



## SPECIAL MEETING AGENDA

TIME/DATE:

1:00 p.m. / Thursday, January 29, 2026

LOCATION:

DoubleTree by Hilton  
67967 Vista Chino, Cathedral City, CA 92234

:

### COMMISSIONERS

**Chair** – Raymond Gregory

**Vice Chair** – Jeremy Smith

**Second Vice Chair** – Chuck Washington

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

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

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



# **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

[www.rctc.org](http://www.rctc.org)

## **SPECIAL MEETING AGENDA\***

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

**1:00 p.m.**

**Thursday, January 29, 2026**

**DoubleTree by Hilton  
Oleander Ballroom  
67967 Vista Chino, Cathedral City, CA 92234**

For members of the public wishing to submit written comments, please email comments to the Clerk of the Board at [lmobley@rctc.org](mailto:lmobley@rctc.org) prior to January 28, 2026, and your comments will be made part of the official record of proceedings.

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

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

**1. CALL TO ORDER**

**2. ROLL CALL AND PRESENTATION OF COLORS**

**3. PLEDGE OF ALLEGIANCE**

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

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

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

**6A. AMENDMENT TO CITY OF CORONA’S FISCAL YEAR 2025/26 SHORT RANGE TRANSIT PLAN**

*Page 1*

**Overview**

This item is for the Commission to:

- 1) Approve a \$885,000 allocation increase in State Transit Assistance (STA) funds for the city of Corona (City) for Fiscal Year (FY) 2025/26; and
- 2) Approve the City’s amended FY 2025/26 Short Range Transit Plan (SRTTP) to reflect the STA increase in the amount of \$885,000 for capital assistance.

**7. COACHELLA VALLEY RAIL – AWARD OF CONTRACT FOR TIER 2 PROJECT LEVEL ENVIRONMENTAL DOCUMENT, STATION STUDIES, AND 30 PERCENT DESIGN**

*Page 14*

**Overview**

This item is for the Commission to:

- 1) Award Agreement No. 26-25-009-00 to HDR Engineering, Inc. to prepare the Tier 2 Project Level environmental document required under the California Environmental Quality Act and National Environmental Policy Act (CEQA/NEPA), station location and access studies, and up to 30 percent engineering design for the Coachella Valley Rail Project (CV Rail or Project) in the amount of \$74,876,354, plus a contingency amount of \$5,816,391, for a total amount not to exceed \$80,692,745;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;
- 3) Authorize the Executive Director or designee to approve contingency work as may be required for the Project; and
- 4) Authorize the Executive Director or designee to approve non-funding related amendments.

**8. APPOINTMENT OF EXECUTIVE COMMITTEE MEMBER**

*Page 239*

***Overview***

This item is for:

- 1) The cities of Corona, Jurupa Valley, Moreno Valley, Murrieta, Riverside, and Temecula to select a representative to the Executive Committee.

**9. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA**

**10. EXECUTIVE DIRECTOR REPORT**

**11. COMMISSIONER COMMENTS**

***Overview***

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

**12. ADJOURNMENT**

The next Commission meeting is scheduled to be held on **Wednesday, February 11, 2026.**

# **AGENDA ITEM 6A**



**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

<b>DATE:</b>	January 29, 2026
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Eric DeHate, Transit Manager
<b>THROUGH:</b>	Aaron Hake, Executive Director
<b>SUBJECT:</b>	Amendment to City of Corona’s Fiscal Year 2025/26 Short Range Transit Plan

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Approve a \$885,000 allocation increase in State Transit Assistance (STA) funds for the city of Corona (City) for Fiscal Year (FY) 2025/26; and
- 2) Approve the City’s amended FY 2025/26 Short Range Transit Plan (SRTP) to reflect the STA increase in the amount of \$885,000 for capital assistance.

**BACKGROUND INFORMATION:**

Public transit operators submit their annual Short Range Transit Plan (SRTP) updates to the Commission for approval every June to receive their annual operating and capital funding allocations. Any funding increases for operating or capital revenues administered by the Commission requires an amendment to the operator’s SRTP and Commission approval.

The City assessed its FY 2025/26 SRTP capital improvement program and identified the need for additional technical assistance to implement several critical capital projects aimed at maintaining and improving transit services. These projects are essential for compliance with the California Air Resources Board’s Innovative Clean Transit regulation and enhancing the passenger experience. The City submitted a letter (Attachment 1) requesting an additional \$885,000 for the following projects:


1. Hydrogen Fueling Infrastructure (SRTP Project 26-01) – Additional \$175,000 to support deployment of zero-emission bus technology.
2. Citywide Bus Stop Improvements (SRTP Project 26-04) – Additional \$355,000 for ADA-compliant upgrades, new bus stop design, and amenity standards.
3. Intelligent Transportation System (SRTP Project 26-05) – \$235,000 to modernize operations and improve real-time passenger information.
4. Battery Electric Bus Infrastructure (SRTP Project 26-06) – \$40,000 to support deployment of zero-emission bus technology.
5. Bus Replacement (SRTP Project 26-07) – \$80,000 for procurement of replacement vehicles and ADA-accessible vans.



Commission staff has reviewed the request and recommends approval of the SRTP amendment to increase STA allocations for capital assistance by \$885,000, bringing the total FY 2025/26 STA funding request to \$1,111,000 for the City.

**FISCAL IMPACT:**

The additional \$855,000 STA allocation does not require an adjustment to the FY 2025/26 budget as the current budget already includes amounts for potential adjustments to address transit needs such as this. Any funding required beyond FY 2025/26 will be incorporated into future SRTPs.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26	Amount:	\$855,000
Source of Funds:	STA Western Riverside County Bus		Budget Adjustment:	No	
GLA No.:	002201 86102 00000 0000 241 62 86102			\$885,000	
Fiscal Procedures Approved:				Date:	12/11/2025

Attachment: City of Corona's FY 2025/26 Amendment 1 Request



August 20, 2025

RCTC

Attn: Aaron Hake

400 Lemon Street, 3<sup>rd</sup> Floor

Riverside, CA 92502-2208

SUBJECT: Fiscal Year 2025/26 SRTP Table 4 Adjustment – Amendment #1

The City of Corona Transit Service (CCTS) is requesting Riverside County Transportation Commission's consideration for additional capital funds in the amount of \$885,000 in STA funding for Fiscal Year 2025/26.

FY 2025/26 Table 4: Summary of Funds Requested to reflect the following changes:

- Add \$175,000 in STA funds for SRTP Project 26-01 for Hydrogen Infrastructure.
- Add \$355,000 in STA funds for SRTP Project 26-04 for Bus Stop Improvements.
- Add Project 26-05 for \$235,000 in STA funds for the Intelligent Transportation System.
- Add Project 26-06 for \$40,000 in STA funds for BEB Infrastructure.
- Add Project 26-07 for \$80,000 in STA funds for Bus Replacement.

