licenses

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

3.6 Underground Services Alert (USA)

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

3.7 Traffic Control

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

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

The Consultant shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this Agreement.

The Consultant shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Consultant. The Consultant shall repair any damage, at its own cost or expense, to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Agreement or

failure to exercise reasonable care in performing the work. If the consultant fails or refuses to repair the damage promptly, the Commission or the RCA may have the necessary work performed and charge the cost to the Consultant.

3.9 Project Diary

A Project Diary must be maintained to support all work performed. The diary must be filled out and signed as to be true and correct. It must identify the person responsible for project management and must include, but not be limited to, additional notations, observations or remarks to further clarify work.

3.10 Decontamination/Disposal

If required, all personnel shall be decontaminated before leaving the site as specified in the Site Health and Safety Plan. Decontamination procedures shall generally follow the guidelines found in 8 CCR 5192 and shall be detailed in the Site Health and Safety Plan.

Consultant shall equip, supply and maintain an on-site decontamination station for the drilling, installation and sampling equipment. Consultant shall ensure that this station has the capacity to contain all decontamination fluids used in the decontamination procedure. Consultant shall collect these fluids in appropriate containers.

Consultant shall wash and clean all equipment prior to initiation of work at the site. This includes drilling machines, pipe rods, samplers, pumps, casings, screens and any other material brought on site. Before reuse of any equipment at another drilling location at the site, all equipment shall be cleaned and decontaminated.

General requirements for decontamination include, but not limited to:

- Auger flights and any other tools used in drilling operations, monitoring and sampling shall be steam cleaned before initial use and between boreholes.
- Before each use, sampling tubes, liners, and bailers shall be washed in a mixture of liquinox, or similar product, and clear water, rinsed in clear water, rinsed in distilled water and air dried.
- All suspect asbestos containing materials and lead paint materials shall be handled wet.

The Consultant shall avoid contamination of the project area and shall not dump waste oil, drilling fluids, rubbish and/or other materials on the ground. All equipment, unused materials, temporary facilities and other miscellaneous items resulting from or used in the operation shall be removed from the site.

Material removed from trenches, drill holes, etc. shall be properly collected in containers or stockpiled on plastic sheeting supplied by the Consultant. The project site must be maintained clean at all times.

3.11 Hazardous Waste Manifest

The Commission or the RCA will sign all Hazardous and Non-Hazardous Waste Manifests for waste removed from the site.

3.12 Regulatory Requirements

Consultant agrees that it will not store any hazardous substances at the job site for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by law, the Owner, the Commission, the RCA, whichever will be more restrictive. Consultant further agrees that it will not permit any accumulation in excess of the small quantity generator exclusion of 40 CFR Part 261 or other applicable law, as amended. Consultant agrees to report to the appropriate governmental agencies all discharges, releases, and spills of hazardous substances and/or wastes required to be reported by law and to immediately notify the Commission or RCA Representative of same.

3.13 Expert Testimony

It shall be recognized that subsequent to the performance of this Agreement the need may arise to provide expert testimony during hearings and/or court proceedings involving site specific activities or other matters, with regard to which personnel provided by the Consultant under this Agreement (including subcontractor personnel) would have gained expertise as a result of the Tasks performed under this Agreement. Therefore the Consultant agrees to make available expert consulting services in support of future proceedings, including litigation support and to enter into any intent agreement as necessary with subcontractors to ensure the availability of subcontractor personnel provided under this Agreement to provide expert consulting services. Agreement to provide such services in the future serves as a notice of intent only.

Should the Consultant or any subcontractors at any tier ever testify in court in any case related to this Agreement, all his/her work will be considered proprietary to the Commission or to the RCA. In such a case, the Consultant and/or subcontractor of any tier shall not release any information to adverse parties.

3.14 Disclosure of Information

The Consultant agrees to notify and obtain the written approval of the Commission or the RCA prior to releasing any information to any third parties including the news media regarding any work under this Agreement except as required by law. The Consultant shall immediately notify the Commission or the RCA of the receipt of a demand by a third party for the disclosure of field test data generated under this Agreement. This requirement shall apply to all subcontractors.

ATTACHMENT I
PHASE I
INITIAL SITE ASSESSMENT REPORT

INITIAL SITE ASSESSMENT REPORT

GENERAL REQUIREMENTS

Contents of the Initial Site Assessment Report should include, but not limited to the following:

1. Title sheet, which identifies the Task Order number, project name, project location, contract number, Consultant name, name of author, and date.
2. Signature page with signature and title of persons who prepared and reviewed the project.
3. Table of Contents.
4. Investigative (Executive) Summary: This section should present and summarize the technical data and findings of the investigation.
5. Investigation narrative, which shall include, but not limited to, the following:
 - Investigation methods and evaluation criteria.
 - Known hazardous substance sites (name, location, contamination onsite, federal or state, impact, schedule for cleanup, etc.).
 - Potential hazardous substance sites in the vicinity of the ISA site (name, location, type of operation, reason to suspect potential are of impact, etc.).
 - Name, address, and telephone number of the business/owner(s) of each site.
 - Type of hazardous substance and/or containers involved at each site (e.g. sludge pits, ponds, underground/above ground storage tanks, piping, etc.) This data shall be written in a clear and concise form, and summarized in a table form.
 - Chemical/hazardous materials that have been stored/used in the past at each site and the known generators (if available) of the materials.
 - Permits, violations, plans, records, and any other information reviewed.
 - Sketches, photographs, and/or descriptive comments as necessary to identify important features such as buildings, ponds, utility lines, etc.
 - Aquifer descriptions, (depths to groundwater, gradient, conductivity, yield, quality, and beneficial users). Public sources such as the Department of Water Resources reports and USGS reports will be sources of this type of information.
 - Geologic units: Geologic and hydrologic information should be scaled to the freeway/rail project. The shallow subsurface conditions (e.g. less than 50 feet below ground surface) will have the greatest impact on construction.
 - Location and use of all known groundwater and monitoring wells in the subject vicinity of the study area.
 - All known or potential hazardous substance sites shall be identified with corresponding symbols and physical features such as geologic units, aquifer

descriptions, and depth to groundwater on a project right-of-way map included in the ISA Report.

- How project may affect suspect sites (e.g. area of contamination vs. construction excavation).
- A list of sites recommended for site investigations shall be included, along with recommendations for follow-up investigations. These sites shall be ranked by significance using a rationale fully justified in the report and prioritized for scheduling this follow-up work.
- Degree of significance for each hazardous substance problem in terms of time to mitigate and approximate costs.
- Describe future plans, if any, of the EPA, Cal-EPA, RWQCB, or other agencies involved in remediating hazardous substance sites within or adjacent to the proposed right-of-way.
- Identify individuals or agencies contacted in developing the information included in the ISA Report.
- List of contact names, telephone numbers, and dates contacted, and information reviewed.
- Limitations in the adequacy and/or conclusions reached in this assessment shall be explained in detailed.

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ATTACHMENT II
PHASE II
SITE INVESTIGATION REPORT

SITE INVESTIGATION REPORT

GENERAL REQUIREMENTS

The report shall be typed and bound in an 8 ½" by 11' size. Contents of the Site Investigation Report should include, but not limited to the following:

1. Title sheet, which identifies the contract number, Task Order number, project name, project location, Consultant name and date.
2. Signature page to include signature and title of persons who prepared and reviewed the report.
3. Table of Contents.
4. Investigative Summary: This section should present and summarize the technical data and findings of the investigation.
5. Introduction: At a minimum, this section should include:
 - Site Description
 - Surrounding Properties
 - Site History
 - Environmental Setting
 - Regional Geology
 - Site Geology and Hydrogeology
 - Purpose and Scope of Work
6. Site Investigation Procedures: This section should provide a work plan and field work methods used for the investigation and should include, at a minimum:
 - Soil Boring Locations
 - Atmospheric Monitoring
 - Borehole Drilling, Sampling and Backfilling
 - Field Screening
 - Equipment Decontamination
 - Chemical Analyses Program
7. Site Investigation Results: This section should provide an evaluation of soil investigation results and should include, at a minimum:
 - Maps to scale showing the site location, feature locations, boring and well locations, vertical and horizontal extent of contamination, contour maps of contaminant concentrations, and hydraulic gradient.
 - Cross-sections showing subsurface geologic and hydrogeologic conditions, sample results, and estimated extent of contamination. An estimate of

volume of contaminated soil and groundwater present must be given along with assumptions and calculations used.

- Statistical analysis of sample results estimating distribution and average concentration, and statistical analysis that demonstrate trends in contaminant level and distribution.
- Backup data for maps, cross sections, and graphs.
- Summary of laboratory results.

8. Conclusions and Recommendations: This section should include, at a minimum:

- Nature, extend, and estimated volume of contamination.
- Recommendations for additional work necessary to characterize the site and potential cost.

9. Appendices: All data used to support the report including, but not limited to:

- Well and boring logs for both existing and new wells and borings (include all wells that can influence hydrogeologic conditions of the site).
- Copies of all permits (e.g. drilling permits, well permits, excavation/grading permits, etc.) obtained from state, county and/or local regulatory agencies.
- Laboratory analysis of each sample tested. Laboratory reports must include Chain-of-Custody forms.
- Survey elevations and location of wells or borings, benchmark, or monument locations.

10. References

ATTACHMENT III
REMEDIAL INVESTIGATION/FEASIBILITY STUDY REPORT

REMEDIAL INVESTIGATION/FEASIBILITY STUDY REPORT

GENERAL REQUIREMENTS

The report shall be typed and bound in an 8 ½" by 11" size. Contents of the Site Investigation Report should include, but not limited to the following:

1. Title sheet, which identifies the Contract number, Task Order number, project name, project location, Consultant name and date.
2. Signature page to include signature and title of persons who prepared and reviewed the report.
3. Table of Contents.
4. Introduction: At a minimum, this section should include, but not limited to:
 - Site Description
 - Surrounding Properties
 - Site History
 - Environmental Setting
 - Regional Geology
 - Site Geology and Hydrogeology
 - Purpose and Scope of Work
5. Study Area Investigation: This section should include, at a minimum:
 - Surface features (topographic mapping, natural and manmade features, etc.)
 - Contaminant source investigation
 - Meteorological investigations
 - Surface water and sediment investigations
 - Soil and vadose zone investigations
 - Groundwater investigations
6. Physical Characteristics of Study Area: This section at a minimum should include field activity results, which then determine physical characteristics including:
 - Surface features
 - Geology
 - Hydrogeology
 - Soils
 - Demography and land use

7. Nature and Extent of Contamination: This section should present results of soil characterization, both natural chemical components and contaminants in media and transport.
8. Fate and Transport should include, at a minimum:
- Potential routes of migration
 - Contaminant persistence
 - Contaminant migration
9. Risk assessment should include, at a minimum:
- Human health evaluation
 - Environmental evaluation
10. Identification and screening Technologies: This section should include, at a minimum:
- Remedial Action Objectives
 - General Response Actions
 - Identification of appropriate and effective technologies for remediation of soil and/or groundwater contamination at the site
11. Development and Screening of Alternatives: This section should include, at a minimum:
- Assembly of technologies into remedial alternatives capable of addressing all media/volumes/areas of contamination which are of concern
 - Discussion of rationale for combination of technologies/media into alternatives
 - Discuss screening/evaluating of alternatives
 - Screen alternatives on the basis of effectiveness, implementation, and cost
 - Discuss feasibility to implement alternatives given the site conditions, location, and time frame
 - Discussion of effectiveness of the treatment on the material in question
 - Discuss the reliability of the alternatives in terms of demonstrated effectiveness and the operation and maintenance requirements
12. Detailed Analysis of Alternatives: This section should include an analysis of the “No Action” alternative and at least two other remedial alternatives. Each alternate analysis should address: time, operation and maintenance requirements, risks to health and environment, cost-effectiveness, level of cleanup, potential economic impact on the responsible party, the physical limitations of the site, controlling regulations and permits, public health concerns, direct and indirect capital costs, and the impact of the cleanup methods on the continuing site activities, future construction activities and Commission or RCA use of the property.

13. Summary and Conclusions

- Summary
- Recommendations

14. Recommended Remedial Alternative: Based on the results of the detailed analysis, this section should contain a detailed discussion of the recommended remedial alternative including the basis for this recommendation.

15. References

16. Appendices

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EXHIBIT "B"

SAMPLE TASK ORDER FORM

Task Order No. _____

Contract: [INSERT NAME OF CONTRACT]

Consultant: [INSERT NAME OF CONSULTANT]

The Consultant is hereby authorized to perform the following work subject to the provisions of the Contract identified above:

List funding sources: _____

List any attachments: (Please provide if any.)

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

Completion Date: _____, 201__

The undersigned consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

Riverside County Transportation Commission

Consultant

Dated: _____

Dated: _____

By: _____

By: _____

EXHIBIT "C" - COMPENSATION AND PAYMENT

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EXHIBIT "C"

COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
Prime Consultant:		
Dudek	Environmental Site Assessment	\$ 350,000.00
Sub Consultants:		
Aurora Industrial Hygiene	Industrial Hygiene and Lead/Asbestps Remediation	TBD
Belshire	Waste Disposal	TBD
BC2 Environmental	Drilling	TBD
Calvada Surveying, Inc.	Utility Clearance Services	TBD
Environmental Health Decisions	Environmental Health Assissments/Toxicologist	TBD
Eurofins CalScience LLC	Analystical Lab Testing	TBD
GEOVision	Geophysical Surveying	TBD
Habitat Restoration Sciences, Inc.	Excavation Remediation, Demolition, Direct Push	TBD
Jones Environmental	Analystical Lab Testing	TBD
Millennium Environmental Inc.	Direct Push Drilling	TBD
RCS Safety	Traffic Control	TBD
ULS	Utility Clearance Services	TBD
TOTAL COSTS		\$ 350,000.00

¹ Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

EXHIBIT "D"

FHWA/ CALTRANS REQUIREMENTS

1. STATEMENT OF COMPLIANCE.

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

B. During the performance of this Agreement, Consultant and its subconsultants 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. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants 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 Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. If this Agreement is federally funded, the Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. If this Agreement is federally funded, the Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations,

including employment practices when the Agreement covers a program whose goal is employment.

2. DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

3. DISCRIMINATION

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

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

4. PROMPT PAYMENT

Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the

prime contractor receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission. This clause applies to both DBE and non-DBE subcontractors.

5. RELEASE OF RETAINAGE

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

6. LEGAL REMEDIES

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

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

7. DBE PARTICIPATION

Caltrans has developed a statewide DBE program pursuant to 49 C.F.R. Part 26. The requirements and procedures, as applicable, of the Caltrans DBE program are hereby incorporated by reference into this Agreement. Even if no DBE participation will be reported, Consultant shall complete Exhibits "E" of this Agreement in compliance with the Caltrans DBE program, a final utilization report in the form provided by the Commission, and any other Caltrans required DBE forms.

A. This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." By obtaining DBE participation on this Agreement, Consultant will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. This Agreement does not have a DBE goal, but DBE goals may be included with each task order request for proposals. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.

C. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Commission, Caltrans or the Department of Transportation deems appropriate.

D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

E. A DBE may be terminated only with prior written approval from the Commission and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting Commission consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

8. DBE PARTICIPATION GENERAL INFORMATION

It is Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Caltrans DBE program. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE joint-venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint-venture commensurate with its ownership interest.

D. A DBE must perform a commercially useful function, pursuant to 49 CFR 26.55 that is, must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work, as more fully described in section 8 below.

E. The Consultant shall list only one subcontractor for each portion of work as defined in the Consultant's bid/proposal and all DBE subcontractors should be listed in the Consultant's bid/cost proposal list of subcontractors.

F. A Consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

9. COMMERCIALLY USEFUL FUNCTION

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

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

C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

10. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the Commission's Contract Administrator within 30 days.

11. DBE RECORDS

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

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

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the most current version of the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)," CEM- 2402F (Exhibit 17-F in Chapter 17 of the LAPM), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Commission's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Commission's Contract Administrator.

a. Prior to the fifteenth of each month, the Contractor shall submit documentation to the Commission's Contract Administrator showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Commission's Contract Administrator showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

b. The Contractor shall also submit to the Commission's Contract Administrator documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification," CEM-2404(F) form provided to the Contractor by the Commission's Contract Administrator.

12. REPORTING MATERIAL OR SUPPLIES PURCHASED FROM DBEs

When Reporting DBE Participation, Material or Supplies purchased from DBEs may count as follows:

A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly

sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

13. REPORTING PARTICIPATION OF DBE TRUCKING COMPANIES

When Reporting DBE Participation, Participation of DBE trucking companies may count as follows:

A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.

B. The DBE must itself own and operate at least one fully licensed, insure, and operational truck used on the Agreement.

C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.

D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

F. For the purposes of this section, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives

the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

14. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

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

15. ENVIRONMENTAL COMPLIANCE

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

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

16. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

EXHIBIT "E" - FTA PROVISIONS

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

Notwithstanding anything to the contrary contained in the Agreement, including the other Exhibits attached thereto, the following provisions shall apply if funding for the Services is provided, in whole or in part, from the Federal Transit Administration ("FTA"). In addition, the exhibits attached to this Agreement, may be replaced and substituted with similar forms required by FTA. Consultant agrees to complete any such substitute forms.

1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD-PARTIES BY USE OF A DISCLAIMER

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

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

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

1 UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION MASTER AGREEMENT For Federal Transit Administration Agreements authorized by 49 U.S.C. chapter 53, Title 23, U.S.C. (Highways), Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, the National Capital Transportation Act of 1969, as amended, the Transportation Equity Act for the 21st Century, as amended, 23 U.S.C. § 101 note, or other Federal enabling legislation; FTA MA(14); October 1, 2007; <http://www.fta.dot.gov/documents/14-Master.pdf>.

(2) The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation 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. chapter 53 or any other Federal law, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Consultant, to the extent the Federal Government deems appropriate.

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

3. ACCESS TO RECORDS

(1) The Consultant agrees to provide the Commission, the FTA Administrator, the U.S. Secretary of Transportation, the Comptroller General of the United States or any of their authorized representatives access to all Project work, materials, payrolls, and other data of the Consultant which are directly pertinent to this contract as required by 49 U.S.C. § 5325(g).

(2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Consultant agrees 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 transmission of the final expenditure report, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until the Commission, 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).

(4) The Consultant agrees to require its subcontractors and third party contractors to provide the same.

4. FEDERAL CHANGES

Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Grant Agreement or Cooperative Agreement between the Commission and the Federal Government

("Grant Agreement or Cooperative Agreement"), as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

5. CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, FTA Circular 4702.1A, "Title VI and Title VI – Dependent Guidelines for Federal Transit Administration Recipients," May 13, 2007, Federal transit law at 49 U.S.C. § 5332, the Consultant 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 Consultant 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 – The Consultant agrees to comply with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and equal employment opportunity provisions of 49 U.S.C. § 5332, and 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 Consultant 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 Consultant agrees to comply with any implementing requirements FTA may issue.

(3) Age - In accordance with the Age Discrimination in Employment Act, as amended, 29 U.S.C. §§ 621 through 634 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(4) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(5) DBE Program Compliance - The Commission has established a DBE Program pursuant to 49 C.F.R. Part 26, which applies to FTA funded agreements. The requirements and procedures of the Commission's DBE Program are hereby incorporated by reference into this Agreement. Consultant shall complete Exhibits "G" and "H" of this Agreement, or similar forms to be provided by the Commission, in compliance with the Commission's DBE Program for FTA funded agreements. Failure by Consultant or its subcontractor(s) to carry out the Commission's DBE Program procedures and requirements, or the applicable requirements of 49 C.F.R. Part 26, section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26, shall be considered a material breach of this Agreement. Such a material breach may be grounds for termination of this Agreement or such other appropriate administrative remedy as the Commission deems appropriate. The Consultant shall ensure that a provision mandating compliance with the Commission's DBE Program for FTA funded agreements is included in any and all sub-agreements entered into which arise out of or are related to this Agreement. Consultant shall also promptly provide the Commission with all necessary information related to the DBE status of its subcontractors. Should the DBE status of any of its subcontractors change in any way, Consultant shall promptly inform the Commission of this change.

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

6. TERMINATION PROVISIONS

The termination provisions found at Section 21 of this Agreement are consistent with the termination provisions suggested by FTA for the protection of the Federal Government. The termination provisions found at Section 21 of this Agreement control termination under this Agreement.

7. DEBARMENT AND SUSPENSION

Instructions for Certification

1. By signing and submitting a Proposal, the Consultant is providing the signed certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Commission may pursue available remedies, including suspension and/or debarment.
3. The Consultant shall provide immediate written notice to Commission if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact Commission for assistance in obtaining a copy of those regulations.
5. The Consultant agrees by submitting a Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Commission.
6. The Consultant further agrees by submitting a Proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Commission may pursue available remedies including suspension and/or debarment.
9. The Consultant agrees to comply, and assures the compliance of each subconsultant, lessee, or third party contractor, with Executive Orders Nos. 12549 and 12689, “Debarment

and Suspension,” 31 U.S.C. § 6101 note, and U.S. DOT regulations, “Governmentwide Debarment and Suspension (Nonprocurement),” 49 C.F.R. Part 29.

10. The Consultant agrees to, and assures that its subconsultants, lessees and third party contractors have reviewed the “Excluded Parties Listing System” at <http://elpls.gov/> before entering into any third sub agreement, lease or third party contract.

“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”

(1) The Consultant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the Consultant is unable to certify to the statements in this certification, it shall attach an explanation to this proposal.

8. PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Commission Executive Director, or his or her designee. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to the Commission’s Executive Director, or his or her designee. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Commission’s Executive Director, or his or her designee, shall be binding upon the Consultant and the Consultant shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Commission, Consultant shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Commission and the Consultant arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Commission is located.

Rights and Remedies - The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties,

obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Commission, or Consultant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

FTA Notification - Consultant shall notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project. If the Consultant wishes to name the Federal Government as a party to litigation, the Consultant shall inform FTA in writing before doing so.

9. LOBBYING

Lobbying Restrictions. To the extent applicable, Consultant agrees to:

- (1) Comply, and assure the compliance of each subcontractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.
- (2) Comply with Federal statutory provisions, to the extent applicable, prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

10. CLEAN AIR

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Consultant agrees to report each violation to the Commission and understands and agrees that the Commission will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. CLEAN WATER

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 through 1377. The Consultant agrees to report each violation to the Commission and understands and agrees that the Commission will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

12. ENERGY CONSERVATION

Energy Conservation. To the extent applicable, Consultant agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.* To the extent applicable, Consultant agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. Part 622, Subpart C.

13. CONFORMANCE WITH NATIONAL ITS ARCHITECTURE

National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, Consultant agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and with FTA Notice, “FTA National ITS Architecture Policy on Transit Projects” 66 Fed. Reg. 1455 *et seq.*, January 8, 2001, and other subsequent Federal directives that may be issued.

14. ADDITIONAL REQUIREMENTS

To the extent applicable, Consultant agrees to comply with the Federal programs specified below and, with regard to such programs, Consultant agrees not compromise the Commission’s compliance with Federal requirements as pertains to the Project.

The Programs are as follows:

- (1) Urbanized Area Formula Program authorized under 49 U.S.C. § 5307.
- (2) Elderly Individuals and Individuals with Disabilities Formula Program authorized under 49 U.S.C. § 5310 as amended by SAFETEA-LU and subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, respectively.
- (3) New Freedom Program authorized under 49 U.S.C. § 5317.
- (4) Nonurbanized Area Formula Program authorized under 49 U.S.C. § 5311(b).
- (5) Clean Fuels Grant Program authorized under 49 U.S.C. § 5308.
- (6) Job Access and Reverse Commute Formula Grant Program authorized under 49 U.S.C. § 5316.

15. RELEASE OF RETAINAGE

The Commission shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Commission of the contract work and pay retainage to prime contractors based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted

including incremental acceptances of portions of the contract work by the Commission. Federal regulations (49 CFR 26.29) require that any delay or postponement of payment over 30 days may take place only for good cause and with the Commission's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

16. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Federal Transit Authority, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the Federal Transit Authority, 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 Commission requests which would cause the Commission to be in violation of the FTA terms and conditions.

17. 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. Contact 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).

18. 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.

DRAFT

EXHIBIT “F” – LOBBYING ACTIVITIES DISCLOSURE

DRAFT

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

AGENDA ITEM 7I

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 13, 2022
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Hanan Sawalha, Management Analyst Brian Cunanan, Commuter & Motorist Assistance Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Freeway Service Patrol Tow Operator Fuel Relief Reimbursement

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Authorize one-time payment as fuel relief reimbursement to Pepe's Towing for Freeway Service Patrol (FSP) services on Beats 4, 7, 8 for a total amount of \$6,270 for the months of March through June 2022;
- 2) Approve Agreement No. 18-45-132-03, Amendment No. 3 to Agreement No. 18-45-132-00, with Coastal Pride Towing for continued FSP services on Beats 20, 34, 35 for an additional amount of \$187,400 for fuel relief reimbursement, including a one-time reimbursement for the months of March through June 2022 and ongoing monthly reimbursements through the term of the agreement ending August 29, 2023, for a total amount not to exceed \$2,652,356;
- 3) Approve Agreement No. 17-45-061-04, Amendment No. 4 to Agreement No. 17-45-061-00, with Pepe's Towing for continued FSP services on Beats 18, 19 for an additional amount of \$24,750 for fuel relief reimbursement, including a one-time reimbursement for the months of March through June 2022 and ongoing monthly reimbursements through the term of the agreement ending September 30, 2022, for a total amount not to exceed \$4,308,922;
- 4) Approve Agreement No. 16-45-103-04, Amendment No. 4 to Agreement No. 16-45-103-00, with Steve's Towing for continued FSP services on the express lanes for an additional \$47,900 for fuel relief reimbursement, including a one-time reimbursement for the months of March through June 2022 and ongoing monthly reimbursements through the term of the agreement ending January 31, 2023, or a total amount not to exceed \$2,216,097; and
- 5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission.

BACKGROUND INFORMATION:

The Commission, acting in its capacity as the Service Authority for Freeway Emergencies, is the principal agency in Riverside County, in partnership with Caltrans and the California Highway Patrol (CHP), managing the FSP program. The purpose of the FSP program is to provide a continuously roving tow services patrol along designated freeway segments (referred to as beats) to relieve freeway congestion and facilitate the rapid removal of disabled vehicles and those involved in minor accidents on local freeways.

Contracts with tow operators for FSP services are typically entered into for five-year terms. At the time of the request for proposals (RFP), operators are asked to provide tow rates for all five years, taking into consideration possible inflation and other cost increases. However, the recent fuel cost increases were more significant than expected and operators with older contracts, and consequently lower hourly rates, are being impacted.

DISCUSSION:

The continuous roving requirement of the FSP program results in high mileage travelled by each FSP truck. Driver mileage is logged on a daily basis. The average monthly miles driven per truck for the impacted contracts is as follows:

Operator	Contract	Expiration	Beats	Number of Trucks	Average Monthly Miles Per Truck
Coastal Pride	18-45-132-02	08/29/2023	20, 34, 35	6	5,700
Pepe's Towing	16-45-082-04	03/31/2022	4, 7, 8	6	4,856
	16-45-083-02				
	16-45-044-04	09/30/2022	18, 19	5	4,098
Steve's Towing	17-45-061-03				
	16-45-103-03	01/31/2023	Express Lanes	3	5,190

Due to the unprecedented increases in fuel expenses staff is recommending a fuel relief reimbursement to help our tow operators maintain viable operations. The contracts being considered for fuel relief reimbursement are three years or older and belong to three operators: Coastal Pride Towing, Pepe's Towing, and Steve's Towing. For reference, contracts three years or older have hourly tow rates of \$63.96 - \$70.00 compared to more current contracts ranging between \$80.07 - \$89.94.

It is estimated that one gallon of fuel is used to travel between 10-14 miles. The gallon price of diesel fuel has steadily increased since the beginning of the calendar year. According to statistics from the U.S. Energy Information Administration (EIA), the average cost of diesel fuel started at \$4.80 per gallon in January 2022 and has reached \$6.48 per gallon as of May 2022.

Month	California No 2 Diesel Retail Prices Dollars per Gallon
January 2022	\$4.803
February 2022	\$5.018
March 2022	\$6.133
April 2022	\$6.260
May 2022	\$6.479

Source: EIA

The fuel rates used by the tow operators at the time of the price proposal range between \$4.00 and \$5.00. The proposed fuel relief payment will occur in two parts. The first portion will be a fuel relief reimbursement for FY 21-22, specifically the months of March – June. The second portion will be recurring monthly payments added to their invoices, through the term of the agreements. In order to determine the fuel relief reimbursement amount for each operator, estimated gallons used for March - June were multiplied by the difference of the average fuel cost for the month, per the EIA, and the proposed fuel cost submitted by the operator at the time of the RFP.

The ongoing monthly relief payments will be determined by multiplying the estimated gallons used, based on average monthly mileage, by the difference of the average fuel cost for the month, per the EIA, and the proposed fuel cost submitted by the operator at the time of the RFP.

$$\begin{array}{l} \text{Monthly Fuel} \\ \text{Relief} \\ \text{Reimbursement} \end{array} = \begin{array}{l} \text{Estimated} \\ \text{gallons used} \\ \text{for the month} \end{array} \times \left[\begin{array}{l} \text{Average fuel cost} \\ \text{for the month per} \\ \text{the EIA} \end{array} - \begin{array}{l} \text{Operator} \\ \text{proposed fuel} \\ \text{cost at bid} \end{array} \right]$$


These payments will be made for any overage of fuel cost above the operator RFP fuel price, up to a cost of \$8.00 per gallon and end September 2023. For any given month where the average cost of fuel per the EIA drops to the fuel rate at which the operator bid or lower, no relief reimbursement will be made for that month. Staff will be monitoring fuel prices on a monthly basis and should fuel cost exceed \$8.00 per gallon, this item will be brought back to the Commission with an updated recommendation. A breakdown of the total fuel relief reimbursement plan is as follows:

Operator	Contract	Expiration	FY 21/22 Fuel Relief (Mar – June 2022)	Ongoing Maximum Fuel Relief for July - Remaining Term of Agreement	Maximum Total Fuel Relief Reimbursement
Coastal Pride	18-45-132-02	08/29/2023	\$27,100	\$160,300	\$187,400
Pepe's Towing	16-45-082-04 16-45-083-02 16-45-044-04	03/31/2022	\$6,270	-	\$6,270
	17-45-061-03	09/30/2022	\$9,300	\$15,450	\$24,750
Steve's Towing	16-45-103-03	01/31/2023	\$11,500	\$36,400	\$47,900
Total			\$54,170	\$212,150	\$266,320

The current rates of the impacted contracts range between \$63.96 - \$70.00 per hour. Factoring in the maximum fuel relief adjustment into the monthly operating reimbursement, the range of hourly rates is approximately \$73.00 - \$80.00.

FISCAL IMPACT

Sufficient funding, consisting of Caltrans, SAFE funds and toll revenues, for towing services is available in Fiscal Year 2021/22 budget and included in the proposed FY 2022/23 budget.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2021/22 FY 2022/23 FY 2023/24	Amount:	\$54,170 \$189,250 \$22,900
Source of Funds:	State of California, SAFE funds, Toll revenues			Budget Adjustment:	No N/A
GL/Project Accounting No.:	002173 81014 00000 0000 201 45 81002 009199 81014 00000 0000 591 31 81002 001599 81014 00000 0000 515 31 81002				
Fiscal Procedures Approved:				Date:	06/16/2022

Attachments:

- 1) Draft Agreement No. 18-45-132-03
- 2) Draft Agreement No. 17-45-061-04
- 3) Draft Agreement No. 16-45-103-04

4) Description of Service Areas

*Approved by the Western Riverside County Programs and Projects Committee on
June 27, 2022*

In Favor: 9 Abstain: 0 No: 0

Agreement No. 18-45-132-03

**AMENDMENT NO. 3
TO AGREEMENT FOR FREEWAY EMERGENCIES,
FOR FREEWAY SERVICE PATROL FOR BEAT #20, #34
AND #35 WITHIN RIVERSIDE COUNTY
WITH OJ
BARKA, INC.**

1. PARTIES AND DATE

- 1.1 This Amendment No. 3 is made and entered into as of _____, 2022 by and between the Riverside County Transportation Commission, a public entity ("COMMISSION"), acting as the Riverside County Service Authority for Freeway Emergencies (referred to herein as "SAFE"), and OJ Barka, Inc., a California corporation (referred to herein as "CONTRACTOR"). SAFE and CONTRACTOR are sometimes individually referred to herein as "Party" and collectively as "Parties".

2. RECITALS

- 2.1 SAFE and Coastal Pride Towing, Inc. entered into Agreement No. 18-45- 132-00, dated August 21, 2018, for the purpose of providing Freeway Service Patrol ("FSP") services on Beat No. 20, 34, & 35 within Riverside County (the "Master Agreement").
- 2.2 SAFE, Coastal Pride Towing, Inc. and CONTRACTOR entered into an Assignment and Assumption Agreement dated May 6, 2019 (referred to herein as Amendment No. 1) in order to assign the Master Agreement from Coastal Pride Towing, Inc. to CONTRACTOR.
- 2.3 SAFE and CONTRACTOR entered into Amendment No. 2 to the Master Agreement, dated August 28, 2011, for the purpose of extending the term of the Master Agreement and to acknowledge the right of SAFE to waive penalties, imposed pursuant to the terms of the Master Agreement, in its discretion.
- 2.4 SAFE and CONTRACTOR now desire to amend the Master Agreement in order to add fuel relief reimbursement.

3. TERMS

- 3.1 The maximum compensation to be provided under this Amendment No. 3 shall not exceed One Hundred Eighty-Seven Thousand, Four Hundred Dollars (\$187,400).

- 3.2 The maximum not to exceed value of the Master Agreement, as amended by this Amendment No. 3 shall not exceed Two Million, Six Hundred Fifty-Two Thousand, Three Hundred Fifty-Six Dollars (\$2,652,356).
- 3.3 Except as amended by this Amendment No. 3, all provisions of the Master Agreement, as previously amended, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No. 3.
- 3.4 This Amendment shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.5 The recitals set forth above are true and correct and are incorporated into this Amendment No. 3 by reference.
- 3.6 This Amendment No. 3 may be signed in counterparts, each of which shall constitute an original.
- 3.7 A manually signed copy of this Amendment No. 3 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. 3 for all purposes. This Amendment No. 3 may be signed using an electronic signature.