Due to a shortage in staffing, CCTS is utilizing consultants to assist with service planning and to carry out the various capital projects. On August 6, 2025, the City Council awarded a contract to Michael Baker Incorporated (see attached Staff Report). MBI will be assisting with the following core project tasks:

1. Transit Planning and routing, including developing new route schedules, procuring micro transit software, marketing and public information, and service implementation.
2. Bus stop upgrades will include assessing existing bus stops, documenting their physical condition and compliance with ADA accessibility requirements, identifying and designing new bus stops, and developing bus stop standards to guide the assignment of amenities at bus stops.
3. Deployment of zero-emission bus technologies to comply with the California Air Resources Board (CARB) Innovative Clean Transit (ICT) Regulation.



4. Deployment of an Intelligent Transportation System (ITS) to modernize operations and enhance passenger experience.
5. Fleet procurement will include purchasing replacement buses and new ADA-accessible vans for the micro transit program.

The above funding request is directly related to project tasks 2-5 for capital-related projects and will cover the entirety of the contract term. Sufficient Local Transportation Funds are programmed for Task 1 for the first-year cost in the current FY 2025/26 budget; additional funding for this task will be included in subsequent fiscal years.

Sincerely,

Signed by:  
  
01CF38115445436...

Sudesh Paul  
Transit Program Manager

Attachment:

Table 4.0 – Summary of Funding Requests – FY 2025/26 Amendment #1  
Staff Report – Award of MBI Contract





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

City of Corona

Original

<b>Operating</b>														
Project	Total Amount of Funds	5307 RS	AB 2766	FARE	LCTOP OB	LTF	OTHR LCL	SB 125 ZETCP GGRF	SGR PUC99313	SGR PUC99314	STA PUC99313	STA PUC99314		
Capital Cost of Contracting - Dial-A-Ride	\$593,804	\$475,043				\$118,761								
Capital Cost of Contracting - Fixed Route	\$604,165	\$483,332				\$120,833								
Corona Cruiser Operating	\$1,370,723	\$440,000	\$2,000	\$35,150	\$140,000	\$715,573	\$38,000							
Corona Dial-A-Ride Operating	\$1,376,634	\$440,000		\$500	\$160,000	\$766,134	\$10,000							
<b>Sub-total Operating</b>	<b>\$3,945,326</b>	<b>\$1,838,375</b>	<b>\$2,000</b>	<b>\$35,650</b>	<b>\$300,000</b>	<b>\$1,721,301</b>	<b>\$48,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		

<b>Capital</b>														
Project	Total Amount of Funds	5307 RS	AB 2766	FARE	LCTOP OB	LTF	OTHR LCL	SB 125 ZETCP GGRF	SGR PUC99313	SGR PUC99314	STA PUC99313	STA PUC99314		
Bus Stop Improvements - 26-04	\$100,000								\$94,835	\$5,165				
CNG Fueling Station Upgrade - 26-02	\$220,000										\$190,218	\$29,782		
Hydrogen Fueling Station - 26-01	\$1,778,353							\$1,778,353						
Storage Container - 26-03	\$6,000										\$6,000			
<b>Sub-total Capital</b>	<b>\$2,104,353</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,778,353</b>	<b>\$94,835</b>	<b>\$5,165</b>	<b>\$196,218</b>	<b>\$29,782</b>		
<b>Total Operating &amp; Capital</b>	<b>\$6,049,679</b>	<b>\$1,838,375</b>	<b>\$2,000</b>	<b>\$35,650</b>	<b>\$300,000</b>	<b>\$1,721,301</b>	<b>\$48,000</b>	<b>\$1,778,353</b>	<b>\$94,835</b>	<b>\$5,165</b>	<b>\$196,218</b>	<b>\$29,782</b>		

<b>FY 2025/26 Projected Funding Details</b>	
5307 RS	\$1,838,375
AB 2766	\$2,000
FARE	\$35,650
LCTOP OB	\$300,000
LTF	\$1,721,301
OTHR LCL	\$48,000
Total Estimated Operating Funding Request	\$3,945,326
SB 125 ZETCP GGRF	\$1,778,353
SGR PUC99313	\$94,835
SGR PUC99314	\$5,165
STA PUC99313	\$196,218
STA PUC99314	\$29,782
Total Estimated Capital Funding Request	\$2,104,353
<b>Total Funding Request</b>	<b>\$6,049,679</b>



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

City of Corona

Amendment # 1

<b>Operating</b>														
Project	Total Amount of Funds	5307 RS	AB 2766	FARE	LCTOP OB	LTF	OTHR LCL	SB 125 ZETCP GGRF	SGR PUC99313	SGR PUC99314	STA PUC99313	STA PUC99314		
Capital Cost of Contracting - Dial-A-Ride	\$593,804	\$475,043				\$118,761								
Capital Cost of Contracting - Fixed Route	\$604,165	\$483,332				\$120,833								
Corona Cruiser Operating	\$1,370,723	\$440,000	\$2,000	\$35,150	\$140,000	\$715,573	\$38,000							
Corona Dial-A-Ride Operating	\$1,376,634	\$440,000		\$500	\$160,000	\$766,134	\$10,000							
<b>Sub-total Operating</b>	<b>\$3,945,326</b>	<b>\$1,838,375</b>	<b>\$2,000</b>	<b>\$35,650</b>	<b>\$300,000</b>	<b>\$1,721,301</b>	<b>\$48,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		

<b>Capital</b>														
Project	Total Amount of Funds	5307 RS	AB 2766	FARE	LCTOP OB	LTF	OTHR LCL	SB 125 ZETCP GGRF	SGR PUC99313	SGR PUC99314	STA PUC99313	STA PUC99314		
Bus Stop Improvements - 26-04	\$455,000								\$94,835	\$5,165	\$355,000			
CNG Fueling Station Upgrade - 26-02	\$220,000										\$190,218	\$29,782		
Hydrogen Fueling Station - 26-01	\$1,953,353							\$1,778,353			\$175,000			
Infrastructure for Battery Electric Buses - 26-06	\$40,000										\$40,000			
Intelligent Transportation System (ITS) 19-01 - 26-05	\$235,000										\$235,000			
Replacement of 2012 Buses - 26-07	\$80,000										\$80,000			
Storage Container - 26-03	\$6,000										\$6,000			
<b>Sub-total Capital</b>	<b>\$2,989,353</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,778,353</b>	<b>\$94,835</b>	<b>\$5,165</b>	<b>\$1,081,218</b>	<b>\$29,782</b>		
<b>Total Operating &amp; Capital</b>	<b>\$6,934,679</b>	<b>\$1,838,375</b>	<b>\$2,000</b>	<b>\$35,650</b>	<b>\$300,000</b>	<b>\$1,721,301</b>	<b>\$48,000</b>	<b>\$1,778,353</b>	<b>\$94,835</b>	<b>\$5,165</b>	<b>\$1,081,218</b>	<b>\$29,782</b>		

<b>FY 2025/26 Projected Funding Details</b>	
5307 RS	\$1,838,375
AB 2766	\$2,000
FARE	\$35,650
LCTOP OB	\$300,000
LTF	\$1,721,301
OTHR LCL	\$48,000
<b>Total Estimated Operating Funding Request</b>	<b>\$3,945,326</b>
SB 125 ZETCP GGRF	\$1,778,353
SGR PUC99313	\$94,835
SGR PUC99314	\$5,165
STA PUC99313	\$1,081,218
STA PUC99314	\$29,782
<b>Total Estimated Capital Funding Request</b>	<b>\$2,989,353</b>
<b>Total Funding Request</b>	<b><u>\$6,934,679</u></b>