[Signatures on following page]

**SIGNATURE PAGE TO
AGREEMENT NO. 18-45-132-03**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

OJ BARKA, INC., a California Corporation

By: _____
Anne Mayer, Executive Director

Signature

Name

Title

APPROVED AS TO FORM

ATTEST:

By: _____
Best Best & Krieger
General Counsel

By: _____

Its: _____

* A corporation requires the signatures of two corporate officers.

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

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

Agreement No. 17-45-061-04

**AMENDMENT NO. 4 TO AGREEMENT
BETWEEN RIVERSIDE COUNTY TRANSPORTATION COMMISSION, ACTING
AS THE RIVERSIDE COUNTY SERVICE AUTHORITY FOR FREEWAY
EMERGENCIES, FOR FREEWAY SERVICE PATROL FOR BEAT #18 AND #19
WITHIN RIVERSIDE COUNTY WITH PEPE'S TOWING
SERVICES**

1. PARTIES AND DATE

This Amendment No. 4 for Freeway Service Patrol Services is made and entered into as of _____, 2022, by and between the Riverside County Transportation Commission, a public entity ("Commission"), acting as the Riverside County Service Authority for Freeway Emergencies (referred to herein as "SAFE"), and Pepe's Inc., a California corporation doing business as Pepe's Towing Services (referred to herein as "Contractor"). SAFE and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties".

2. RECITALS

- 2.1 SAFE and Contractor have entered into an agreement dated October 1, 2017, for the purpose of providing Freeway Service Patrol ("FSP") services on Beat No. 18 and 19 within Riverside County (the "Master Agreement").
- 2.2 SAFE and Contractor amended the Master Agreement on July 9, 2019 ("Amendment No. 1"), in order to add construction FSP services required for the State Route 60 truck lane construction project (the "60 TL Project").
- 2.3 SAFE and Contractor amended the Master Agreement on June 10, 2020 ("Amendment No. 2"), in order to exercise the first one-year option extending the term to September 30, 2021 and add construction FSP services required for the Caltrans 1-10 Tune-Up construction project ("1-10 Tune-Up Project") between Pennsylvania Avenue in Beaumont to SR-111 in Cabazon.
- 2.4 SAFE and Contractor entered into an Amended and Restated Amendment No. 2 to the Master Agreement ("Restated Amendment No. 2") on September 25, 2020 to expressly include the term extension.
- 2.5 SAFE and Contractor amended the Master Agreement on September 30, 2021, in order to exercise the second one-year option extending the term to September 30, 2022.

- 2.6 SAFE and Contractor now desire to amend the Master Agreement in order to add fuel relief reimbursement.

3. TERMS

- 3.1 The maximum compensation to be provided under this Amendment No. 4 shall not exceed Twenty-Four Thousand, Seven Hundred Fifty Dollars (\$24,750).
- 3.2 The maximum not to exceed value of the Master Agreement, as amended by this Amendment No. 4 shall not exceed Four Million, Three Hundred Eight Thousand, Nine Hundred Twenty-Two Dollars (\$4,308,922).
- 3.3 Except as amended by this Amendment No. 4, all provisions of the Master Agreement, as previously amended, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 4.
- 3.4 This Amendment No. 4 shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.5 A manually signed copy of this Amendment No. 4 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. 4 for all purposes. This Amendment No. 4 may be signed using an electronic signature.
- 3.6 This Amendment No. 4 may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

**SIGNATURE
PAGE TO
AGREEMENT NO. 17-45-061-04**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**PEPE'S, INC.
DBA PEPE'S TOWING SERVICES**

By: _____
Anne Mayer, Executive Director

Signature

Name

Title

APPROVED AS TO FORM

ATTEST:

By: _____
Best Best & Krieger
General Counsel

By: _____

Its: _____

* A corporation requires the signatures of two corporate officers.

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

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

Agreement No. 16-45-103-04

**AMENDMENT NO. 4 TO
 AGREEMENT FOR FREEWAY SERVICE PATROL SERVICES
 FOR BEAT NO. 91-T AND BEAT NO.15-T
 WITH E&S TOWING ENTERPRISES, INC. D/B/A STEVE'S TOWING**

1. PARTIES AND DATE

This Amendment No. 4 is made and entered into as of _____, 2022 by and between the Riverside County Transportation Commission acting in its capacity as the Riverside Service Authority for Freeway Emergencies ("SAFE"), a public entity, and E&S Towing Enterprises, Inc., a California corporation d/b/a Steve's Towing (referred to herein as "CONTRACTOR").

2. RECITALS.

- 2.1 SAFE and CONTRACTOR have entered into an agreement, dated December 29, 2016, for the provision of freeway patrol services on Beat No. 91-T on behalf of the SAFE (the "Master Agreement").
- 2.2 SAFE and CONTRACTOR have entered into an Amendment No. 1 to the Master Agreement, dated September 23, 2019, to extend the term of the Master Agreement to December 31, 2021, for the continued provision of freeway service patrol services.
- 2.3 SAFE and CONTRACTOR have entered into an Amendment No. 2 to the Master Agreement, dated June 10, 2020, in order to amend the Scope of Services to include freeway service patrol services for the 15 Express Lanes beat (Beat No. 15-T); provide a new hourly rate and additional compensation for such Services; and allocate funds for CONTRACTOR to outfit two trucks to be used for the Services to meet FSP compliance requirements.
- 2.4 SAFE and CONTRACTOR have entered into Amendment no. 3 to the Master Agreement, dated December 30, 2021, in order extend the term of the Master Agreement, provide a new hourly rate for Beat No. 91-T, and provide additional compensation for Services.
- 2.5 SAFE and CONTRACTOR now desire to amend the Master Agreement in order to add fuel relief reimbursement.

3. TERMS

- 3.1 The maximum compensation to be provided under this Amendment No. 4 shall not exceed Forty-Seven Thousand Nine Hundred Dollars (\$47,900).
- 3.2 The maximum not to exceed value of the Master Agreement, as amended by this Amendment No. 4 shall not exceed Two Million, Two Hundred Sixteen Thousand, Ninety-Seven Dollars (\$2,216,097).
- 3.3 Except as amended by this Amendment No. 4, all provisions of the Master Agreement, as previously amended, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern

the actions of the parties under this Amendment No. 4.

- 3.4 This Amendment No. 4 shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.5 This Amendment No. 4 may be signed in counterparts, each of which shall constitute an original.
- 3.6 A manually signed copy of this Amendment No. 4 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. 4 for all purposes. This Amendment No. 4 may be signed using an electronic signature.

[Signatures on following page]

**SIGNATURE PAGE
TO
AGREEMENT NO. 16-45-103-04**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**E&S TOWING ENTERPRISES, INC.
dba STEVE'S TOWING**

By: _____
Anne Mayer, Executive Director

Signature

Name

Title

APPROVED AS TO FORM

ATTEST:

By: _____
Best Best & Krieger
General Counsel

By: _____

Its: _____

* A corporation requires the signatures of two corporate officers.

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

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

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
FREEWAY SERVICE PATROL - IMPACTED BEATS DESCRIPTION**



BEAT	COMPANY	NO. OF TRUCKS	SERIVCE AREA	LENGTH IN MILES
4	Pepe's Towing	2	SR-91 from Magnolia Ave to 60/91/215 Interchange	11.0
7	Pepe's Towing	2	SR-60 from Milliken St to Main St	11.7
8	Pepe's Towing	2	SR-60 from Central Ave to I-215 at Alessandro Blvd to S-R60 at Theodore St	12.3
18	Pepe's Towing	3	I-215 from RC line to Central Ave	5.8
19	Pepe's Towing	2	I-215 from Alessandro to 74/W 4th St	10.2
20	Coastal Pride Towing	2	I-215 from SR-74/W 4th St to Murrieta Hot Springs	16.8
34	Coastal Pride Towing	2	I-15 from Indian Truck Trail to SR-74 I-15 from SR-74 to Bundy Canyon Road	14.1
35	Coastal Pride Towing	2	I-15 from Bundy Canyon Road to SR-79/ Temecula Parkway	12.9
Express Lanes	Steve's Towing	3	SR- 91 Exp Lanes from OC line to McKinley, I-15S Connector to Ontario Ave I-15 Exp Lanes from SR60 to Cajalco Rd.	27.1

AGENDA ITEM 7J

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 13, 2022
TO:	Riverside County Transportation Commission
FROM:	Audit Ad Hoc Committee Jennifer Fuller, Financial Administration Manager Sergio Vidal, Chief Financial Officer
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Fiscal Year 2020/21 Transportation Development Act and Measure A Audit Results

AUDIT AD HOC COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to receive and file the Transportation Development Act (TDA) and Measure A audit results report for Fiscal Year 2020/21.

BACKGROUND INFORMATION:

In May 2021, following a competitive procurement, the Commission awarded agreements for a three-year contract term with three one-year options to extend the agreements to four audit firms to perform financial and compliance audits and agreed-upon procedures (audits) for TDA claimants (Article 3 and Article 4), Measure A recipients, and the Western Riverside County Regional Conservation Authority (RCA) Member Agencies related to the Multiple Species Habitat Conservation Plan (MSHCP) Local Development Mitigation Fee. The firms and the services provided are as follows:

Audit Firm	Geographic Region	Audits Performed
Eide Bailey LLP (Eide Bailey)	Western Riverside County	TDA, Measure A LSR, MSCHP
Brown Armstrong Accountancy Corporation (Brown Armstrong)	Western Riverside County, Coachella Valley, County of Riverside	TDA, Measure A LSR, MSCHP
BCA Watson Rice LLP (BCAWR)	Western Riverside County	Measure A LSR, Measure A Specialized Transit, MSCHP
Conrad LLP (Conrad)	Western Riverside County, Coachella Valley, Palo Verde Valley	TDA, Measure A LSR, MSCHP

Each jurisdiction was assigned one audit firm for all audits required. Riverside Transit Agency (RTA) and SunLine Transit Agency (SunLine) have elected to hire their own auditors. While the contracts include RCA audits, this staff report only reports the results of the TDA and Measure A audits.

Overview of Audits

RCTC

Eide Bailly, Brown Armstrong, BCAWR, and Conrad, along with the other agencies' auditors, completed the FY 2020/21 audits and issued the audit reports. The following is a summary of the 61 audits performed:

Funding Type	Type of Procedure	Eide Bailly	Brown Armstrong	BCAWR	Conrad	Other Auditors	Total
TDA Article 3 (bicycle and pedestrian projects)	Financial and compliance audit	1	6	0	3	0	10
TDA Article 4 (transit)	Financial and compliance audit	4	0		1	2	7
Measure A specialized transit	Agreed-upon procedures	0	0	15	0	0	15
Measure A local streets and roads	Agreed-upon procedures	4	13	2	10	0	29

Based on a review of the reports, the following items are highlights from the FY 2020/21 audit results.

TDA Article 4 (Transit)

- Three transit operators (Corona, Riverside, and Riverside Transit Agency) did not meet the fare ratio requirement; however, Assembly Bill (AB) 90, signed by the Governor in June 2020, prohibits the imposition of a penalty on operators that do not maintain the required ratio of fare revenues to operating cost during FY 2019/20 or FY 2020/21. AB149, signed by the Governor in July 2021, extended the exemption through fiscal year 2023.
- Banning's auditor identified a control weakness over the financial reporting process as the city did not reconcile all entries, so revenue was initially overstated.

Measure A Specialized Transit

- Two agencies (Care Connexus and Community Connect-211 Program and Transportation Access Program (TAP Program)) did not meet the adjusted match requirement by \$1,564. The Care Connexus shortfall was \$104, or about 0.1 percent of the adjusted match requirement, while the Community Connect-211 Program and TAP Program shortfalls were approximately .2 percent and 2.9 percent, respectively, of the adjusted match requirement.
- Five agencies (Boys & Girls Club of Menifee Valley, Care-A-Van, Exceed, Friends of Moreno Valley, and Independent Living Partnership) had excess revenues over expenses totaling \$29,626, of which \$2 is related to excess Measure A funds received by the Boys & Girls Club of Menifee Valley. The balance of \$29,624 relates to excess cash matching

contributions that may be retained by the agencies. The Community Connect 211 Program and TAP Program also had excess Measure A revenues of \$45 and \$106 respectively which relate to the unmet match for both programs.

- Five agencies (Blindness Support, Care Connexus, Community Connect-TAP Program, Forest Folk, and Riverside University Health System Medical Center) had an excess of expenses over revenues aggregating \$52,215. Generally, the agencies are responsible to cover the excess of expenses; however, if there is a balance of Measure A funds allocated to an agency, the agency may submit a revised claim.

Measure A Local Streets and Roads

- Three jurisdictions (Desert Hot Springs, Indian Wells, and Temecula) met their maintenance of effort (MOE) requirements using the prior year carryover, as permitted under the MOE Guidelines.
- Five jurisdictions (Canyon Lake, Corona, Murrieta, Palm Desert, and Perris) have fund balances in excess of three years of revenues. While the Commission policy suggests such amounts should not exceed three years, the jurisdictions provided reasonable explanations for the amounts, including project delays and capital improvement plans to expend those funds on projects in the next five years.

Attached is the summary of transportation and transit fund operations and related audit results for the various types of TDA (Articles 3 and 4) and Measure A (specialized transit and local streets and roads) funding audits. Each schedule provides information for each claimant and recipient regarding the revenues, expenditures/expenses, and change in fund balance/net assets for the year ended June 30, 2021, and other financial and compliance information.

Attachments:

- 1) FY 2020/21 Transportation Development Act Article 3 Schedule
- 2) FY 2020/21 Transportation Development Act Article 4 Schedule
- 3) FY 2020/21 Measure A Specialized Transit Schedule
- 4) FY 2020/21 Measure A Local Streets and Roads Schedule

**Transportation Development Act Article 3 Schedule
Year Ended June 30, 2021**

	Coachella	Indio	Lake Elsinore	Menifee	Moreno Valley	Palm Springs	Perris	Riverside	Temecula	County of Riverside
Revenues:										
Intergovernmental allocations:										
Article 3	\$ 1,344,050	\$ 88,748	\$ -	\$ 183,263	\$ 197,471	\$ 146,500	\$ -	\$ 283,237	\$ 115,278	\$ 801,500
Interest income	7	-	580	-			-	-	-	
Total revenues	1,344,057	88,748	580	183,263	197,471	146,500	-	283,237	115,278	801,500
 Total expenditures	-	-	473,669	183,263	210,301	-	125,000	227,890	-	801,500
Excess (deficiency) of revenues over (under) expenditures	1,344,057	88,748	(473,089)	-	(12,830)	146,500	(125,000)	55,347	115,278	-
 Other financing sources (uses)										
Transfers in (out)	-	(88,748)	245,427					(28,065)		
Grants refund to Agency	(552)									
Total other financing sources (uses)	(552)	(88,748)	245,427	-	-	-	-	(28,065)	-	-
 Net changes in fund balance	1,343,505	-	(227,662)	-	(12,830)	146,500	(125,000)	27,282	115,278	-
 Prior period adjustment	-	-	-	-	-	-	-	-	-	-
Fund balances at beginning of year	(1,343,505)	-	227,662	-	-	(146,500)	-	(27,073)	(115,278)	-
Fund balances at end of year	\$ -	\$ -	\$ -	\$ -	\$ (12,830)	\$ -	\$ (125,000)	\$ 209	\$ -	\$ -

Source: 2021 Financial Statements

Transportation Development Act Article 4 Schedule
Year Ended June 30, 2021

	Banning	Beaumont	Corona	Riverside	PVWTA	RTA ¹	SunLine ¹
Total operating revenues	\$ 2,096	\$ 18,116	\$ 63,382	\$ 65,367	\$107,466	\$ 3,217,731	\$ 2,885,717
Operating expenses:							
Depreciation and amortization	257,325	557,029	662,274	463,825	278,112	14,537,721	9,015,684
Other operating expenses	2,060,262	2,546,509	1,901,148	4,086,508	1,217,303	79,902,271	35,534,408
Total operating expenses	2,317,587	3,103,538	2,563,422	4,550,333	1,495,415	94,439,992	44,550,092
Operating loss	(2,315,491)	(3,085,422)	(2,500,040)	(4,484,966)	(1,387,949)	(91,222,261)	(41,664,375)
Nonoperating revenues (expenses):							
Grants:							
Local Transportation Funds	2,126,487	2,239,340	10,788	146,733	873,926	11,077,782	11,000,000
State Transit Assistance/State of Good Repair	174,091	851,212	3,195	-	-	-	-
Federal	-	-	1,810,086	3,722,206	130,461	59,587,192	18,152,562
Measure A specialized transit	-	-	-	-	-	175,000	5,955,883
Proposition 1B/Low Carbon Transit Operations Program (LCTOP)	79,830	55,310	-	-	68,731	1,424,447	-
Other	-	476	-	(901)	20,000	393,740	-
Interest income	-	3,153	18,123	(36,036)	56	75,045	5,174
Interest expense	(159)	-	-	(73,951)	-	-	-
Gain (loss) on sale of property	8,260	-	-	-	-	1,659	21,491
Other	20,909	-	-	2,202	-	1,893,014	-
Total nonoperating revenue (expense)	2,409,418	3,149,491	1,842,192	3,760,253	1,093,174	74,627,879	35,135,110
Net increase (decrease)	93,927	64,069	(657,848)	(724,713)	(294,775)	(16,594,382)	(6,529,265)
Capital Contributions	66,642	-	-	260,886	339,596	15,070,530	14,047,089
Transfer in from other City funds	465,446	278,846	-	-	-	-	-
Transfer out from other City Funds	-	(100,000)	-	-	-	-	-
Prior period adjustment	-	-	-	-	-	-	-
Net assets at beginning of year	(1,529,098)	2,166,251	2,848,286	307,188	2,539,292	105,435,922	82,210,193
Net assets at end of year	\$ (903,083)	\$ 2,409,166	\$ 2,190,438	\$ (156,639)	\$ 2,584,113	\$ 103,912,070	\$ 89,728,017
Unearned revenue at end of year:							
Operating	\$ 167,684	\$ 776,076	\$ 574,778	\$ 1,517,378	\$ 275,028	\$ 4,690,373	\$ 7,349,885
Capital	21,250	-	-	-	-	35,215,870	3,739,800
Total unearned revenue at end of year	\$ 188,934	\$ 776,076	\$ 574,778	\$ 1,517,378	\$ 275,028	\$ 39,906,243	\$ 11,089,685
Minimum fare ratio	10.00%	10.00%	15.00%	10.00%	10.00%	17.81%	19.12%
Actual fare ratio	24.10%	22.52%	4.29%	1.65%	17.80%	9.80%	23.34%
Fare ratio compliance status	Met	Met	Did not meet; however AB90 requires no penalty	Did not meet; however AB90 requires no penalty	Met	Did not meet; however AB90 requires no penalty	Met

Source: 2021 Financial Statements

¹ The audits for RTA and SunLine were completed by other auditors hired by each entity.

Measure A Specialized Transit Schedule
Year Ended June 30, 2021

	Blindness Support	Boys & Girls Club of Menifee Valley	Care-A-Van	Care Connexus	Community Connect - 211	Community Connect - TAP	Riverside University Health System- Behavioral Health	Exceed	Forest Folk	Friends of Moreno Valley	Independent Living Partnership	City of Norco	Operation SafeHous e	Riverside University Health System Medical Center	U.S. Veterans Initiative	Voices for Children
Operating revenues:																
Measure A	\$ 75,000	\$ 9,725	\$ 262,313	\$ 116,924	\$ 54,950	\$ 93,637	\$ 216,692	\$ 56,508	\$ 46,573	\$ 58,003	\$ 395,453	\$ 63,449	\$ 37,700	\$301,002	\$ 43,000	\$ 121,486
In-kind match	10,500	-	45,308	-	2,500	13,662	-	-	31,347	15,874	471,893	32,759	-	-	-	212,240
Cash match	28,136	5,010	116,810	99,506	25,740	33,105	111,629	122,334	1,182	61,523	240,778	-	19,421	211,528	22,152	-
Total operating revenues	113,636	14,735	424,431	216,430	83,190	140,404	328,321	178,842	79,102	135,400	1,108,124	96,208	57,121	512,530	65,152	333,726
Operating expenses-in kind	10,500	-	45,308	-	2,500	13,662	-	-	31,347	15,874	471,893	32,759	-	-	-	212,240
Operating expenses-salaries & benefits	73,889	5,362	246,090	8,048	61,502	38,741	285,279	133,044	21,326	-	216,372	46,607	29,482	360,124	48,362	104,311
Operating expenses-nonpersonnel	35,316	9,370	106,045	42,560	13,065	80,946	43,042	37,985	42,027	117,528	401,849	10,690	23,408	164,123	11,697	17,175
Operating expenses-administrative overhead	-	-	-	3,924	6,123	8,364	-	7,619	-	-	17,567	6,152	4,231	17,281	5,093	-
Capital expenses	-	-	-	162,139	-	-	-	-	-	-	-	-	-	-	-	-
Total operating expenses/capital expenses	119,705	14,732	397,443	216,671	83,190	141,713	328,321	178,648	94,700	133,402	1,107,681	96,208	57,121	541,528	65,152	333,726
Excess (deficiency) of revenues over (under) expenses	\$ (6,069)	\$ 3	\$ 26,988	\$ (241)	\$ -	\$ (1,309)	\$ -	\$ 194	\$ (15,598)	\$ 1,998	\$ 443	\$ -	\$ -	\$ (28,998)	\$ -	\$ -
Excess revenues related to Measure A	\$ -	\$ 2	\$ -	\$ -	\$ 45	\$ 106	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Match requirement (as adjusted)	\$ 38,636	\$ 5,009	\$ 135,130	\$ 99,610	\$ 28,285	\$ 48,182	\$ 111,629	\$ 60,740	\$ 31,697	\$ 56,106	\$ 203,718	\$ 32,711	\$ 19,421	\$184,120	\$ 22,152	\$ 113,467
Actual match	\$ 38,636	\$ 5,010	\$ 162,118	\$ 99,506	\$ 28,240	\$ 46,767	\$ 111,629	\$ 122,334	\$ 32,529	\$ 77,397	\$ 712,671	\$ 32,759	\$ 19,421	\$211,528	\$ 22,152	\$ 212,240
Match requirement compliance status	Met	Met as adjusted	Met as adjusted	Did not meet by \$104	Did not meet by \$45	Did not meet by \$1,415	Met as adjusted	Met as adjusted	Met	Met	Met as adjusted	Met as adjusted	Met	Met as adjusted	Met	Met

Source: 2021 Agreed-Upon Procedures

ATTACHMENT 4

Measure A Local Streets and Roads Schedule Year ended June 30, 2021

Western County																	
	Banning	Beaumont	Calimesa	Canyon Lake	Corona	Eastvale	Hemet	Jurupa Valley	Lake Elsinore	Menifee	Moreno Valley	Murrieta	Norco	Perris	Riverside	San Jacinto	Temecula
Revenues:																	
Intergovernmental allocations:																	
Measure A	\$ 775,859	\$ 1,317,492	\$ 238,612	\$ 286,782	\$ 5,438,977	\$ 1,828,741	\$ 2,336,742	\$ 2,878,604	\$ 1,780,250	\$ 2,422,869	\$ 5,310,787	\$ 3,241,369	\$ 903,463	\$ 2,718,981	\$ 9,559,375	\$ 1,220,369	\$ 3,969,257
Reimbursements											65,903						
Other revenues	144,717				12,180						811				24,455		
Interest income	91	4,262	3,523	(203)	108,256	6,191	(4,028)	7,793	4,883	390	41,954	62,558	(592)	10,658	13,700	43,188	20,949
Other financing sources-transfers in		212,731	44,000					53,202									
Total revenues	920,667	1,534,485	286,135	286,579	5,559,413	1,834,932	2,332,714	2,939,599	1,785,133	2,423,259	5,419,455	3,303,927	902,871	2,729,639	9,597,530	1,263,557	3,990,206
Expenditures and other financing uses:																	
Engineering, construction, maintenance, and capital outlay	994,407		645,058	8,009	4,452,024	10,359	3,869,195	928,624		667,506	1,849,681	40,000	907,472	595,347			2,157,646
Administrative overhead/indirect costs	15,716		12,320		165,537	30,959		3,000			14,107	4,593			1,815	62,000	
Capital outlay						538,832					270,103	732,775			7,568,591		
Debt service																	
Principal								790,000									
Interest								266,854									
Transfers out	125,000	314,063	-	-	-	24,524	-	46,431	2,349,522	1,305,546	1,483,393	155,700	-	-	2,997,240	2,683,492	143,600
Total expenditures and other financing uses	1,135,123	314,063	657,378	8,009	4,617,561	604,674	3,869,195	2,034,909	2,349,522	1,973,052	3,617,284	933,068	907,472	595,347	10,567,646	2,745,492	2,301,246
Excess (deficiency) of revenues over (under) expenditures and other financing uses	(214,456)	1,220,422	(371,243)	278,570	941,852	1,230,258	(1,536,481)	904,690	(564,389)	450,207	1,802,171	2,370,859	(4,601)	2,134,292	(970,116)	(1,481,935)	1,688,960
Prior period adjustment/rounding		(1)		-	170,772	(24,213)	37,193	(1)		-		1	(35)	-			
Fund balances at beginning of year	1,632,262	1,348,380	800,660	587,663	18,313,591	3,144,498	7,447,329	1,540,861	1,819,763	687,225	4,317,691	8,397,771	784,435	6,215,355	23,564,145	3,390,953	7,741,676
Fund balances at end of year	\$ 1,417,806	\$ 2,568,801	\$ 429,417	\$ 866,233	\$ 19,426,215	\$ 4,350,543	\$ 5,948,041	\$ 2,445,550	\$ 1,255,374	\$ 1,137,432	\$ 6,119,862	\$ 10,768,631	\$ 779,799	\$ 8,349,647	\$ 22,594,029	\$ 1,909,018	\$ 9,430,636
Fund balance by year received:																	
2021	\$ 920,667	\$ 1,534,485	\$ 286,135	\$ 286,579	\$ 5,559,413	\$ 1,834,932	\$ 2,332,714	\$ 2,445,550	\$ 1,255,374	\$ 1,137,432	\$ 5,419,455	\$ 3,303,927	\$ 779,799	\$ 2,729,639	\$ 9,597,530	\$ 1,263,557	\$ 3,990,206
2020	497,139	1,011,676	143,282	208,997	5,425,032	1,506,266	1,991,530				700,407	2,792,560		2,169,076	7,800,505	645,461	3,496,665
2019	-	22,640		240,724	5,219,178	1,009,345	1,623,797					2,818,963		2,192,472	5,195,994		1,943,765
2018 & Prior	-	-	-	129,933	3,222,592	-	-	-	-	-	-	1,853,181	-	1,258,460	-	-	-
Total fund balances by year received	\$ 1,417,806	\$ 2,568,801	\$ 429,417	\$ 866,233	\$ 19,426,215	\$ 4,350,543	\$ 5,948,041	\$ 2,445,550	\$ 1,255,374	\$ 1,137,432	\$ 6,119,862	\$ 10,768,631	\$ 779,799	\$ 8,349,647	\$ 22,594,029	\$ 1,909,018	\$ 9,430,636
Cash and investments	\$ 1,233,124	\$ 2,188,730	\$ 360,677	\$ 794,176	\$ 18,313,363	\$ 3,891,030	\$ 7,074,893	\$ 2,392,375	\$ 740,466	\$ 466,971	\$ 4,634,736	\$ 9,974,805	\$ 609,749	\$ 7,638,332	\$ 20,003,831	\$ 175,856	\$ 8,315,377
MOE Base Year requirement	\$ 164,325	\$ 515,908	\$ 2,401	\$ 28,873	\$ 2,208,200	\$ 38,949	\$ 18,924	\$ -	\$ 960,771	\$ 214,225	\$ 1,459,153	\$ 595,702	\$ 22,536	\$ 1,218,470	\$ 12,449,203	\$ 156,391	\$ 1,431,799
Amount of Excess MOE at end of year	\$ 899,480	\$ 3,876,563	\$ 53,238	\$ 195,688	\$ 20,148,017	\$ 485,044	\$ 761,581	\$ -	\$ 26,465,611	\$ 9,454,260	\$ 8,847,129	\$ 432,455	\$ 101,841	\$ 4,832,722	\$ 58,356,301	\$ 3,443,788	\$ 12,917,923
MOE compliance status	Met	Met	Met	Met	Met	Met	Met	N/A	Met	Met	Met	Met	Met	Met	Met	Met	Met with use of carryover

Source: 2021 Agreed-Upon Procedures

Measure A Local Streets and Roads Schedule
Year ended June 30, 2021

	Coachella Valley										Palo Verde Valley	
	Willdomar	Cathedral City	Coachella	Desert Hot Springs	Indian Wells	Indio	La Quinta	Palm Desert	Palm Springs	Rancho Mirage	Blythe	County of Riverside
Revenues:												
Intergovernmental allocations:												
Measure A	\$ 873,126	\$ 1,867,320	\$ 766,227	\$ 630,472	\$ 328,146	\$ 2,492,487	\$ 1,917,446	\$ 3,505,628	\$ 3,101,321	\$ 1,221,611	\$ 817,879	\$ 8,527,018
Reimbursements								2,924,394				
Other revenues		16,981				171,444			1,245,378		89,649	
Interest income	107	4,458	2,197	32	16	11,959	23,217	47,100	9,620	(35,320)	5,038	2,839
Other financing sources-transfers in		40,580										
Total revenues	873,233	1,929,339	768,424	630,504	328,162	2,675,890	1,940,663	6,477,122	4,356,319	1,186,291	912,566	8,529,857
Expenditures and other financing uses:												
Engineering, construction, maintenance, and capital outlay	360,541	1,014,069	270,288	174,858		1,279,867	8,770	4,786,239	3,550,883	1,686,151	92,658	10,137,564
Administrative overhead/indirect costs	325,961			13,989	324,996	335,056					65,430	61,616
Capital outlay												
Debt service						132,108						
Principal												
Interest												
Transfers out	45,200	132,983	-	182,441	-	256,810	260,085	-	1,095,300	-	776,166	-
Total expenditures and other financing uses	731,702	1,147,052	270,288	371,288	324,996	2,003,841	268,855	4,786,239	4,646,183	1,686,151	934,254	10,199,180
Excess (deficiency) of revenues over (under) expenditures and other financing uses	141,531	782,287	498,136	259,216	3,166	672,049	1,671,808	1,690,883	(289,864)	(499,860)	(21,688)	(1,669,323)
Prior period adjustment/rounding		-		-	-	(1)			-	-	-	
Fund balances at beginning of year	86,651	376,337	189,685	51,195	91,703	1,379,459	1,527,460	20,463,902	1,862,536	1,896,468	1,590,153	6,770,166
Fund balances at end of year	\$ 228,182	\$ 1,158,624	\$ 687,821	\$ 310,411	\$ 94,869	\$ 2,051,507	\$ 3,199,268	\$ 22,154,785	\$ 1,572,672	\$ 1,396,608	\$ 1,568,465	\$ 5,100,843
Fund balance by year received:												
2021	\$ 228,182	\$ 1,158,624	\$ 687,821	\$ 310,411	\$ 94,869	\$ 2,051,507	\$ 1,940,663	\$ 6,477,122	\$ 1,572,672	\$ 1,186,291	\$ 912,566	\$ 5,100,843
2020							1,258,605	3,882,375		210,317	655,899	
2019								3,979,663				
2018 & Prior	-	-	-	-	-	-	-	7,815,625	-	-	-	-
Total fund balances by year received	\$ 228,182	\$ 1,158,624	\$ 687,821	\$ 310,411	\$ 94,869	\$ 2,051,507	\$ 3,199,268	\$ 22,154,785	\$ 1,572,672	\$ 1,396,608	\$ 1,568,465	\$ 5,100,843
Cash and investments	\$ 46,197	\$ 676,059	\$ 611,655	\$ 128,251	\$ -	\$ 1,422,072	\$ 2,644,231	\$ 35,624,213	\$ 599,204	\$ 1,066,629	\$ 1,347,646	\$ 5,096,825
MOE Base Year requirement	\$ -	\$ 391,688	\$ 92,205	\$ 75,147	\$ 963,640	\$ 2,048,564	\$ 937,007	\$ 2,398,146	\$ 1,498,732	\$ 674,811	\$ 170,000	\$ -
Amount of Excess MOE at end of year	\$ 9,726,299	\$ 8,804,116	\$ 1,093,803	\$ 15,166,606	\$ 29,944,896	\$ 11,215,851	\$ 13,730,242	\$ 38,586,046	\$ 5,081,554	\$ 521,958		
MOE compliance status	N/A	Met	Met	Met with use of carryover	Met with use of carryover	Met	Met	Met	Met	Met	Met	N/A

Source: 2021 Agreed-Upon Procedures

AGENDA ITEM 7K

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 13, 2022
TO:	Riverside County Transportation Commission
FROM:	Interstate 15 Ad Hoc Committee David Thomas, Toll Project Delivery Director Sergio Vidal, Chief Financial Officer Stephanie Blanco, Capital Projects Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Interstate 15 Cross-County Toll Segment with the San Bernardino County Transportation Authority

INTERSTATE 15 AD HOC COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve the Interstate 15 Terms of Agreement with the San Bernardino County Transportation Authority (SBCTA), outlining SBCTA will build and operate the I-15 Cross-County Toll Segment within Riverside County, including schedule of payments summarizing annual toll revenue transfers to the Commission;
- 2) Authorize staff to proceed with developing a cooperative agreement with SBCTA detailing material project terms during design and construction phases, and operations for the proposed I-15 Cross-County Toll Segment;
- 3) Authorize staff to proceed with initiating the due diligence process with the U.S. Department of Transportation's (US DOT) Transportation Infrastructure Finance and Innovation Act (TIFIA) office to review and approve both the toll revenue transfers and sub-lease approach with SBCTA;
- 4) Authorize the Executive Director, or designee, to negotiate and execute sole-source contract amendments, as it is in the best interest for both the public and Commission to conduct a non-competitive procurement, as follows:
 - i. Amend the I-15 Express Lanes contract with Parsons Transportation Group (PTG) as the project/construction management (PCM) in the amount of \$1,534,912 (Agreement No. 15-31-001-10) for design support, cooperative agreement development, construction support, finance support and tolling interface coordination;
 - ii. Amend the I-15 Express Lanes contract with Kapsch TrafficCom USA Inc. (Kapsch) as the Toll Service Provider (TSP) in the estimated amount of \$50,000 to provide design reviews to assess impacts to the existing tolling system;
- 5) Approve Fiscal Year 2022/23 Budget Amendment with \$593,300 in Local Reimbursements for consultant costs associated with the delivery and coordination of the I-15 Cross-County Toll Segment to be reimbursed by SBCTA;

- 6) Authorize the pursuit of approximately \$8 million in Federal Congestion Mitigation and Air Quality (CMAQ) funds for design and construction phase costs for express lane access improvements near Cantu-Galleano Ranch Road for the I-15 Cross-County Toll Segment; and
- 7) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute all necessary agency agreements or amendments to existing agency agreements for TIFIA due diligence and for SBCTA to operate the I-15 Cross-County Toll Segment within Riverside County.