City of Corona  
City Council Meeting  
Resolution Page  
City Council Meeting

**Agenda Number:** 6.5.

**Resolution Number**

**Title:** PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC. TO PROVIDE CONSULTING SERVICES FOR TRANSIT TECHNICAL ASSISTANCE FOR THE CITY OF CORONA TRANSIT SERVICE, REQUEST FOR PROPOSAL NO. 25-030AT, IN THE AMOUNT OF \$1,421,578

**Date:** August 6, 2025

**Time:** 1:58 AM

**Moved by:** Wes Speake

**Seconded by:** Jacque Casillas

That the City Council:

- a. Award Request for Proposal No. 25-030AT to Michael Baker International, Inc., for consulting services for Transit Technical Assistance for the City of Corona Transit Service.
- b. Approve the Professional Services Agreement with Michael Baker International, Inc. in the amount of \$1,421,578 for the period of August 6, 2025, through January 30, 2029.
- c. Authorize the City Manager, or his designee, to execute the Professional Services Agreement with Michael Baker International, Inc., in the amount of \$1,421,578 for the initial contract term ending January 30, 2029, including any non-substantive extensions, change orders, purchase orders, and amendments up to 10% or \$142,157.
- d. Authorize the City Manager, or his designee, to issue a purchase order to Michael Baker International, Inc., in accordance with the duly authorized and executed agreement.
- e. Authorize the City Manager, or his designee, to submit to the Riverside County Transportation Commission an amendment to the adopted FY25/26 Short Range Transit Plan requesting an additional \$885,000 in State Transit Assistance funds to account for costs directly related to carrying out tasks related to the implementation of the Projects.
- f. Authorize an additional appropriation in the amount of \$885,000 within the Transit Services Fund 577 to be allocated to the following projects and increase revenue estimates by the same amount:
  - Citywide Bus Stop Improvements, Capital Improvement Project No. FC-2022-19 – Increase by \$355,000
  - Intelligent Transportation System for Transit, Operating and Maintenance Project No. 76530 – Increase by \$235,000
  - Hydrogen Fueling Station, Capital Improvement Project No. FC-2024-09 – Increase by \$175,000
  - Infrastructure for Battery Electric Buses, Capital Improvement Project No. FC-2024-10 – Increase by \$40,000
  - Replacement of Buses, Operating and Maintenance Project No. 76580 – Increase by \$80,000

**YES: 5**

**NO: 0**

**ABSTAIN: 0**

**ABSENT: 0**

**MotionAPPROVED**

DocuSigned by:  
*Sylvia Edwards*  
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**YES: 5**

Jim Steiner  
Wes Speake

Jacque Casillas

Tony Daddario

Tom Richins

**NO: 0**

**ABSTAIN: 0**

**ABSENT: 0**



# STAFF REPORT

DATE: 08/06/2025  
TO: Honorable Mayor and City Council Members  
FROM: Public Works Department

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**2025-305**

## REQUEST FOR CITY COUNCIL ACTION

### SUBJECT:

PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC. TO PROVIDE CONSULTING SERVICES FOR TRANSIT TECHNICAL ASSISTANCE FOR THE CITY OF CORONA TRANSIT SERVICE, REQUEST FOR PROPOSAL NO. 25-030AT, IN THE AMOUNT OF \$1,421,578

### EXECUTIVE SUMMARY:

This staff report asks the City Council to approve the Professional Services Agreement with Michael Baker International, Inc., for consulting services to provide transit technical assistance to carry out the activities outlined in the final report of the Comprehensive Operations Analysis (COA). City Council approved the Final COA Plan at the August 16, 2023, Council meeting.

### RECOMMENDED ACTION:

That the City Council:

- a. Award Request for Proposal No. 25-030AT to Michael Baker International, Inc., for consulting services for Transit Technical Assistance for the City of Corona Transit Service.
- b. Approve the Professional Services Agreement with Michael Baker International, Inc. in the amount of \$1,421,578 for the period of August 6, 2025, through January 30, 2029.



- c. Authorize the City Manager, or his designee, to execute the Professional Services Agreement with Michael Baker International, Inc., in the amount of \$1,421,578 for the initial contract term ending January 30, 2029, including any non-substantive extensions, change orders, purchase orders, and amendments up to 10% or \$142,157.
- d. Authorize the City Manager, or his designee, to issue a purchase order to Michael Baker International, Inc., in accordance with the duly authorized and executed agreement.
- e. Authorize the City Manager, or his designee, to submit to the Riverside County Transportation Commission an amendment to the adopted FY25/26 Short Range Transit Plan requesting an additional \$885,000 in State Transit Assistance funds to account for costs directly related to carrying out tasks related to the implementation of the Projects.
- f. Authorize an additional appropriation in the amount of \$885,000 within the Transit Services Fund 577 to be allocated to the following projects and increase revenue estimates by the same amount:
  - Citywide Bus Stop Improvements, Capital Improvement Project No. FC-2022-19 – Increase by \$355,000
  - Intelligent Transportation System for Transit, Operating and Maintenance Project No. 76530 – Increase by \$235,000
  - Hydrogen Fueling Station, Capital Improvement Project No. FC-2024-09 – Increase by \$175,000
  - Infrastructure for Battery Electric Buses, Capital Improvement Project No. FC-2024-10 – Increase by \$40,000
  - Replacement of Buses, Operating and Maintenance Project No. 76580 – Increase by \$80,000

**BACKGROUND & HISTORY:**

The City of Corona Transit Service (CCTS) operates its transit services under the Dial-A-Ride (DAR) and Corona Cruiser fixed-route services. The City contracts with MV Transportation, a private transit management company, to operate both services. The DAR service is comprised of specialized demand response and ADA-complementary paratransit service. This service provides curb-to-curb transportation to qualified individuals, seniors 60 and older, and persons with disabilities, while door-to-door service is available to those certified under the Americans with Disability Act (ADA) program administered by the Riverside Transit Agency (RTA).

The Corona Cruiser is a network of two fixed routes, the Red Line and the Blue Line. These routes provide access to local businesses, retail stores, parks, entertainment venues, municipal services, schools, work, and residential areas. They also connect RTA's regional bus routes, the Corona Transit Center, and the North Main Corona Metrolink Train Station.

On December 21, 2021, the City Council awarded a contract to Transportation Management & Design, Inc. (TMD) to conduct a Comprehensive Operations Analysis (COA), a study of the City’s transit services. Following the study and extensive outreach, TMD developed the COA Final Report, which the City Council approved on August 16, 2023. The City Council approved Scenario Two (2) of the proposed service recommendation as outlined in the final report of the COA. The final plan is available at [Comprehensive Operation Analysis | City of Corona](#).

The Final Report included recommended transit service improvements and associated implementation activities. Implementing the service recommendations requires a major overhaul of the current services. Therefore, staff sought the services of a consultant to assist with planning and implementing the activities and projects listed in the report.