BACKGROUND INFORMATION:

SBCTA I-15 Corridor Freight and Express Lanes Project

SBCTA is currently delivering the I-15 Corridor Freight and Express Lanes Project (SBCTA I-15 Project) to improve freight efficiency, traffic operations, and safety between Cantu-Galleano Ranch Road in Riverside County and Foothill Boulevard in San Bernardino County. The scope of the project will add two express lanes in each direction and auxiliary lanes (Figure 1). The SBCTA I-15 Project will connect to the existing Commission's 15 Express Lanes at Cantu-Galleano Ranch Road interchange (within Riverside County). There is an overlap of approximately 2.2 lane-miles of express lanes between the Commission's 15 Express Lanes and the SBCTA I-15 Project. SBCTA is leading delivery of the SBCTA I-15 Project from final design through toll operations. To ensure consistency between the Commission's 15 Express Lanes and the SBCTA I-15 Project, Commission staff and consultants will be reviewing and providing oversight of the final design and construction of the SBCTA I-15 Project within Riverside County.



Figure 1: Vicinity Map of SBCTA 15 Project

Early Coordination

In June 2020, the Commission and SBCTA held a joint ad hoc meeting to discuss the principles of agreement between Commission and SBCTA to advance the SBCTA I-15 Project. One of the principles was to ensure that the SBCTA I-15 Project “does no harm” to the Commission’s I-15 Express Lanes. As a result of the meeting, the Commission agreed to support SBCTA on their Trade Corridor Enhancement Program (TCEP) grant application. In December 2020, the California Transportation Commission (CTC) awarded a TCEP grant to SBCTA for the SBCTA I-15 Project in the amount of \$118.7 Million. As part of the grant, SBCTA is required to enter into a project baseline agreement that documents scope, benefits, and schedule of the project. Within that agreement, SBCTA has committed to complete the final design phase and have the project Ready-to-List by May 2023. The CTC programmed the funds for the SBCTA I-15 Project for state FY 2022/23 and funds must be allocated by June 2023.

Evaluation of Alternatives

To ensure that the Commission can continue to meet its TIFIA debt service commitments, maintain current levels of operations, maintenance, and toll revenues on the Commission’s I-15 Express Lanes, staff conducted an evaluation of impacts of the SBCTA I-15 Project and alternatives for the I-15 Cross-County Toll Segment on the Commission’s I-15 Express Lanes.

Over the last 18 months, several alternatives were evaluated for the I-15 Cross-County Toll Segment that included one or more of the following features:

- 1) Express lanes access locations – County Line vs. Jurupa Avenue Interchange
- 2) Operating Responsibility of I-15 Cross-County Toll Segment
 - a. SBCTA Operates
 - b. RCTC Operates
 - c. RCTC/SBCTA Joint Operations
- 3) Toll Revenue Sharing

Criteria used to determine if an alternative was feasible to implement were as follows:

- 1) The amount of modeled toll revenue impacts to the existing Commission's I-15 Express Lanes;
- 2) Traffic operational impacts in both the general purpose and Commission's I-15 Express Lanes;
- 3) Geometric impacts to the Commission's I-15 Express Lanes;
- 4) Level of effort to manage consistent operations and maintenance to the Commission's I-15 Express Lanes;
- 5) Seamless customer service and messaging between the Commission's I-15 Express Lanes and SBCTA I-15 Project toll facilities; and
- 6) TIFIA approval constraints and challenges within the constrained SBCTA grant funding timeline.

Commission staff worked collaboratively with SBCTA staff to develop alternatives and evaluate results of the analysis to arrive at the Preferred Alternative.

Preferred Alternative

Under the Preferred Alternative, SBCTA will operate the I-15 Cross-County Toll Segment. The Preferred Alternative will include the Jurupa Avenue interchange express lanes access as the northern limits and access to the express lanes at Cantu-Galleano Ranch Road interchange (Figure 2). In order for SBCTA to operate the I-15 Cross-County Toll Segment, staff proposes to sublease toll facilities and transfer toll operations and maintenance of approximately 2.2 lane-miles of the Commission's I-15 Express Lanes to SBCTA. The existing toll facilities agreement (TFA) between the Commission and Caltrans allows assignment of its rights to another public entity with advance notification, and the Commission would expect to negotiate an amendment to permit a partial sublease.

The modeled toll revenue impacts to the Commission's I-15 Express Lanes from this alternative ranges between 2 and 3 percent reduction of the total Commission's I-15 Express Lanes revenue. Staff developed charts of the toll revenue impacts on an annual basis for review by SBCTA, which are included in the attached I-15 Terms of Agreement (Attachment 1). SBCTA agreed to pay annually the modeled toll revenue impacts for the duration of the TIFIA loan and the calculated toll revenue associated with the lane-mile reduction of the existing Commission's I-15 Express Lanes for the remaining life of the Commission's I-15 Express Lanes 50-year lease. If the Commission chooses to refinance the TIFIA loan prior to maturity, then SBCTA will pay the

Commission annually the calculated toll revenue associated with the lane-mile reduction of the Commission's I-15 Express Lanes. In addition, an escalation factor will be applied to the values for the modeled toll and lane-mile reduction revenue charts to account for future inflation. The escalation factor is based on the year-over-year change in Consumer Price Index (CPI) for the Riverside-San Bernardino-Ontario Metropolitan Statistical Area (MSA) re-calculated annually.

Benefits of this Preferred Alternative include a defined payment to the Commission for the impact of lost toll revenue due to the transfer of operations. Staff expects the Commission to receive the projected modeled toll revenue annually regardless of specific toll revenue performance of the I-15 Cross-County Toll Segment. SBCTA will be responsible for toll revenue operations and maintenance of the I-15 Cross-County Toll Segment including the segment within Riverside County. In addition, to ensure seamless customer service and operations, SBCTA will work with Commission staff to closely align their toll policies with the Commission's 15 Express Lanes. As a result of these benefits, staff expects the Commission to be made "whole" and meet its covenants and debt service obligations under the TIFIA Loan.

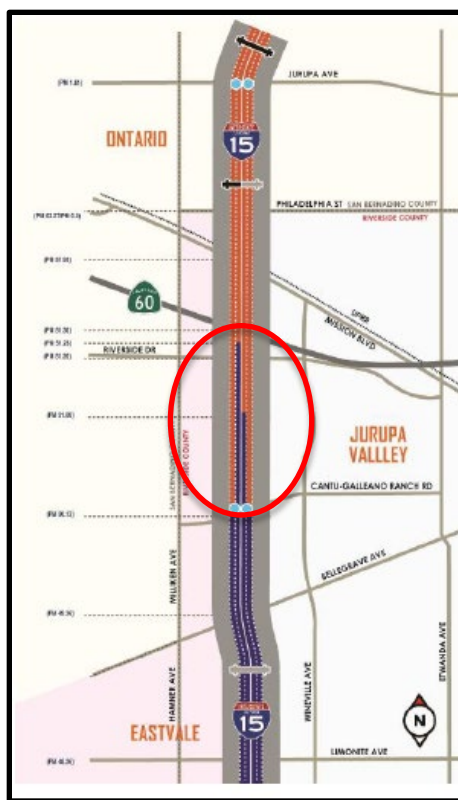


Figure 2: Preferred Alternative – Blue lines within Red Circle Depicts Sublease of RCTC Express Lanes

Informal consultation has occurred between staff and the U.S. DOT's TIFIA office regarding the Preferred Alternative. The U.S. DOT's TIFIA office was receptive to the approach of the toll revenue payment schedule and the sublease of the lanes. With approval from the Commission, staff will proceed with initiating the due diligence process with the U.S. DOT's TIFIA office to

review and approve both the toll revenue transfers and sub-lease approach with SBCTA, to confirm compliance with the TIFIA loan covenants for the Commission's I-15 Express Lanes. Additional information and analyses may be required by the U.S. DOT's TIFIA office during the due diligence process.

I-15 Terms of Agreement and Cooperative Agreement

An I-15 Terms of Agreement (Attachment 1) was developed by SBCTA and Commission staff to memorialize consensus on the Preferred Alternative to the I-15 Cross-County Toll Segment, toll revenue transfer, operations responsibility, and financial responsibilities of each respective agency. A graphic depicting the Preferred Alternative, as well as charts summarizing modeled toll revenue and lane-mile reduction revenue are also included in the I-15 Terms of Agreement. The I-15 Terms of Agreement will be the guiding document for development of the SBCTA and Commission cooperative agreement upon Commission approval. The cooperative agreement will contain details of delivery and operations of the I-15 Cross-County Toll Segment including design and construction oversight, financial obligations, and operational requirements. Staff will return to the Commission for approval of the cooperative agreement.

Next Steps and Required Support

Over the coming months staff will be developing the cooperative agreement, as well as various existing agreement amendments, and performing due diligence with the U.S. DOT's TIFIA office in furtherance of the proposed approach for the I-15 Cross-County Toll Segment. Staff expects to return to the Commission in the fall of 2022 for approval of the cooperative agreement and other actions that may be required at that time. Commission approved agreements and related actions will be forwarded to the U.S. DOT's TIFIA office for final review and approval.

To complete the tasks and deliverables necessary, staff requires the support of several consultants/contractors. Staff is recommending a sole source contract amendment to PTG's I-15 Express Lanes contract as the PCM to provide necessary planning and oversight services for the extension of the Commission's I-15 Express Lanes to the SBCTA I-15 Project as it is in the best public interest and best interest of the Commission to conduct a non-competitive procurement. Specifically, PTG has extensive knowledge of the I-15 Express Lanes including coordinating the development of the modeled revenue impacts, providing strategic advice on key operational and financial elements related to the SBCTA I-15 Project, and knowledge of the existing toll system and experience coordinating with the current TSP (Kapsch). Key elements of the PCM services include agreements support, plans, specifications, and estimates (PS&E), plan review of key elements within Riverside County, finance and TIFIA support, and toll coordination to modify the existing toll system within Riverside County. PCM expenditures totaling \$1,534,912 are anticipated to be spent as follows: \$1,120,000 – FY 2022/23; and \$414,912 – FY 2023/24+. Staff is also recommending a sole source contract amendment to Kapsch's I-15 Express Lanes contract as the TSP as it is in the best public interest and best interest of the Commission to conduct a non-competitive procurement. Specifically, Kapsch is the current TSP for the I-15 ELP and best

positioned to implement necessary changes resulting from the I-15 SBCTA Project. Key elements of the TSP services include providing design reviews to assess impacts to the existing tolling system within Riverside County. TSP expenditures totaling \$50,000 are anticipated to be spent in FY 2022/23. Staff will return to the Commission in the future to request a TSP contract amendment or new TSP contract to implement necessary changes to the existing tolling system within Riverside County to accommodate the SBCTA I-15 Project.

Commission staff will also be relying on various professional services staff in support of project initiatives such as the development of a cooperative agreement, TIFIA due diligence, and other deliverables necessary for coordination with SBCTA. Recurring contracts for project management, financial advisor services, and legal services and an on-call contract for traffic and revenue studies will also be necessary for staff to utilize to complete the cooperative agreement, TIFIA due diligence, and deliverables necessary for coordination with SBCTA.

The estimated cost of coordination with SBCTA for delivery of the I-15 Cross-County Toll Segment is approximately \$2,611,412 for the period FY 2022/23 thru FY 2026/27, which is detailed as follows:

Project Management/Coordination (Bechtel) ¹	\$276,500
Toll Project/Construction Management (PTG) ¹	\$1,534,912
Traffic and Revenue Studies (Stantec) ¹	\$60,000
Financial Advisor (Feldman Rolapp) ¹	\$300,000
Legal (Orrick and BB&K) ¹	\$390,000
Toll Service Provider (Kapsch) ¹	\$50,000
Total	\$2,611,412

¹ = partially included in FY2022/2023 budget

Anticipated costs to be incurred during FY 2022/23 are \$1,556,500, which is \$593,300 greater than the budgeted amount of \$963,200 for this project. As such, a budget amendment in the amount of \$593,300 is requested for FY 2022/23. The remaining project funds will be budgeted during the applicable fiscal year.

CMAQ funds will be appropriated upon the award of the grant during a future Commission meeting. Below is an overview of the process in programming funds along with eligible uses:

- a) These federal formula funds can be used only on certain types of projects including carpool, express, and auxiliary lane projects;
- b) Approximately \$8 million (exact amount to be determined at bid time) will be obligated to SBCTA for use on the improvements beyond the PA/ED concept for the Commission's I-15 Express Lanes access improvements and associated features on the I-15 at the Cantu-Galleano Ranch Road interchange.

FISCAL IMPACT:

As noted above, anticipated consultant costs related to project development for FY 2022/23 is **\$1,556,500**, which will be reimbursed by SBCTA.


The FY 2022/23 Budget included **\$963,200** for these efforts, with the following funding source:

- Local Other (for Consultant Support) \$963,200

The toll project/construction management and TSP consultant contracts are anticipated to be \$1,584,912. A budget amendment for FY 2022/23 in the amount of **\$593,300**, is requested to fund anticipated costs related to consultant support. Funding source for the budget amendment is as follows:

- Local Other (to be received from SBCTA) \$593,300

During the fall of 2022, staff will return to the Commission for approval of the cooperative agreement between the Commission and SBCTA, which will include the Commission's initial request for reimbursement from SBCTA.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2022/23 FY 2023/24+	Amount:	\$1,556,500 \$1,054,912
Source of Funds:	Local Reimbursements		Budget Adjustment:		Yes
GL/Project Accounting No.:	<p>Anticipated Spend during FY 2022-23, \$1,556,500: Existing Funding – \$963,200 Proposed Budget amendment - \$593,300</p> <p>Existing Funding – FY 2022-23: 003050 various 00000 0000 268 31 various – \$963,200</p> <p>Budget Amendment: - \$593,300 003050 416 41608 0000 268 31 41204 (Sources) \$593,300 003050 81601 00000 0000 268 31 81601 (Uses) \$593,300</p>				
Fiscal Procedures Approved:				Date:	06/17/2022

Attachments:

- 1) I-15 Terms of Agreement including Modeled Toll Revenue Transfer Charts
- 2) Draft Parsons Transportation Group Agreement No. 15-31-001-10

15 Terms of Agreement – SBCTA Build and Operate

Cross-County Toll Segment from Jurupa Street to Cantu-Galleano Ranch Road

1. SBCTA

- a. Designs, Constructs, Operates, Maintains
- b. Collects all toll revenue
- c. SBCTA will adopt policies and take appropriate administrative steps to operate, including toll collection and violations enforcement, within Riverside County
- d. Agree to implement and maintain road operating policies consistent with those on RCTC 15 Express Lanes to ensure consistent operations.
- e. Coordinate customer education and marketing to ensure consistent messaging with the RCTC 15 Express Lanes.
- f. Responsible for toll system design and implementation including roadside and back office
- g. Responsible for operating back-office system including collection of toll revenue and payment of costs
- h. Responsible for providing traffic operations center surveillance and management
- i. Responsible for violation processing, including associated violation revenue and processing costs
- j. Responsible for incident management
- k. Responsible for CHP and FSP contracts
- l. Responsible for 50-year lease requirements including long-term maintenance
- m. Avoids or minimizes negative financial impact to existing RCTC 15 Express Lanes Project (ELP) debt and projected toll revenue
 - i. During Construction – Implement lane closure table based on actual 2022 RCTC 15 ELP toll revenue by segment escalated to year of construction. SBCTA will reimburse RCTC for estimated lost toll revenue for approved express lane closures of the RCTC 15 ELP and liquidated damages for unapproved express lanes closures of the RCTC 15 ELP.
 - ii. During Operations – Recognizing the value associated with the existing RCTC 15 ELP express lanes to be transferred to SBCTA as well as the need to avoid negative financial impact to existing RCTC 15 ELP financing, SBCTA to transfer toll revenue to RCTC as follows:
 - 1. From the opening of the SBCTA I-15 Contract 1 Project, expected in Summer 2026, through the duration of the existing RCTC 15 ELP TIFIA Loan Agreement – Transfer toll revenue to RCTC equivalent to forecasted RCTC 15 ELP TIFIA Loan Agreement system revenue reduction
 - a. Toll revenue transfer per RCTC toll revenue transfer Table 1 dated 4/15/2022
 - b. Payment for transferred toll revenue to be completed by SBCTA on an annual basis. Transferred toll revenue payments shall be made 45 days in advance of scheduled RCTC 15 ELP TIFIA debt service payment.

2. From the end of the RCTC 15 ELP TIFIA Loan Agreement, defined as the earlier of any refinance or retirement of the existing loan or the loan maturity date of June 1, 2055, through the duration of RCTC 15 ELP lease term with Caltrans expiring in April 2071 – Transfer toll revenue to RCTC equivalent to forecasted toll revenue corresponding to transferred tolling distance in RCTC’s Segment 4
 - a. Toll revenue transfer per RCTC lane-mile reduction Table 2 dated 4/15/2022
 - b. Payment for transferred toll revenue to be completed by SBCTA on an annual basis. Transferred toll revenue payments shall be made 45 days in advance of scheduled RCTC 15 ELP TIFIA debt service payment.
 3. The transferred toll revenue currently expressed in 2021 dollars will be escalated by the regional Consumer Price Index (CPI) for the Riverside-San Bernardino-Ontario MSA annually to determine the actual transferred amount in the year it is paid (Year of Expenditure, YOE).
 4. During operations of the SBCTA I-15 Contract 1 Project, SBCTA will reimburse RCTC for estimated lost toll revenue for approved express lane closures of the RCTC 15 ELP.
- n. Funds needed modifications to the RCTC 15 ELP toll system (signage, back office) required as part of the implementation of the SBCTA I-15 Contract 1 Project.
 - o. Funds mutually agreed-upon RCTC project development consultant costs starting from January 1, 2021, excluding RCTC staff time and SBCTA design and construction costs associated with Cantu-Galleano Ranch Road interchange improvements beyond the PA/ED concept.
 - p. Maintains cost overrun risk for construction cost of Project, except as noted under RCTC items b. and c.
 - q. Assume all responsibilities of RCTC under the terms of the Toll Facilities Agreement (TFA) between Caltrans and RCTC dated September 29, 2016, except those provisions that apply to debt service or financing of the RCTC I-15 Express Lanes as defined in the agreement, for those portions of the RCTC I-15 Express Lanes north of approximately Cantu-Galleano Ranch Road, as shown in Figure 1.

RCTC

- a. Sublease to SBCTA those portions of the RCTC I-15 Express Lanes north of approximately Cantu-Galleano Ranch Road, as shown in Figure 1, for complete operations and maintenance, including toll setting and collection, for the duration of the RCTC lease with Caltrans.
- b. Funds SBCTA design and construction costs for improvements at Cantu-Galleano Ranch Road beyond PA/ED concept excluding SBCTA staff time. Design costs will be reimbursed by RCTC at bid time, based on actuals. Construction costs will be based on an agreed lump sum price determined at bid time.

- c. Maintains construction cost overrun risk for a changed condition directly attributed to improvements at Cantu-Galleano Ranch Road interchange improvements beyond PA/ED concept.
- d. Maintains construction cost overrun risk for a changed condition directly attributed to any future betterments identified by RCTC for inclusion in the Project.
- e. During operations of the SBCTA I-15 Contract 1 Project, RCTC will reimburse SBCTA for estimated lost toll revenue for approved express lane closures of the SBCTA I-15 Contract 1 Project.

DEFINITIONS

Cross-County Toll Segment: Toll segment that spans approximately 3.12 miles from Jurupa Street in San Bernardino County to Cantu-Galleano Ranch Road in Riverside County. Under the SBCTA Operate approach, the segment will be known as Segment 1 of the SBCTA 15 Express Lanes.

I-15 Contract 1 Project: SBCTA project that would add one to two express lanes extending approximately 8 miles from Foothill Boulevard in San Bernardino County to Cantu-Galleano Ranch Road in Riverside County. Under the SBCTA Operate approach, the Project will consist of two tolling segments.

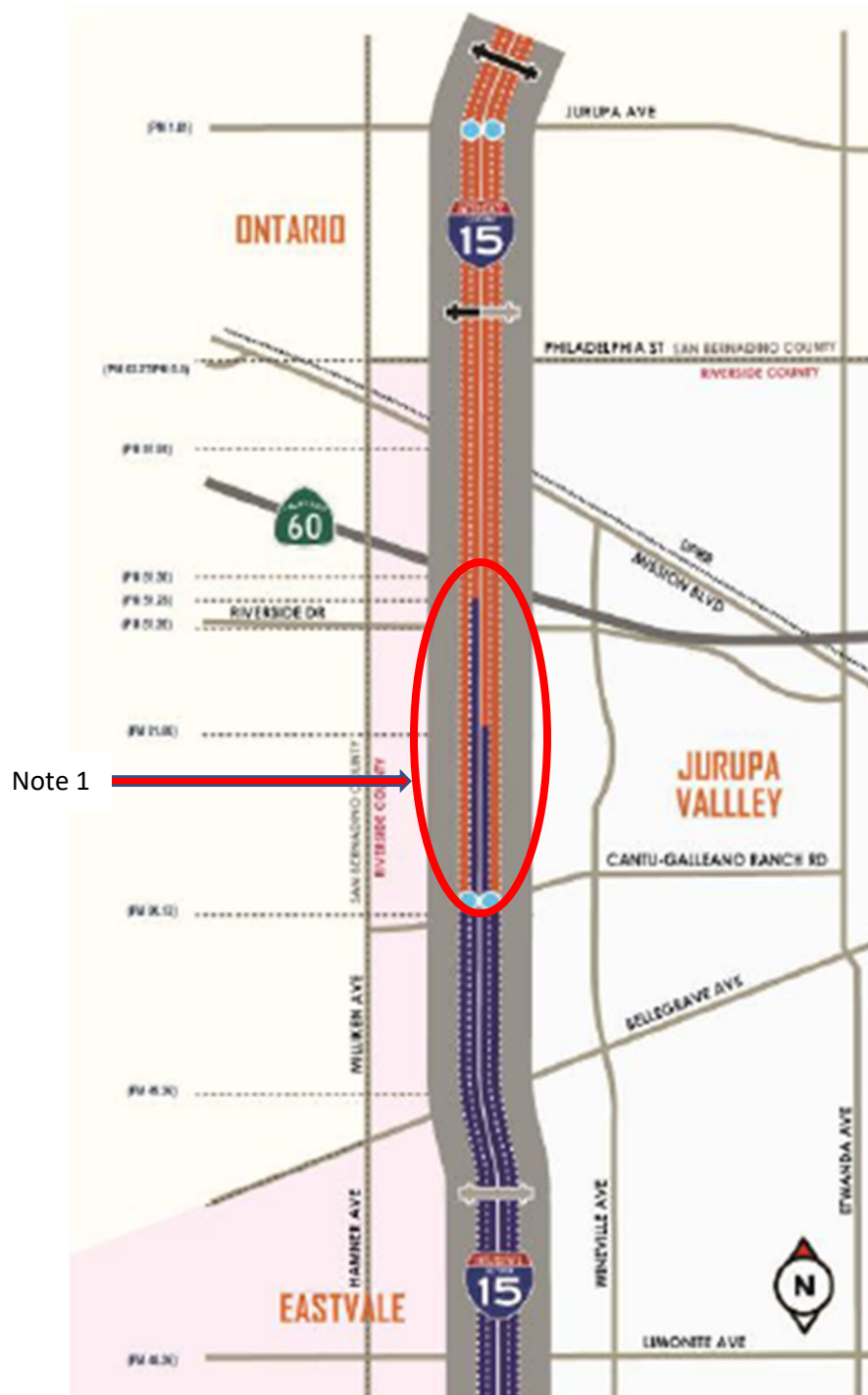
Cantu-Galleano Ranch Road Interchange Improvements – Difference between PA/ED concept and RCTC agreed final approved design concept in the vicinity of Cantu-Galleano Ranch Road.

RCTC 15 Express lanes – One to two express lanes from Cajalco Road in the city of Corona to just south of State Route 60 on Interstate 15.

NOTE

Terms subject to USDOT and Caltrans approval of RCTC 15 ELP sublease of express lanes north of Cantu-Galleano Ranch Road to SBCTA.

Figure 1
Subleased Express Lanes



Notes: 1) Subleased lanes from RCTC to SBCTA are the Blue Lanes north of Cantu Galleano Ranch Rd.

TOLL REVENUE TRANSFER TABLES April 15, 2022		
Fiscal Year	TABLE 1 - T&R Modelled approach - (2021\$)	TABLE 2 - Lane/Mile Approach- (2021\$)
2026	\$954,986	\$931,321
2027	\$993,275	\$1,041,500
2028	\$1,036,069	\$1,174,821
2029	\$1,046,205	\$1,268,775
2030	\$993,275	\$1,261,051
2031	\$935,841	\$1,252,376
2032	\$926,832	\$1,334,715
2033	\$908,813	\$1,422,472
2034	\$884,037	\$1,516,022
2035	\$917,822	\$1,301,918
2036	\$976,383	\$1,049,166
2037	\$994,401	\$1,068,706
2038	\$1,012,420	\$1,088,592
2039	\$1,031,565	\$1,108,852
2040	\$1,050,710	\$1,129,459
2041	\$1,069,854	\$1,150,497
2042	\$1,090,125	\$1,171,882
2043	\$1,110,396	\$1,193,670
2044	\$1,130,667	\$1,215,948
2045	\$1,150,938	\$1,238,514
2046	\$1,172,335	\$1,261,599
2047	\$1,193,732	\$1,285,058
2048	\$1,215,129	\$1,308,979
2049	\$1,238,779	\$1,333,332
2050	\$1,261,302	\$1,358,117
2051	\$1,279,321	\$1,377,455
2052	\$1,292,834	\$1,391,318
2053	\$1,305,222	\$1,405,267
2054	\$1,317,610	\$1,419,331
2055	\$1,331,124	\$1,433,568
2056	\$1,344,638	\$1,447,920
2057	\$1,358,152	\$1,462,446
2058	\$1,371,666	\$1,477,144
2059	\$1,385,180	\$1,491,929
2060	\$1,399,820	\$1,506,886
2061	\$1,413,334	\$1,522,017
2062	\$1,426,848	\$1,537,263
2063	\$1,442,614	\$1,552,652
2064	\$1,456,128	\$1,568,215
2065	\$1,470,768	\$1,583,980
2066	\$1,485,408	\$1,599,831
2067	\$1,500,048	\$1,615,855
2068	\$1,514,688	\$1,632,109
2069	\$1,530,455	\$1,648,450
2070	\$1,547,347	\$1,664,964

Example Revenue Transfer Calculation w/ CPI Adjustment

FY	CPI	CPI YOY Multiplier	Revenue Transfer (YOES)
2021	3.500%	1.000	\$ -
2022	4.200%	1.042	\$ -
2023	4.500%	1.089	\$ -
2024	4.000%	1.132	\$ -
2025	3.800%	1.175	\$ -
2026	3.500%	1.217	\$ 1,161,855
2027	3.200%	1.256	\$ 1,247,109
2028	3.000%	1.293	\$ 1,339,864
2029	2.700%	1.328	\$ 1,389,502
2030	2.500%	1.361	\$ 1,352,184
2031	3.000%	1.402	\$ 1,756,056
2032	3.300%	1.448	\$ 1,933,270
2033	3.400%	1.498	\$ 2,130,434
2034	3.500%	1.550	\$ 2,350,013
2035	3.200%	1.600	\$ 2,082,706

Baseline Year = 2021

Present Year CPI Multiplier = Previous Year CPI Multiplier * Present Year CPI

For illustrative purposes assume refinancing in 2030

Agreement No. 15-31-001-10

**AMENDMENT NO. 10
TO PROFESSIONAL SERVICES AGREEMENT FOR PROJECT AND
CONSTRUCTION MANAGEMENT SERVICES FOR THE
I-15 CORRIDOR IMPROVEMENT PROJECT**

1. PARTIES AND DATE

This Amendment No. 10 to the Agreement for project and construction management services is made and entered into as of this ____ day of _____, 2022, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and PARSONS TRANSPORTATION GROUP INC., an Illinois corporation ("Consultant").

2. RECITALS

- 2.1 The Commission and the Consultant entered into an agreement, dated April 8, 2015, for the purpose of providing project and construction management services for the Interstate 15 Corridor Improvement Project (the "Master Agreement") for a maximum not to exceed ("NTE") amount of \$50,625,807.
- 2.2 Senate Bill 132 was enacted on April 28, 2017 and provides, among other things, \$180 million for new tolled express lanes connectors from the 91 Express Lanes to the northern portion of the I-15 (15/91 ELC). Funds under SB132 are available for encumbrance and liquidation only until June 30, 2023.
- 2.3 AB 115 was enacted on June 27, 2017 and provides additional project delivery authority to Commission to ensure cost-effective and timely delivery of the 15/91 ELC. Additional project delivery authority includes, but is not limited to, amendments to any existing I-15 Express Lanes Project or 91 Express Lanes Project contract. This amendment is authorized pursuant to AB 115.
- 2.4 The Commission and the Consultant entered into Agreement No. 15-31-001-02-A, an amendment to the Master Agreement, dated November 1, 2017 in order to provide additional engineering and environmental services to complete the Caltrans supplemental Project Report and Environmental Document revalidation for the 15/91 ELC.
- 2.5 The Commission and the Consultant entered into Amendment No. 3 to the Master Agreement, dated March 28, 2018, ("Amendment No. 3") in order to extend the term, to provide project and construction management services for the 15/91 ELC, to update the indemnification provision

pursuant to SB 496, and to include certain additional standard federal provisions.

- 2.6 The Commission and the Consultant entered into Amendment No. 4 to the Master Agreement, dated January 29, 2019, to provide design refinement, including geometrical and structural changes, and additional soundwall studies and revisions mandated by Caltrans District 8 Noise Group to obtain environmental approval of the 15/91 ELC, and to provide additional funding therefor.
- 2.7 The Commission and the Consultant entered into Amendment No. 5 to the Master Agreement, dated June 26, 2019, to provide additional services required to obtain environmental approval of the 15/91 ELC, primarily related to unanticipated additional noise study work, and to provide additional funding for such services.
- 2.8 The Commission and the Consultant entered into Amendment No. 6 to the Master Agreement, dated July 26, 2019, to provide public information services and additional compensation for such services related to the I-15 Express Lanes Project (I-15 ELP).
- 2.9 The Commission and the Consultant entered into Amendment No. 7 to the Master Agreement, dated October 9, 2020, to extend the term and provide additional project and construction management services required for the 15/91 ELC, and to provide additional funding for such services.
- 2.10 The Commission and the Consultant entered into Amendment No. 8 to the Master Agreement, dated February 28, 2022, to provide additional environmental studies, final design, and construction management services required for the I-15 Interim Corridor Operations Project (I-15 ICOP), and to provide additional funding for such services.
- 2.11 The Commission and the Consultant entered into Amendment No. 9 to the Master Agreement, dated June 2, 2022, to update the cost for environmental services, to provide supplemental public outreach services, and to provide additional funding for construction support services required for the I-15 ICOP.
- 2.12 The Commission and the Consultant now desire to amend the Master Agreement in order to provide planning and general oversight of the extension of the I-15 Express Lanes to the San Bernardino County Line.

3. TERMS

- 3.1 The Services, as that term is defined in the Master Agreement, shall be

amended to include planning and general oversight services, as further detailed in Exhibit "A", attached to this Amendment No. 10 and incorporated herein by reference.

- 3.2 Compensation for Services under this Amendment No. 10 shall be in accordance with the provisions governing fees and payment set forth in Section 3.5 of Amendment No. 3, and in an amount not to exceed the values shown in the cost proposal for this Amendment No. 10, as summarized in Exhibit "B", attached hereto and incorporated herein by reference.
 - 3.2.1 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee of One Hundred Thousand Thirty-Eight Thousand, Eight Hundred Seventy-Eight Dollars (\$138,878) ("Fixed Fee") for Services under this Amendment No. 10. The Fixed Fee is nonadjustable, except in the event of a significant change in the Scope of Work, and such adjustment is made by written amendment.
 - 3.2.2 The total amount payable by Commission, including the Fixed Fee, for all Services completed under this Amendment No. 10 shall not exceed One Million, Five Hundred Thirty-Four Thousand, Nine Hundred Twelve Dollars (\$1,534,912).
- 3.3 Services under this Amendment No. 10 shall be compensated in accordance with the cost proposal attached hereto as Exhibit "B" and incorporated herein by reference.
- 3.4 Except as previously amended and as amended by this Amendment No. 10, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No. 10.
- 3.5 This Amendment No. 10 shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.6 This Amendment No. 10 may be signed in counterparts, each of which shall constitute an original.
- 3.7 A manually signed copy of this Amendment No. 10 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. 10 for all purposes. This Amendment No. 10 may be signed using an electronic signature.