**ANALYSIS:**

On July 3, 2024, a Request for Proposal 24-083AT, Consulting Services for Transit Technical Assistance for the City of Corona Transit Service, was posted on Planet Bids but yielded no proposal submissions. Twenty-two prospective bidders were notified. Staff reached out to the potential list of bidders for their feedback and were told that they were either competing for other projects, needed more clarification, or did not have the resources to handle the large scope. The second solicitation was posted on November 13, 2024, which incorporated feedback received from the bidders, including holding a pre-proposal meeting. While four potential bidders had expressed interest in submitting a proposal, only one proposal was received through Planet Bids by the due date on January 20, 2025, from Michael Baker International, Inc.

The RFP requested a detailed proposal for the following core project tasks:

1. Transit Planning and routing, including developing new route schedules, procuring micro transit software, marketing and public information, and service implementation.
2. Bus stop upgrades will include assessing existing bus stops, documenting their physical condition and compliance with ADA accessibility requirements, identifying and designing new bus stops, and developing bus stop standards to guide the assignment of amenities at bus stops.
3. Deployment of zero-emission bus technologies to comply with the California Air Resources Board (CARB) Innovative Clean Transit (ICT) Regulation.
4. Deployment of an Intelligent Transportation System (ITS) to modernize operations and enhance passenger experience.
5. Fleet procurement will include the purchase of replacement buses and new ADA-accessible vans for the micro transit program.

Michael Baker International, Inc. submitted a \$1,421,578 cost proposal by project task.

<b>Project Task</b>	<b>Cost</b>
Project Management	\$ 302,204
Bus Stop Upgrades	\$ 348,957
Transit Planning	\$ 157,448

ITS	\$ 230,712
ZEB - Hydrogen Infrastructure	\$ 205,790
Bus Procurement	\$ 79,570
Public Engagement	\$ 56,877
<i>SUBTOTAL</i>	<i>\$ 1,381,558</i>
Escalation - Other Direct Costs (ODC)	\$ 40,020
<b>TOTAL</b>	<b>\$ 1,421,578</b>

An evaluation committee comprising of City staff and representative members from Riverside Transit Agency and the Riverside County Transportation Commission was formed to evaluate the proposal. The evaluation of the proposals was based on four (4) essential criteria:

1. Completeness of Response (Pass or Fail)
2. Qualification of Firm (25%)
3. Qualification of Personnel (35%)
4. Work Plan/Project Understanding and Approach (40%)
5. Value (No score given)

After careful review of all information submitted and analysis of the various components of overall firm qualifications, work plan, and technical compliance, the evaluation team's consensus was that the Michael Baker International, Inc. (MBI) team exhibits the essential skills, experience, and staffing required for the implementation of the project's scope of work. However, two follow-up meetings were set up to ensure MBI's understanding of the City's scope of work to ensure the work plan entailed full implementation activities. MBI submitted a follow-up work plan along with a Best and Final Offer.

Staff recommend that the City Council approve the Professional Services agreement with Michael Baker International, Inc., for RFP 25-030AT.

**FINANCIAL IMPACT:**

As noted below, funding for recommended actions a through d is available within multiple projects throughout the full term of the agreement.

Project	Project No.	Year 1	Year 2	Year 3	Year 3.5	Total
Citywide Bus Stop Improvements	FC-2022-19	178,866	172,352	-	-	351,218
Comprehensive Operations Analysis Implementation (Operational Tasks)	78490	215,483	199,349	91,9232	45,331	552,085
Hydrogen Fueling Station	FC-2024-09	46,797	111,467	13,415	-	171,679
Infrastructure for Battery Electric Buses	FC-2024-10	11,624	22,121	2,662	-	36,407
Intelligent Transportation System for Transit	76530	98,929	133,263	-	-	232,192
Replacement of Buses	76580	29,468	31,020	17,509	-	77,997
	<b>Total</b>	<b>\$ 581,166</b>	<b>\$ 669,572</b>	<b>\$ 125,509</b>	<b>\$ 45,331</b>	<b>\$ 1,421,578</b>

The total funding required for operational tasks over the full term of the agreement is \$552,085. In addition to the operational tasks, and to ensure full funding of all project-related activities over the next 3.5 years, staff will submit to RCTC an amendment to the adopted FY 25/26 through FY 27/28 Short Range Transit Plan requesting additional funding to support tasks related to the capital improvement and operating and maintenance projects listed below. Approval of recommended actions e and f will result in an additional appropriation in the amount of \$885,000 within the Transit Services Fund 577 to be allocated to the following projects and increase revenue estimates by the same amount.

<b>Project</b>	<b>Project No.</b>	<b>Amount</b>
Citywide Bus Stop Improvements	FC-2022-19	355,000
Hydrogen Fueling Station	FC-2024-09	175,000
Infrastructure for Battery Electric Buses	FC-2024-10	40,000
Intelligent Transportation System for Transit	76530	235,000
Replacement of Buses	76580	80,000
	<b>TOTAL</b>	<b>\$ 885,000</b>

RCTC has been made aware of this request and suggested that staff submit the amendment after the Council awards the contract.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely awards the contract for consulting services, and there is no possibility that approving this project will have a significant effect on the environment. Therefore, no environmental analysis is required.”

**PREPARED BY:** SUDESH PAUL, TRANSIT PROGRAM MANAGER

**REVIEWED BY:** SAVAT KHAMPHOU, PUBLIC WORKS DIRECTOR

**ATTACHMENTS:**

1. Exhibit 1 – Professional Services Agreement



# **AGENDA ITEM 7**



<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>	
<b>DATE:</b>	January 29, 2026
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Erik Galloway, Project Delivery Director
<b>THROUGH:</b>	Aaron Hake, Executive Director
<b>SUBJECT:</b>	Coachella Valley Rail – Award of Contract for Tier 2 Project Level Environmental Document, Station Studies, and 30 Percent Design

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Award Agreement No. 26-25-009-00 to HDR Engineering, Inc. to prepare the Tier 2 Project Level environmental document required under the California Environmental Quality Act and National Environmental Policy Act (CEQA/NEPA), station location and access studies, and up to 30 percent engineering design for the Coachella Valley Rail Project (CV Rail or Project) in the amount of \$74,876,354, plus a contingency amount of \$5,816,391, for a total amount not to exceed \$80,692,745;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;
- 3) Authorize the Executive Director or designee to approve contingency work as may be required for the Project; and
- 4) Authorize the Executive Director or designee to approve non-funding related amendments.

**BACKGROUND INFORMATION:**

**Project Overview**

For more than three decades, the Commission has pursued the vision of daily intercity passenger rail service between Los Angeles Union Station and the Coachella Valley. The concept originated with a 1991 feasibility study and was revitalized in 2010, followed by a Caltrans-led planning study in 2013.

In October 2013, the Commission adopted Resolution No. 13-042, committing to the development of a Service Development Plan (SDP) in coordination with Caltrans and the Federal Railroad Administration (FRA). In May 2014, the Commission retained a consultant team, HDR Engineering, Inc., to complete the Alternatives Analysis (AA), SDP, and a Tier 1 program-level Environmental Impact Statement/Environmental Impact Report (EIS/EIR). The AA was completed in 2016 and recommended a 144-mile corridor via Los Angeles–Fullerton–Riverside–San Geronio Pass to Indio/Coachella.