[Signatures on following page]

DRAFT

**SIGNATURE PAGE TO
AGREEMENT NO. 15-31-001-10**

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first herein above written.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**PARSONS TRANSPORTATION
GROUP, INC.**

By: _____
Anne Mayer, Executive Director

Signature

Name

Title

APPROVED AS TO FORM:

ATTEST:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____

Its: _____

EXHIBIT “A”
SCOPE OF SERVICES
[ATTACHED]

DRAFT

EXHIBIT A

SCOPE OF WORK

The Offeror shall assist the Riverside County Transportation Commission (“Commission”) in the planning and general oversight of the extension of the existing I-15 Express Lanes from Cantu-Galleano Ranch Road to the San Bernardino/Riverside County Line (“Project”) being implemented by the San Bernardino County Transportation Authority (“SBCTA”). Offeror will provide the Commission with the agreed upon staff, resources, and expertise to provided services as required by the Commission. The Scope of Work includes a level of effort generally associated providing oversight a project being implemented by a third party within influence of a Commission facility. Work may include such things as general coordination, development and review of interagency agreements, risk assessment, plan reviews, toll system planning and implementation oversight, construction change order reviews, and administration services.

The SOW was written with the intent to describe most if not all services to be provided by the Offeror. However, Commission may require he Offeror to provide additional services not specifically identified in this SOW. The Offeror will be required to provide assistance to the Commission and to provide these additional services.

A. Management - TASK 100

Under the Commission’s direction, provide support for agency agreements, Project financing assistance, toll system planning and installation, plan reviews and general project coordination.

A.1 Management

Under the Commission’s direction:

- Represent Commission for general coordination and communication between the Commission, SBCTA, the existing I-15 Express Lanes Toll Operator (“Kapsch”), Caltrans and other consultants;
- Coordinate and oversee Project activities and deliverables performed by Kapsch; and
- Cooperate and coordinate with other Commission consultants, financial advisors, legal advisors, and contractors to achieve completion of the Project development activities.

A.2 Administration

Provide administrative personnel to provide as-needed general administration for the duration of the Project. Administrative personnel responsibilities may include:

- Schedule meetings; prepare meeting agendas, minutes, and action items.
- Provide document control services throughout the Project duration.
- General administrative support.

A.4 Agency Agreements and Stakeholder Coordination

- Work with the Commission to review, create, develop, negotiate, and execute agency agreements required for the Project, including but not limited to the following:
 - Cooperative Agreement (SBCTA/RCTC)
 - Tolling Operations Agreement (SBCTA/RCTC)
 - Toll Facilities Agreement (RCTC/Caltrans)
 - Express Lane Sublease Agreement (RCTC/SBCTA)
- Other agency agreements as necessary.

B. Design Management – TASK 200

Offeror shall provide oversight-level review of the plans being developed by SBCTA for the Project. The reviews will generally be focused on the areas of greatest potential impact to the on-going operations of the existing RCTC I-15 Express Lanes and those areas of potential cost risk to the Commission, including such things as utilities, railroad coordination, traffic operations, maintenance of traffic during construction, striping and signage, and tolling infrastructure. Review the Project plans developed by SBCTA for consistency with the existing RCTC I-15 Express Lanes. The reviews will be performed at the 65%, 95% and 100% plan development milestones and include coordination with SBCTA to address and resolve any review comments. The reviews will primarily be focused on the following key areas:

B.1 Signage and Striping

- Review the Geometric Approval Drawings (GAD's), exceptions to Mandatory and Advisory Design Standards, and striping and signage plans and other documents developed previously by SBCTA.

Review for consistency with the existing RCTC I-15 Express Lanes and the current developing standards for express lane operations. Recommend any changes or modifications in the SBCTA plans.

B.2 Tolling Infrastructure (IDD Compliance)

- Review the plans for conformance with the RCTC provided Infrastructure Design Document, with an emphasis on the civil components of the IDD, including but not limited to conduit location and sizing, electrical and communication lines, roadside toll equipment location and sizing, and toll gantry requirements.

B.3 MOT and Staging

- Review the plans for the Maintenance of Traffic and construction staging to identify and key impacts to the existing RCTC I-15 Express Lanes. Recommend any alternatives or suggestions to minimize impacts.
- Review any significant changes to the Project proposed by SBCTA during construction.

B.4 Miscellaneous Civil and Structures

- Review the plans outside the direct impact to the RCTC I-15 Express Lanes. The level of review for this effort will be at the “fatal flaw” level and look at major cost risk items to the Commission. Provide recommendations on potential cost or schedule reductions to the SBCTA developed plans.

B.5 Specification Review

- Review the developed Project specifications for key interfaces with the RCTC I-15 Express Lanes. Review identified key risk areas; and if appropriate, recommended potential revises in the drafted text.
- Review for consistency with the RCTC provided IDD.
- Analyze and recommend any RCTC I-15 Express Lane closure fees and appropriate liquidated damages for non-approved closures.

B.6 Ingress/Egress Option Review

- Review the SBCTA proposed ingress/egress locations for conformance with project geometric standards, key lessons learned

from existing operations and integration with key tolling design parameters.

B.7 Railroad Coordination

- Assist in reviewing key railroad interface locations, and if appropriate, recommended alternatives to address key risk and cost exposures.

C. Tolling Services – TASK 300

Offeror shall provide management and oversight for implementation of the modifications necessary to the existing toll system. Services consist primarily of coordination with the existing toll services provider, Kapsch, to modify the necessary roadside equipment, operating software changes, testing and start-up, and any back-office changes to implement the change.

C.1 Tolling System Review and Development

- Provide coordination with Kapsch to assist with coordination and integration with the procurement, design, installation, roadside construction, and testing.
- Development and coordination of three proposed Kapsch amendments to modify the existing RCTC I-15 Express Lanes. Amendment number #1 is expected to consist of Kapsch review of the SBCTA developed plans at the 95% level of confirm compliance with the IDD. Amendment number #2 is expected to include the roadside equipment modification, as well as any required back-office software modifications. Amendment #3 is expected to cover the operation and maintenance cost for the express lane extension to the county line.
- Coordinate the review of design, submittals, design plans, and shop drawings between the SBCTA contractor and Kapsch.

D. Funding and Financing – TASK 400

Offeror shall assist and support the Commission and its consultants in development of the funding and finance approach for the Project. These services include but are not limited to:

D.1 Finance Support

- In coordination with the Commission, traffic and revenue consultants, financial advisors, and legal advisors, participate in development and finalization of any alternatives analysis.

- Prepare updates of the I-15 capital cost and operating cost estimates. Prepare updates of the toll customer account fee revenue estimate and “non-toll transaction” revenue estimate based on assumed toll policies and business rules. Prepare toll system replacement schedule cost estimates. These estimates of costs and revenues support the Commission’s financial model.

D.2 TIFIA Approval

- Prepare or assist in the preparation of various technical supporting documents or reports related to the impacts to the existing funding and financing that may be required by the TIFIA office, FHWA, Caltrans, investors, and others.

E. Contract Management and Procurement Services – TASK 500

Provide contract management to support development of the Kapsch amendments and review of major change orders proposed by SBCTA during construction.

E.1 Contract Management

- Develop the Kapsch amendments that facilitate modification of the RCTC I-15 Express Lanes.
- Review Kapsch payment applications, for compliance to contract commercial requirements. Identify areas of concern and resolve with Kapsch before recommending payment to the Commission.
- Identify the amount of the final payment due Kapsch and assist Commission with processing any final contract changes and the resolution of any claims. Obtain evidence of certification of all lien releases, transfer of title to appropriate agencies, and certification of delivery of final record drawings where appropriate.
- Review and analyze SBCTA proposed construction change orders as per terms of the final executed cooperative agreement.

F. Project Controls – TASK 600

Provide management, administration, and oversight services related to the cost, scheduling, estimating, and document management requirements for Offeror's contract, and the contract between the Commission and Kapsch, including the necessary plans, procedures, tools, processes, and tasks for ongoing planning, budgeting, and control of the Project. The specific Project controls activities planned include the following:

F.1 Controls Management

- Develop and maintain a Work Breakdown Structure (WBS) cost structure to segregate all PCM costs.
- Prepare monthly invoices with adequate budget allocation for actual costs incurred; check for compliance to contract compensation requirements; monitor charges to established WBS codes to support cost control and reporting; verify appropriateness of charges; and respond to Commission questions or comments on invoicing. Develop an invoice structure to be approved by the Commission that fully segregates all the costs between the PCM projects.
- Develop budgeting for work tasks for Offeror activities; assign tasks against the WBS; monitor labor charges and expenses for validity and proper coding; and provide progress and reporting support for internal management and client needs.
- Review monthly invoices/progress payments submitted by Kapsch as to compliance with contract requirements.
- Review detailed SBCTA provided schedules for consistency with the Kapsch installation, testing, and startup periods.

F.2 Document Controls Management

- Provide and maintain a Commission-Offeror document collaboration portal for all Project communications.
- Provide document management and control of all Toll Services Provider, and other contractor submittals and correspondence. This activity will include all Project documentation for design review, Requests for Information (RFIs), and all other submittals. Maintain the tools, filing, storage, and retention of Project documentation.
- Prepare final accounting and closeout reports of all reporting and document control systems. Organize all pertinent data, purge all files, and send to document control.

F.3 Cost Estimating

- Provide a review of the SBCTA provided cost estimate at or around the submission of 65% complete plans. This higher-level review is meant to facilitate any required finance plan to support a loan payback approach.
- Offeror shall develop a full independent cost estimate of the SBCTA developed plans and specifications. It is expected this will occur at the 95% plan level. Reconcile any major quantity or cost differentials SBCTA.
- Review construction change orders proposed by SBCTA greater than \$200,000.

G. Construction Oversight – TASK 700

Provide construction oversight services consisting of constructability reviews during design and review of major changes proposed by SBCTA during construction.

G.1 Constructability Reviews

- Perform reviews of the plans developed by SBCTA at 65%, 95% and 100% for the interface between the tolling infrastructure and the tolling collection system to be installed by Kapsch.
- Review the plans for construction staging plans and planned closures and provide recommendations to minimize impacts to existing express lane operations.

G.2 Change Order Review

- Review construction change orders proposed by SBCTA greater than \$200,000 and provide recommendations to the Commission Project Manager.
- Assess any potential construction changes and their associated impact to operations of the existing RCTC I-15 Express Lanes.
- Coordinate construction interface issues between SBCTA and Kapsch.

EXHIBIT “B”
COMPENSATION
[ATTACHED]

DRAFT

Executive Summary

I-15 NEXT PCM Fee Estimate

June 8, 2022

The Project and Construction Management (PCM) consultant shall assist the Commission in providing oversight services for the I-15 Express Lanes being connected to the SBCTA proposed Express Lanes. Key elements of the PCM services include agreement support, PS&E plan review of key elements within Riverside County, finance and TIFIA support, and toll coordination to modify the existing ELP system within Riverside County.

Fee Estimate Basis and Assumptions

Scope and Price Basis:

The basis for the fee estimate is based on the understanding that RCTC will be providing project “oversight” for key work elements developed by SBCTA within Riverside County. The PCM level of effort is expected to be far less than past projects *led* by RCTC. The Fee Estimate has been formatted to align with the Project Work Breakdown Structure (WBS) consistent with the existing I-15 ELP.

Key Risk Areas for the Estimate:

Unlike the past PCM work where a constant staff level has been provided throughout, the effort for the I-15 NEXT PCM services will be task based with cost variability depending on the level of effort required by RCTC. The following are some key risk areas to the fee estimate that could vary:

1. **CapEx Cost Risk:** The fee estimate is based on the current approach that the CapEx line items are fixed and will be managed by the agency overseeing that particular line item. If the final CapEx reimbursement approach is for RCTC to agree to pay “actuals” for all line items, the level of required oversight may increase depending on the RCTC risk tolerance.
2. **Geometric Options:** SBCTA is the project sponsor and PS&E lead. The fee estimate assumed a relatively minimal level of effort for analysis as this work will be performed by SBCTA. RCTC led reviews, modeling and geometric development could increase the required effort.
3. **Financial Analysis:** The current approach assumes one major CapEx and OpEx update upon SBCTA completion of the 65% plans.
4. **Cost Estimating:** The estimate provided at 65% will be a review of the provided quantities and pricing will be “spot checked” for high-risk items. A fully independent developed cost estimate



at 95%, including quantity and cost reconciliation with the SBCTA has been included as requested in the May 11, 2021 PCM cost estimate.

5. **Kapsch Tolling Amendments:** The current estimate assumes that the existing RCTC I-15 Express Lanes operator, Kapsch, will be modifying their existing system to accommodate SBCTA operations connecting near Cantu Galleano Ranch Road. A reasonable of time has been allocated to the development of the required amendments/change orders and oversight of the installation of the additional toll point.

Basic Schedule

Below are some assumed key project milestones:

Milestone	Expected Date
65% PS&E	4/12/22
95% PS&E	9/7/22
100% PS&E	2/13/23
Project RTL	5/15/23
Construction Award	11/1/23
Construction NTP	1/15/24
Construction Complete	6/1/26

Cost Estimate and Staffing:

1. Staff are assumed, for the most part, to be working from the ELC project office, and thus a field OH rate will be applied. Staff located outside the ELC office will be billed at the previously agreed-to home office rate.
2. Construction Support services after RTL are assumed to be part-time and located at a home office, therefore, will be billed at the home office OH rate. (Note: RTL aligns roughly with completion of the ELC, thus for estimating simplicity RTL is chosen for the transition from field to the home-office OH rate.)
3. The Total Cost estimate \$1,534,912, including escalation and fixed fee.
4. The cost estimate includes approximately \$250k of sunk costs to date.
5. Cost Estimate Notes:
 - a. Current hourly rates were used for known staff. For others, a general labor classification rate was used.
 - b. Current fixed overhead rates used on the I-15 ELP (field and home) were used. An escalation factor of 3.5 percent was applied to the labor rates to estimate the total project budget.
 - c. A profit rate of 10 percent was used to compute the fee;


Fee and Manhour Summary:

Task	Man-Hours	Fee Estimate
TASK 100 - Management	1544	\$387,243
TASK 200 - Design	694	\$143,982
TASK 300 - Tolling	988	\$215,723
TASK 400 - Finance	540	\$139,742
TASK 500 - Contracts	120	\$18,530
TASK 600 - Project Controls	2374	\$287,746
TASK 700 - Construction	852	\$215,775
TASK 800 - Other Direct Costs (ODC's)		\$38,970
Sub Total	7112	\$1,447,710
Escalation		\$87,202
TOTAL	7112	\$1,534,912

AGENDA ITEM 8

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 13, 2022
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee David Knudsen, 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.

BACKGROUND INFORMATION:

State Update

The Legislature is expected to pass the 2022-23 Budget by the constitutional deadline of midnight, June 15, 2022, or forfeit a portion of their salaries. As of the writing of this staff report, the estimated surplus of \$68 billion and discussions of how to avoid the Gann Limit are expected to dominate negotiations between the Governor, Speaker of the Assembly, and President Pro Tempore of the Senate.

As with previous budget cycles, it is anticipated legislators will continue to negotiate outstanding budget details past the June 15 deadline, to be incorporated into budget trailer bills that implement the topline spending programs per agency, or a “budget bill junior,” to revise the Budget Act of 2022-23.

Staff continued work to support the Inland Empire Caucus’ budget request for \$2.2 billion for transportation projects in Riverside and San Bernardino Counties. Additionally, Assemblymember Kelly Seyarto (Murrieta) has agreed to submit RCTC’s request for \$3 million to fund the next phase of the I-15 Express Lanes Southern Extension. A determination to fund these projects may be reached any time before the legislative session concludes on August 31, 2022, either in the Budget Act or a budget trailer bill.

Assembly Bill 2344 (Friedman) Oppose Unless Amended – Action taken based on platform

On June 3, 2022, Executive Director Anne Mayer sent a letter to Assembly Transportation Committee Chair Laura Friedman, proposing amendments to her bill, AB 2344, with the caveat that RCTC will oppose if it is not amended. If enacted as written, AB 2344 would require Caltrans, in consultation with the Department of Fish and Wildlife (DFW), to establish a wildlife

connectivity project list of wildlife passage projects. The bill would require the list to be included in the wildlife connectivity action plan and require Caltrans and DFW to prioritize the implementation of projects on the list based on specified factors, including, among others, the project's ability to enhance connectivity and permeability within a connectivity area or natural landscape area identified in the wildlife connectivity action plan.

RCTC aligns with efforts to protect the biodiversity of our ecosystems through sustainable development and is already doing the work, but AB 2344 would also implement duplicative impact assessments and remediation processes for transportation projects. As such, the bill currently fails to acknowledge the conservation efforts already underway in areas with habitat conservation plans.

A vast majority of transportation, infrastructure, and housing development projects in Riverside County are assessed for impacts to the habitat of any of the 146 species protected by the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) or the 27 species protected by the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). The same is true for projects impacting protected species elsewhere in the state that are covered by HCPs or NCCPs. Impacts to habitat covered by these plans are assessed in close collaboration with the California Department of Fish and Wildlife and with the U.S. Fish and Wildlife Service. What sets these plans apart from piecemeal mitigation processes, is that they have already identified priority wildlife corridors and habitats to add to their comprehensive habitat reserve systems via streamlined mitigation processes.