Following extensive public review, the Commission certified the Tier 1 EIS/EIR in July 2022, and the FRA issued a Record of Decision (ROD) selecting an alternative that includes up to two daily round trips, eastern segment capacity improvements, and up to five potential station location areas.

In late 2023, FRA accepted CV Rail into the federal Corridor Identification and Development (Corridor ID) Program, which included funding to update the SDP and improve competitiveness for future federal funding opportunities.

In January 2024, the Commission reaffirmed RCTC's role as the lead agency for project delivery, continuation of the 10 percent set aside of Coachella Valley State Transit Assistance (STA) and directed staff to negotiate with host railroads and advance funding and operational strategies.

On August 20, 2025, the Commission's Coachella Valley Rail Ad Hoc Committee directed staff to proceed with the next phase of project development. This included continuing the SDP update, addressing ROD commitments, evaluating governance options with Los Angeles-San Diego-San Luis Obispo Rail Corridor (LOSSAN) as a potential managing entity, and advertising a Request for Qualifications (RFQ) for Tier 2 CEQA/NEPA documentation, station studies, and 30 percent design. The report presented to the Ad Hoc Committee outlined a two-phased approach for the RFQ: Phase 1 would include CEQA, pre-NEPA studies, preliminary engineering, and station studies, while Phase 2 would encompass the full NEPA process and 30 percent level engineering. The overall program was estimated at \$85 million, with a projected completion of the environmental and design scope by April 2032. The Ad Hoc Committee also gave direction to simultaneously pursue legislative exemptions to CEQA and NEPA.

## **DISCUSSION**

Staff developed the RFQ for the Tier 2 CEQA/NEPA and as stated in the August 20, 2025, Ad Hoc meeting, the RFQ's scope of work was broken into Phase 1 and Phase 2 as detailed below.

This two-phased approach allows the environmental work for the development of the CEQA document while the SDP update is being conducted and allows work to progress prior to FRA approval to advance to Step 3 of the Corridor ID process. If the contract was not phased in this manner, the Commission would have to wait until the SDP update was completed and approved and FRA approved advancement into Step 3. This would result in a significant delay to the Project.

This scope of work is consistent with the Commission's direction and the FRA's Corridor ID framework.

### **Phase 1**

This phase will be conducted concurrently with the Corridor ID Step 2 SDP update and will include station location studies, preliminary engineering and basis of design development, environmental technical studies to support development of a CEQA-level environmental

document, tribal and public engagement, and host railroad coordination. These efforts will support the selection of preferred station locations, refinement of the Project footprint, and a nearly completed CEQA environmental document.

In addition, during this phase, extensive public outreach will be performed to brief the public on the Project and seek their input, participation, and support. The recommended consultant team has proposed to contract with outreach firms experienced in the Coachella Valley, and Riverside and San Bernardino counties, and also the local cities along the Project corridor.

During this phase, the engineering efforts will also identify, quantify, and develop measures to mitigate risks that have not been currently identified.

## **Phase 2**

This will commence upon FRA concurrence and entry into Corridor ID Step 3. This phase will include finalization of the CEQA documents and preparation of the Tier 2 Project-Level NEPA document, completion of station planning, and engineering up to 30 percent design. The engineering scope will cover track, structures, drainage and floodplain analysis, grade crossings and separations, stations, and layover and servicing facilities. Cost estimating and phasing will also be addressed during this phase.

The agreement with the consultant will cover both Project phases, but staff is recommending the consultant only be authorized to commence work on Phase 1. At the end of Phase 1, staff will return to the Commission to provide an update on the Project and seek approval to progress into Phase 2. This will allow the Commission to review the findings and any changes in the scope, cost, or schedule that are identified during Phase 1.

## **Procurement**

Pursuant to Government Code 4525 et seq, selection of architect, engineer, and related services shall be based on demonstrated competence and 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 RFQ.

RFQ No. 26-25-009-00 for the Tier 2 Project Level Environmental Document (CEQA/NEPA), Station Studies, and 30 percent Design for the Coachella Valley Rail Corridor Service Program was released by staff on August 27, 2025. The RFQ was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Through PlanetBids, 62 firms downloaded the RFQ with 13 of these firms located in Riverside County. A pre-submittal conference was held on September 15, 2025, and attended by 18 firms. Staff responded to all questions submitted by potential proposers prior to the October 2, 2025, clarification deadline. Two (2) firms, HDR Engineering, Inc. (Riverside, CA), and Coachella Line Consortium, a joint

venture between Moffat & Nichol and Jacobs Engineering (Riverside, CA), submitted responsive and responsible statements of qualifications prior to the 2:00 p.m. submittal deadline on October 16, 2025. Utilizing the evaluation criteria set forth in the RFQ, the firms were evaluated and scored by an evaluation committee comprised of staff from the Commission, Bechtel, San Bernardino County Transportation Authority (SBCTA), Caltrans department of rail, Coachella Valley Association of Governments (CVAG), and LOSSAN.

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 both firms – HDR Engineering, Inc. and Coachella Line Consortium to the interview phase of the evaluation and selection process. Interviews were conducted on November 18, 2025.

As a result of the evaluation committee's assessment of the written proposals and interviews, the evaluation committee recommends contract award to HDR Engineering, Inc. to provide the Tier 2 Project level environmental document (CEQA/NEPA), station studies, and 30 percent design for the CV Rail Project, as this firm earned the highest evaluation score.

Subsequently, staff negotiated the scope of work (including the appropriate level of effort, labor categories/mix, etc.), cost, and schedule, and established a fair and reasonable price. As part of the federal procurement process for architectural and engineering services, the contract is subject to a pre-award audit by Caltrans Audits and Investigations Unit and the Commission's internal auditor.

As shown in the table below, the proposed cost for the Project is \$74,876,354, which includes \$58,163,905 for Phase 1 (station studies, preliminary engineering, and CEQA) and \$16,712,449 for Phase 2 (final CEQA, full NEPA, and 30 percent design). This amount may be adjusted slightly pending the outcome of the pre-award audit. A 10 percent contingency, equal to \$5,816,391, is requested for this Project for Phase 1, bringing the total not-to-exceed amount to \$80,692,745.

When staff returns to the Commission at the completion of Phase 1 to seek approval to advance to Phase 2, an assessment of the remaining contingency will be performed and if necessary, a revised contingency amount will be presented and included with the Phase 2 contract amount.

**Project Cost Breakdown**

	Project Phase	Dollar Amount
1	Phase 1 - Station Studies, Preliminary Engineering, and CEQA	\$ 58,163,905
2	Phase 2 – Final CEQA, Full NEPA, and 30% Design	\$ 16,712,449
	<b>Subtotal</b>	\$ 74,876,354
	Contingency for Phase 1 (10%)	\$ 5,816,391
	<b>GRAND TOTAL</b>	\$ 80,692,745

**FISCAL IMPACT:**

Approval of this item will authorize Agreement No. 26-25-009-00 with HDR Engineering, Inc. in an amount not to exceed \$80,692,745. The Project will be funded through a combination of approved federal, state, and local sources. Funds are budgeted and available in Fiscal Year 2025/26 for this Project during the normal budget cycle. A detailed breakdown of the funding is shown in the table below.