RCTC requested that the following language be amended into AB 2344:

Amend Section 3, Article 3.8, § 158.1 to read:

158.1. For any project using state or federal transportation funds programmed after January 1, 2024, the department shall ensure that, if the project is located in an area identified as a connectivity area or a natural landscape area in the wildlife connectivity action plan pursuant to Section 1961 of the Fish and Game Code and not in an area covered by a Natural Community Conservation Plan pursuant to Section 2800 of the Fish and Game Code or a habitat conservation plan, an assessment of potential barriers to wildlife movement is done before commencing project planning and again during project design. The department shall submit the assessment to the Department of Fish and Wildlife. If any structural barrier to wildlife movement exists, remediation of the problem shall be designed into the project by the implementing agency. New projects or improvements to existing infrastructure or projects shall be constructed so that they do not present a barrier to fish and wildlife movement. When addressing barriers to wildlife movement, plans and projects shall be developed in consultation with the Department of Fish and Wildlife

The action to oppose, unless amended, is consistent with the Commission adopted 2022 State and Federal Legislative Platform, including:

Regional Control

- Policies should be sensitive to each region's unique needs and avoid "one size fits all" assumptions, over-reliance on one mode of transportation, and lack of distinction between urban, suburban, and rural needs.

Protect Our Authority and Revenue

- Oppose efforts to place mandates on agencies which would drive up operating costs and thereby reduce the amount of funds available to deliver mobility improvements which could nullify RCTC priorities.

Alignment of Responsibilities

- Support policies that provide decision-making authority and flexibility to agencies bearing financial risk for projects. Oppose policies that place unfunded mandates and other undue burdens and restrictions on agencies that bear financial risk for projects.

Environment

- Support efforts or initiatives that limit the liability of transportation projects for long-term conservation or mitigation.
- Oppose efforts to place new environmental criteria (such as GHG reduction or vehicle miles traveled reduction) on transportation projects and programs without commensurate funding for alternatives or mitigations.

Projects

- Oppose policies that inhibit the efficient, timely delivery of such projects.

Senate Bill 1121 (Gonzalez) – Support action taken based on platform

Senate Bill (SB) 1121 authored by Senate Transportation Committee Chair, Lena Gonzalez, would require the California Transportation Commission (CTC) to biennially develop a needs assessment of the cost to operate, maintain, and provide for the future growth and resiliency of the state and local transportation system. In developing the needs assessment, the CTC would be required to consult with relevant stakeholders, including, but not limited to, metropolitan planning organizations, county transportation commissions, regional transportation planning agencies, local governments, and transit operators. In addition, the bill requires the CTC to estimate the cost to provide for future growth of the state and local transportation system in the needs assessment and must include the cost to address climate change impacts.

In opposition letters to AB 2237 (Friedman) and AB 2438 (Friedman), RCTC has expressed concerns regarding legislative efforts that prematurely restructure how transportation projects are planned, funded, and delivered, without a comprehensive analysis of infrastructure and service need, nor increased funding and regulatory flexibility. SB 1121 would be a meaningful first step as the state explores how to advance climate action goals by transitioning our transportation systems to multimodal transit alternatives.

Supporting this legislation is consistent with the Commission's 2022 adopted State and Federal Legislative Platform, including:

Regional Control

- State and federal rulemakings, administrative processes, program guidelines, and policy development activities should include meaningful collaboration from regional transportation agencies.
- Policies should be sensitive to each region's unique needs and avoid "one size fits all" assumptions, over-reliance on one mode of transportation, and lack of distinction between urban, suburban, and rural needs.

Alignment of Responsibilities

- Support strong collaborative partnerships with state and federal agencies.

Alternatives to Driving – Transit and Rail

- Support integration of public transportation systems in southern California.

Projects

- Support programs and policies that advantage transportation projects in Riverside County, including, but not limited to:
 - Measure A-funded projects
 - Grade separations
 - Transit capital projects and operations by regional and municipal transit agencies
 - Commuter rail capital projects and operations
 - Intercity Rail Service to the Coachella Valley and San Geronio Pass
 - Local streets and road projects sponsored by the county and municipalities
 - Active transportation projects
 - Projects included in the Traffic Relief Plan adopted in May 2020
 - Locally led bridge projects

Continued Legislative Advocacy

Staff continue to work with members of Riverside County's State delegation on Assembly Bills 1778 (Cristina Garcia), 2237 (Friedman), and 2438 (Friedman). All three bills passed out of the Assembly with razor thin majority vote. July 1 is the last day for policy committees to meet and consider bills before the legislative summer recess. The Legislature will reconvene on August 1 and August 31 is the last day for each house to pass bills. Staff will continue to be active throughout legislative process and keep commissioners apprised of opportunities to advocate.

Federal Update

Congressionally Directed Spending and Community Project Funding

As part of the federal fiscal year 2023 appropriations process, RCTC requested \$21 million in funding for three projects, including:

- Downtown Third Street Grade Separation, Safety and Mobility project;
- I-15 Express Lanes Southern Extension; and
- Coachella Valley-San Gorgonio Pass Rail Corridor Service Tier II environmental.

RCTC learned that each one of these requests were reviewed by congressional offices and have been submitted to congressional appropriation committees. This includes:

- \$3 million request for the Downtown Third Street Grade Separation, Safety and Mobility project – submitted by Representative Takano;
- \$3 million for the I-15 Express Lanes Southern Extension – submitted by Representative Calvert; and
- \$5 million for CV Rail Tier II environmental – submitted by Senator Padilla.

RCTC's requests made it past the individual member office reviews and will now be considered by congressional appropriation committees.

FISCAL IMPACT:

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

Attachments:

- 1) State and Federal Update Legislative Matrix – June 2022
- 2) Assembly Bill 2344 (Friedman) Oppose Unless Amended – Letter
- 3) Senate Bill 1121 (Gonzalez) Support – Letter

RIVERSIDE COUNTY TRANSPORTATION COMMISSION - POSITIONS ON STATE AND FEDERAL LEGISLATION – JUNE 2022

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
SB 1121 (Gonzalez)	This bill would require the California Transportation Commission (CTC) to biennially develop a needs assessment of the cost to operate, maintain, and provide for the future growth and resiliency of the state and local transportation system. In developing the needs assessment, the CTC would be required to consult with relevant stakeholders, including, but not limited to, metropolitan planning organizations, county transportation commissions, regional transportation planning agencies, local governments, and transit operators. In addition, the bill requires the CTC to estimate the cost to provide for future growth of the state and local transportation system in the needs assessment and must include the cost to address climate change impacts.	Referred to Assembly Transportation Committee May 27, 2022	<i>SUPPORT</i> <i>Staff action based on platform</i>	June 15, 2022
AB 2344 (Friedman)	If enacted as written, AB 2344 would require Caltrans, in consultation with the Department of Fish and Wildlife (DFW), to establish a wildlife connectivity project list of wildlife passage projects. The bill would require the list to be included in the wildlife connectivity action plan and require Caltrans and DFW to prioritize the implementation of projects on the list based on specified factors, including, among others, the project's ability to enhance connectivity and permeability within a connectivity area or natural landscape area identified in the wildlife connectivity action plan.	Referred to Senate Committees on Natural Resource and Water and Transportation June 8, 2022	<i>OPPOSE Unless Amended</i> <i>Staff action based on platform</i>	June 3, 2022
SB 1410 (Caballero)	This bill would require, by January 1, 2025, to conduct and submit to the Legislature a study on the impacts and implementation of the guidelines described above relating to transportation impacts. The bill would require the office, upon appropriation, to establish a grant program to provide financial assistance to local jurisdictions for implementing those guidelines.	Referred to Assembly Committee on Natural Resources June 2, 2022	<i>Support</i>	May 11, 2022
AB 2237 (Friedman)	AB 2237 would limit use of State Transportation Improvement Program funding and reframe the administration of such, while also seeking a redefinition of the roles and responsibilities for metropolitan planning organizations	Referred to Senate Committees on Environmental Quality, Transportation and Housing. June 8, 2022	<i>OPPOSE</i>	May 11, 2022

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
AB 2438 (Friedman)	<p>This bill would require the agencies that administer those programs to revise the guidelines or plans applicable to those programs to ensure that projects included in the applicable program align with the California Transportation Plan, the Climate Action Plan for Transportation Infrastructure adopted by the Transportation Agency, and specified greenhouse gas emissions reduction standards.</p> <p>The bill would require the Transportation Agency, the Department of Transportation, and the California Transportation Commission, in consultation with the State Air Resources Board and the Strategic Growth Council, to jointly prepare and submit a report to the Legislature on or before January 1, 2025, that comprehensively reevaluates transportation program funding levels, projects, and eligibility criteria with the objective of aligning the largest funding programs with the goals set forth in the above-described plans and away from projects that increase vehicle capacity.</p>	<p>Referred to Senate Committee on Transportation</p> <p>June 8, 2022</p>	<i>OPPOSE</i> <i>Staff action based on platform</i>	March 24, 2022
AB 1778 (Cristina Garcia)	This bill would prohibit any state funds or personnel time from being used to fund or permit freeway widening projects in areas with high rates of pollution and poverty.	<p>Referred to Senate Committee on Transportation</p> <p>June 1, 2022</p>	<i>OPPOSE</i>	March 9, 2022
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.	<p>Signed by the Governor</p> <p>September 22, 2021</p>	<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).	<p>Failed to Pass House of Origin by January 31, 2022 deadline.</p> <p>February 1, 2022</p>	<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.	<p>Failed to Pass House of Origin by January 31, 2022 deadline.</p> <p>February 1, 2022</p>	<i>OPPOSE</i>	May 12, 2021
Federal				

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
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



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June 3, 2022

The Honorable Laura Friedman
 Assemblymember, District 43
 California State Assembly
 P.O. Box 942849
 Sacramento, California 94249-0043

RE: AB 2344 (Freidman) – Oppose Unless Amended

Dear Assemblymember Friedman:

On behalf of the Riverside County Transportation Commission (RCTC), I write with proposed amendments to Assembly Bill (AB) 2344. As the managing agency of the Western Riverside County Regional Conservation Authority (RCA), which administers the state's largest Natural Community Conservation Plan (NCCP) and the nation's largest Habitat Conservation Plan (HCP), RCTC commends your interest in developing a comprehensive plan to bolster wildlife connectivity across the state. RCTC aligns with efforts to protect the biodiversity of our ecosystems through sustainable development and is already doing the work but must oppose AB 2344 if duplicative impact assessments and remediation processes for transportation projects remain in place.

A vast majority of transportation, infrastructure, and housing development projects in Riverside County are assessed for impacts to the habitat of any of the 146 species protected by the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) or the 27 species protected by the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). The same is true for projects impacting protected species elsewhere in the state that are covered by HCPs or NCCPs. Impacts to habitat covered by these plans are assessed in close collaboration with the California Department of Fish and Wildlife and with the U.S. Fish and Wildlife Service. What sets these plans apart from piecemeal mitigation processes, is that they have already identified priority wildlife corridors and habitats to add to their comprehensive habitat reserve systems via streamlined mitigation processes.

In western Riverside County alone, we have conserved 412,393 acres to date—over 82 percent of our 500,000-acre reserve goal, conserving habitat of protected species and securing open space for countless communities. The MSHCP not only contributes to the state's "30 by 30" conservation goals, but also incentivizes more dense development by permanently protecting vast landscapes from irreversible conversion to development. In turn, those conserved habitats advance nature-based solutions to climate change through naturally occurring carbon sequestration.

RCTC recently opened its State Route 60 Truck Lanes project, which features two new, 20 feet by 20 feet wildlife crossings that provides connectivity for protected species such as the mountain lion in San Timoteo Canyon, a vital linkage between San Bernardino National Forest and Cleveland National Forest. A video of the new wildlife crossings is linked in the exhibit of this letter. This project was completed in partnership with the California Department of Transportation (Caltrans), but our partnership has not stopped there. We continue to work with Caltrans and other conservation partners to seek state funding to retrofit crossings in locations on State Route 91 and Interstate 15. As such, we continue to advocate for increased budget funding for new wildlife crossings, as well as for retrofits of existing wildlife crossings.

The Honorable Laura Friedman
June 3, 2022
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In Riverside County, we are doing the work and have done so since the Riverside County Integrated Project (RCIP) was completed over 20 years ago to sustainably plan for housing and transportation infrastructure need, balanced with open space and habitat preservation. Riverside County believes so much in the mission of the RCIP and the MSHCP, that Measure A—our voter-approved transportation sales tax—conditions that cities in western Riverside County must be a permittee of the MSHCP and must adopt a Local Development Mitigation Fee (LDMF) that funds the RCA's land acquisition and habitat management programs.

RCTC applauds efforts by the state to implement comprehensive and sustainable development measures like Riverside County has. However, RCTC believes that measures such as AB 2344 should recognize regional plans in place and exempt projects within those plans from duplicative requirements for assessment for impact to wildlife connectivity and subsequent remediation.

RCTC requests that the following language be amended into AB 2344:

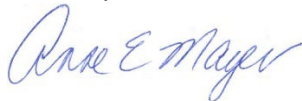
Amend Section 3, Article 3.8, § 158.1 to read:

158.1. For any project using state or federal transportation funds programmed after January 1, 2024, the department shall ensure that, if the project is located in an area identified as a connectivity area or a natural landscape area in the wildlife connectivity action plan pursuant to Section 1961 of the Fish and Game Code and not in an area covered by a Natural Community Conservation Plan pursuant to Section 2800 of the Fish and Game Code or a habitat conservation plan, an assessment of potential barriers to wildlife movement is done before commencing project planning and again during project design. The department shall submit the assessment to the Department of Fish and Wildlife. If any structural barrier to wildlife movement exists, remediation of the problem shall be designed into the project by the implementing agency. New projects or improvements to existing infrastructure or projects shall be constructed so that they do not present a barrier to fish and wildlife movement. When addressing barriers to wildlife movement, plans and projects shall be developed in consultation with the Department of Fish and Wildlife.

RCTC is a willing partner and will continue to work with the state to turn the page toward innovative and sustainable transportation solutions that advance sustainable development and landscape-scale habitat conservation.

For these reasons, RCTC requests your due consideration of our proposed amendments to AB 2344. If you have any questions regarding RCTC's position on this issue, please contact me or David Knudsen, External Affairs Director, at (951) 787-7141.

Sincerely,



Anne Mayer
Executive Director

Exhibit: [State Route 60 Truck Lanes Wildlife Crossing Video](#)



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June 15, 2022

The Honorable Laura Friedman
 Chair, Assembly Committee on Transportation
 California State Assembly
 1020 N Street, Room 112
 Sacramento, California 95814

RE: Support for SB 1121 (Gonzalez)

Dear Chair Friedman:

On behalf of the Riverside County Transportation Commission (RCTC), I write in support of SB 1121 (Gonzalez). As written, the bill would require the California Transportation Commission (CTC), in coordination with transportation planning agencies and other key state, regional, and local stakeholders, to prepare a biennial needs assessment of the costs to operate, maintain, and provide for the future growth of local and state transportation systems for the next 10 years.

RCTC recognizes various efforts in the state to secure an equitable and climate-resilient future, including for residents in Riverside County. However, a number of those efforts prematurely seek dramatic rewrites of state and local transportation funding requirements, impacting how transportation projects are planned, programed, and delivered. By forcing all regions—regardless of their existing mobility infrastructure and resources available locally or from the state—to limit the modes of transportation which they may improve, the disadvantaged communities of under-resourced regions without reliable multimodal transit alternatives would be socioeconomically stranded in traffic.

The prudent approach of SB 1121 to engage stakeholders such as RCTC and comprehensively assess the need and associated cost of all transportation systems, including multimodal transit systems, demonstrates a meaningful first step for the state to coordinate a ***just transition*** to a climate-resilient future for all communities.

Such a needs assessment would provide clarity for staggering investments the State must make—not just in coastal urban centers, but also in more inland regions—in order to transition away from roadway usage while addressing climate change impacts and promoting system resiliency.

The Honorable Laura Friedman

July 15, 2022

Page 2

RCTC is a willing partner and has every interest in working with the state to turn the page toward innovative, sustainable transportation solutions that are accessible, equitable, and inclusive. But these inequities look different from community to community and from region to region. SB 1121 will allow for stakeholders across the state to work together to build the capacity of our multimodal transit systems and avoid the worst impacts of climate change.

If you have any questions regarding RCTC's position on this issue, please contact me at (951) 787-7141.

Sincerely,

A handwritten signature in black ink, appearing to read "Anne Mayer", written in a cursive style.

Anne Mayer

Executive Director

CC: Senator Lena A. Gonzalez, District 33
Members of the Riverside County State Legislative Delegation

AGENDA ITEM 9

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 13, 2022
TO:	Riverside County Transportation Commission
FROM:	Lisa Mobley, Administrative Services Manager/Clerk of the Board Steve DeBaun. Legal Counsel
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Meeting Format Options

STAFF RECOMMENDATION:

This item is for the Commission to provide direction regarding approach to future meetings.

BACKGROUND INFORMATION:

Since AB 361 went into effect, the Commission has continued to affirm the findings that allow legislative bodies to continue to meet remotely should the need arise to hold a virtual or hybrid meeting. Since May of 2022, the Commission has held its standing Committee and Commission meetings in-person. At the June Commission meeting, Commissioners asked that this item be brought back for discussion to consider the possibility of continuing to meet virtually or in a hybrid setting. This item is for the Commission to discuss and provide direction regarding the approach to future meetings.