**Funding Source Breakdown**

Item	Dollar Amount	Fund Source
1	Phase 1 - Station Studies, Preliminary Engineering and CEQA	\$ 15,658,000 State Transportation Improvement Program (STIP) Regional Improvement Program (RIP)
		\$ 10,000,000 STIP Interregional Improvement Program (IIP)
		\$ 38,322,296 Senate Bill 125 (SB125) Formula-Based Transit and Intercity Rail Capital Program (TIRCP)
	Phase 1 Subtotal	*\$ 63,980,296
2	Phase 2 – Final CEQA, Full NEPA and 30% Design	\$ 16,712,449 Combination of SB125 TIRCP, State Rail Assistance (SRA), STA, and Federal Earmark Funding
	<b>Total</b>	<b>\$ 80,692,745</b>


\*Amount includes 10 percent contingency

Other funding sources such as SRA and STA may also be utilized in Phase 1 if needed. As the Project progresses, staff will strategically maximize discretionary state funding sources prior to local and formula-based funding that the Commission has more flexibility over.

**Expenditure Schedule (not including contingency)**

	Item	FY 2025/26	FY 2026/27+	GL/Project Accounting No.
1	HDR (Phase 1)	\$ 6,122,843	\$ 52,041,062	004203-81101-00141-0139 & 004203-81101-00000-0000 245-25-81101
2	HDR (Phase 2)	\$0	**\$ 16,712,449	004203-81101-XXXXX-XXXX 245-25-81101
	<b>Total</b>	<b>\$6,122,843</b>	<b>\$52,041,062</b>	

\*\*Pending future Commission approval to commence Phase 2

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26 FY 2026/27+	Amount:	FY 2025/26: \$6,122,843 FY 2026/27+: \$52,041,062
Source of Funds:	STIP RIP, STIP IIP, TIRCP			Budget Adjustment:	No
GL/Project Accounting No.:	004203 81101 00141 0139 (TIRCP) & 004203 81101 00000 0000 (STIP) 245 25 81101 Preliminary Engineering				
Fiscal Procedures Approved:				Date:	01/15/2026

Attachment: Draft Agreement No. 26-25-009-00 with HDR Engineering, Inc.

**PROFESSIONAL SERVICES AGREEMENT  
WITH FRA, FHWA AND STATE FUNDING/ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AGREEMENT WITH  
HDR ENGINEERING, INC.**

**FOR  
TIER 2 FINAL ENVIRONMENTAL IMPACT STATEMENT/  
ENVIRONMENTAL IMPACT REPORT (FEIS/EIR)  
PROJECT-LEVEL ENVIRONMENTAL REVIEW SERVICES  
AND 30% LEVEL OF DESIGN**

**FOR THE COACHELLA VALLEY-SAN GORGONIO PASS RAIL CORRIDOR  
SERVICE PROGRAM  
IN COMPLIANCE WITH NEPA AND CEQA**

**Parties and Date.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **HDR ENGINEERING, INC.** ("Consultant"), a **CORPORATION**. The Commission and Consultant are sometimes referred to herein individually as "Party", and collectively as the "Parties".

**Recitals.**

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

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

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

D. A source of funding for payment for professional services provided under this Agreement is Federal Rail Administration (FRA) funds from the United States Department of Transportation pursuant to the following project/program: Consolidated Rail Infrastructure and Safety Improvements program (49 U.S.C. § 22907).

E. Funding for this Agreement may also be provided from the Federal Highway Administration (FHWA) through the California Department of Transportation (Caltrans).

F. In addition, funding for this Agreement may be provided using other State funding sources. Prior to or concurrent with execution of this Agreement, Consultant shall submit the executed Executive Order N-6-22 Certification attached to this Agreement as Exhibit "H" and incorporated herein by reference.

G. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in preparing project level environmental documents required under the California Environmental Quality Act and National Environmental Policy Act (CEQA/NEPA), station location studies, and rail engineering design to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

H. The Commission desires to engage Consultant to render such services for the **Tier 2 Final Environmental Impact Statement/Environmental Impact Report (FEIS/EIR) Project-Level Environmental Review Services and 30% Level of Design for the Coachella Valley Rail Corridor Service Program** ("Project"), as set forth in 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 professional 30% level of engineering design and Tier 2 Environmental Impact Statement/Environmental Impact Report (FEIS/EIR) Project-level environmental review services for the Coachella Valley-San Gorgonio Pass Rail Corridor Service Program in compliance with NEPA and CEQA ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

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. Caltrans Audit Procedures.

4.1 Consultant and certain subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an 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 24 and 25 of this Agreement.

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

Accepted rates will be as follows:



a. If the proposed rate is less than one hundred fifty percent (150%) – the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

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

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

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

## 5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end on 12/01/2032 unless extended by contract amendment.

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

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 **Rob Klovsky** 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 as follows: **[Rob Klovsky, Scott Gaastra, Elisabeth Suh, Marie Lewis Adams, Bridget Hennessey, Christina Byrne, Thomas Jacques, Kristine Kono-Woo, James Santos, Terry Rivasplata, Ryan Cheung, Matt Bushman, Sergio Magallon, Gerard Reminiskey, Andy Osvalds, Patrick Halsted]**.

9. Standard of Care; Licenses; Evaluation.

9.1 Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant

further represents and warrants to the Commission that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, 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.

9.2 Consultant's performance will be evaluated by Commission. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the Agreement record.

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. Consultant hereby indemnifies and holds the Commission harmless, pursuant to the indemnification provisions contained in this Agreement, from any and all claims that may be made against the Commission based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

11. Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of Commission's Contract Administrator, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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, FRA 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 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. 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. Except as expressly set forth in subparagraph (a) below, 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 ("Cost Proposal") unless additional reimbursement is provided for by a written amendment. In no event shall Consultant be reimbursed for overhead costs at a rate that exceeds Commission's approved overhead rate set forth in the Cost Proposal. In the event that Commission determines that a change to the Services from that specified in the Cost Proposal and this Agreement is required, the contract time or actual costs reimbursable by Commission shall be adjusted by contract 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.

(a) Annual Escalation. Price escalation in the not to exceed amount of \_\_\_\_% may be applied to the hourly rates set forth in Exhibit "C" twelve (12) months after the effective date of this Agreement and annually thereafter. Consultant shall notify Commission prior to submitting an invoice that includes rates escalated in accordance with this provision.

19.2 The indirect cost rate established for this Agreement is extended through the duration of this Agreement. Consultant's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or Agreement award.

19.3 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee of \$\_\_\_\_\_. The fixed fee is nonadjustable for the term of this Agreement, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

19.4 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.

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

19.6 Progress payments shall be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee shall

be included in the monthly progress payments. Consultant shall not be entitled to and shall forfeit any portion of the fixed fee not earned as provided herein.

19.7 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.

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

19.9 Consultant shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by Commission's Contract Administrator of undisputed, itemized invoices in triplicate. Invoices shall be submitted no later than 30 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

19.10 The total amount payable by Commission including the fixed fee shall not exceed \$74,876,354.

19.11 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.

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

19.13 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; Suspension.

21.1 Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those Services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation.

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 work in any manner deemed proper by Commission. If Commission terminates this Agreement with Consultant for cause, 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 this Agreement. In such case, the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

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

21.5 Effect of Termination for Cause. In addition to the above, Consultant shall be liable to the Commission for any reasonable additional costs incurred by the Commission to revise work for which the Commission has compensated Consultant under

this Agreement, but which the Commission has determined in its sole discretion needs to be revised, in part or whole, to complete the Project because it did not meet the standard of care established herein. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

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

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

21.8 Consultant may not terminate this Agreement except for cause.

21.9 Suspension. In addition to the termination rights above, Commission may temporarily suspend this Agreement, at no additional cost to Commission, provided that Consultant is given written notice of temporary suspension. If Commission gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with a notice of termination.

## 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 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; as well as compliance with federal funding requirements, Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents,

papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during this Agreement period and for three years from the closeout of Commission's FRA grant or any FHWA funding. The state, State Auditor, Commission, FRA, FHWA, or any duly authorized representative of the 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 with resources available within its own organization and no portion of the Services shall be subcontracted without written

authorization by Commission's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

25.3 Consultant shall pay its subconsultants within fifteen (15) 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 also set forth the rates at which each subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission to Consultant. Additional Direct Costs, as defined in Exhibit "C" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "C". The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

## 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 Consultant 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 Consultant's Cost Proposal and exceeding \$5,000 prior authorization by Commission's Contract Administrator is required. Three competitive quotations must be submitted with the request for such purchase, or the absence of bidding must be adequately justified.

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

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 and its Subconsultants shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, et. seq. and all Federal, State, and local laws and ordinances applicable to the Services.

(b) 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>.

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

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 and its Subconsultants.

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, its 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, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its 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, its directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8,



which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

### 30. Insurance.

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

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

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

(b) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; (2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; and (3) Workers' Compensation and 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 \$2,000,000 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 \$1,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

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.

(d) All Coverages.

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

(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.

(iii) 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.

(iv) 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).

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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.

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

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

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 expenses.

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.

As between Consultant and the construction contractors only, the construction contractors shall remain solely responsible for construction safety notwithstanding any safety obligations of Consultant at the jobsite. The foregoing sentence shall not impact nor in any way modify or alter Consultant's indemnity and defense obligations to the Commission, as set forth in Section 29 of this Agreement, not any of Consultant's duties or obligations set forth under this Agreement, including the attached exhibits.

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

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 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. Consultant agrees to advise Commission of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either Commission or State law.

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

(d) Consultant hereby certifies that the Consultant or subconsultant and any firm affiliated with the Consultant or subconsultant that bids on any construction contract or on any agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

(e) Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

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 contract 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 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 either party commencing any legal action under this Agreement, the Parties agree to try in good faith, to resolve any dispute amicably between them. If a dispute has not been resolved after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either Party may seek any other available remedy to resolve the dispute.

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

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.

39.1 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:

HDR ENGINEERING, INC.  
2280 Market Street, Ste. 100  
Riverside, CA 92501  
Attn: Thomas T. Kim

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.

40. 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.

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

42. 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.

43. 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.

44. State and Federal Funding Requirements. The Services provided under this Agreement may be funded, in whole or in part, from funding received from Caltrans, FHWA or the California State Transportation Agency (Cal STA). Consultant shall fully and adequately comply with the provisions included in Exhibit "D" Part I, Part II and Part III (Caltrans, FHWA and Cal STA requirements) attached to this Agreement and incorporated herein by reference. In addition, the Services will be funded using funding received from the FRA, and Consultant shall comply with the FRA requirements included as Exhibit "E", attached to this Agreement and incorporated herein by reference. Should Consultant fail to comply with the state or federal requirements, the Commission may, among other available remedies, require the Consultant to prepare and implement a corrective action plan at no cost to the Commission.

45. 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.

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

47. 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.

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

49. 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.

50. 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.

51. 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.

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

53. 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  
AGREEMENT FOR  
TIER 2 FINAL ENVIRONMENTAL IMPACT STATEMENT/  
ENVIRONMENTAL IMPACT REPORT (FEIS/EIR)  
PROJECT-LEVEL ENVIRONMENTAL REVIEW SERVICES  
AND 30% LEVEL OF DESIGN**

**FOR THE COACHELLA VALLEY-SAN GORGONIO PASS RAIL CORRIDOR  
SERVICE PROGRAM  
IN COMPLIANCE WITH NEPA AND CEQA**

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

<p><b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b></p> <p>By: _____ _____ Aaron Hake Executive Director</p> <p><i>Approved as to Form:</i></p> <p>By: _____ _____ Best, Best &amp; Krieger LLP General Counsel</p>	<p><b>CONSULTANT</b></p> <p>By: _____ Signature</p> <p>_____ Name</p> <p>_____ Title</p> <p><b>ATTEST:</b></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**

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

**EXHIBIT "C"**  
**COMPENSATION PROVISIONS**

**EXHIBIT "D"**  
**PART 1 – STATE, FHWA, AND FRA REQUIREMENTS**  
**PART 2 – CALTRANS /STATE REQUIREMENTS**

**EXHIBIT "E"**  
**DISCLOSURE OF LOBBYING ACTIVITIES**

**EXHIBIT "F"**  
**EXECUTIVE ORDER N-6-22 CERTIFICATION**

# CV Rail Preliminary Engineering and Environmental Clearance Support – Scope of Services

## Introduction

This Scope of Services describes the work proposed to complete the Preliminary Engineering and Environmental Clearance Support for the Coachella Valley Rail Corridor Service Program.

This Project is currently intended to follow a Design-Bid-Build (DBB) delivery method, wherein the completion of environmental documentation and preliminary engineering will inform a subsequent Request for Proposals (RFQ) for both final design and construction. When constructed, the Project will commence in the west from the Los Angeles Union Station, where supporting infrastructure is already in place, with construction progressing sequentially eastward beginning in the City of Colton and terminating in the City of Coachella. Environmental clearance work will evaluate the entire Project scope cohesively, in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

*On June 2, 2022, the Federal Railroad Administration (FRA), in coordination with RCTC and Caltrans, issued a Record of Decision (ROD) and Tier 1 Final Environmental Impact Statement/Environmental Impact Report (FEIS/EIR) for the Coachella Valley-San Geronimo Pass Rail Corridor Service Program in compliance with NEPA and CEQA. The program level Tier 1 FEIS/EIR contemplated that subsequent Tier 2/project-level environmental review would evaluate more detailed, site-specific proposals to implement the selected alternative. The full project limits are defined as extending from LA Union Station to the City of Coachella. The Eastern section of the project, which runs from Colton to Coachella, will require a full Environmental Impact Report/Environmental Impact Statement (EIR/EIS) while the Western section will require minimal environmental documentation as current infrastructure is already in place.*

*The Project Scope of Work for this Request for Proposals (RFQ) has been broken into two phases to comply with FRA Corridor Identification and Development (Corridor ID) Program requirements. The Phases are defined as follows:*

**Part A: CEQA and Pre-NEPA Activities, Including Station Location and Rail Corridor Feasibility Study.** *The Part A scope of work will involve conducting technical studies, conceptual engineering, and public engagement for the preparation of the CEQA environmental document discussed in Part B. Part A additionally entails pre-NEPA activities focused on conducting a station feasibility and rail corridor study for the Coachella Valley Rail Project. This phase is designed to:*

- 1. Conduct preliminary engineering, environmental, and cultural studies of the eastern section of the proposed rail corridor from the City of Colton on the west to the City of Coachella in the east. (as identified in the Tier 1 FEIS/EIR, which can be found at [https://www.rctc.org/wp-content/uploads/2022/06/CV-Rail\\_FEIS-EIR-ROD-06-02-2022.pdf](https://www.rctc.org/wp-content/uploads/2022/06/CV-Rail_FEIS-EIR-ROD-06-02-2022.pdf)) (the “Eastern Section”) for the purpose of using these studies for the completion of the subsequent CEQA environmental document in*

*Part B.y2. Identify and analyze potential station locations, particularly assessing feasibility along the Eastern Section of the proposed rail corridor.*

*a. The scope of this effort shall include:*

- i. Evaluation of the six station areas identified in the tier 1 EIS/EIR and the Service Development Plan (SDP) located within the Eastern Section of the corridor*
- ii. Consideration of Multiple alternative locations/configurations for each of the six station areas, as may be necessary to support future NEPA requirements*
- iii. Inclusion of the proposed layover facility in the eastern section of the corridor must be included in the analysis to provide compatibility with the service and environmental compliance.*

*3. Engage the public and key stakeholders to gather input and support for the Project and to build an informed foundation for decision-making for the station location sites. The public outreach consultants must show prior experience working in the Coachella Valley and shall demonstrate and maintain a physical presence within the Coachella Valley to provide effective local engagement. Key stakeholders identified for this project include:*

*a. Federal and State Agencies*

- i. Federal Railroad Administration (FRA)*
- ii. California Department of Transportation (Caltrans)*
- iii. California State Transportation Agency (CalSTA)*
- iv. California High-Speed Rail Authority (if applicable)*
- v. California Public Utilities Commission (CPUC)*

*b. Regional Transportation Agencies*

- i. Riverside County Transportation Commission (RCTC)*
- ii. San Bernardino County Transportation Authority (SBCTA)*
- iii. Coachella Valley Association of Governments (CVAG)*
- iv. Los Angeles County Metropolitan Transportation Authority (Metro)*
- v. Orange County Transportation Authority (OCTA)*
- vi. Southern California Association of Governments (SCAG)*
- vii. Metrolink / Southern California Regional Rail Authority (SCRRA)*

*c. Counties*

- i. Riverside County*
- ii. San Bernardino County*
- iii. Los Angeles County*
- iv. Orange County*

*d. Cities Along or Affected by the Corridor*

- i. City of Los Angeles (LA Union Station)*
- ii. City of Banning*
- iii. City of Beaumont*
- iv. City of Loma Linda*
- v. City of Rancho Mirage*
- vi. City of Colton*
- vii. City of Riverside*



- viii. *City of San Bernardino*
- ix. *City of Redlands*
- x. *City of Palm Springs*
- xi. *City of Cathedral City*
- xii. *City of Desert Hot Springs*
- xiii. *City of Palm Desert*
- xiv. *City of Indio*
- xv. *City of Coachella*
- e. *Host and Partner Railroads*
  - i. *Union Pacific Railroad (UP) – Host Railroad*
  - ii. *BNSF Railway*
  - iii. *Amtrak*
  - iv. *Metrolink*
- f. *Transit Operators*
  - i. *Riverside Transit Agency (RTA)*
  - ii. *SunLine Transit Agency*
  - iii. *LA Metro Bus*
  - iv. *OCTA Bus*
- g. *Tribal Governments (example list; confirm with project area consultation records)*
  - i. *Agua Caliente Band of Cahuilla Indians*
  - ii. *Moronggo Band of Mission Indians*
  - iii. *Cahuilla Band of Indians*
  - iv. *Soboba Band of Luiseño Indians*

4. *Design shall be advanced to the 30% level in this project phase to support and complete the environmental process and related documentation. The Consultant shall conduct necessary research, data collection, coordination, calculations, design engineering, and environmental technical studies to assess the feasibility of the proposed CV Rail Project, evaluate potential environmental impact, and define the project footprint limits extending from City of Colton to the City of Coachella.*

*The Consultant shall prepare conceptual engineering plans and technical reports during Part A, including the following:*

- a. *Track Alignment Plans*
- b. *Grade Separation and Track Access Plans*
- c. *Utility Plans*
- d. *Station Plans*
- e. *Construction Phasing Plans*
- f. *Traffic Handling Plans*
- g. *Signal and Communication Plans*
- h. *Right of Way Plans*
- i. *Grading and Drainage Plans*
- j. *Basis of Design Report*
- k. *Station Report*
- l. *Geotechnical Report*

- m. Existing Structures Report*
- n. Advanced Planning Study*
- o. Right of Way Report*
- p. Utilities Report and Matrix*
- q. Rail Systems Facilities Report*
- r. Misc. Structures and Retaining Wall Report*
- s. Constructability Report*
- t. Roadway Crossings Report*
- u. Hydrology and Hydraulics Report*

CEQA work will be completed as part of Part A, and finalization of NEPA will be completed as part of Part B. Studies shall be completed as part of the CEQA process. A preferred station location will not be selected during Part A; instead, work completed as part of Part A will develop adequate information to facilitate final site selection in Part B. It should be noted that work completed within Part A will not result in a predetermination of the NEPA document.

The initial planning phase included a Service Development Plan (SDP) that was approved by FRA and can be found here:

[https://www.rctc.org/wp-content/uploads/2025/08/CV-Rail\\_Final\\_Service-Development-Plan\\_05-11-2022.pdf](https://www.rctc.org/wp-content/uploads/2025/08/CV-Rail_Final_Service-Development-Plan_05-11-2022.pdf)

[https://www.rctc.org/wp-content/uploads/2025/08/CV-Rail\\_Final\\_Service-Development-Plan-Appendices\\_05-11-2022.pdf](https://www.rctc.org/wp-content/uploads/2025/08/CV-Rail_Final_Service-Development-Plan-Appendices_05-11-2022.pdf)

*Additionally, the findings from Part A will inform updates to the Service Development Plan, which is required under the FRA Corridor ID program, by providing the FRA with the requested station data necessary for SDP finalization. The consultant selected for this scope of work will be required to coordinate with the consultant responsible for the Service Development Plan update which will be on a concurrent timeline. Coordination with the Caltrans Corridor Manager will also be required, as Caltrans will be engaged in the development of the SDP and will review key project deliverables. Scope of work includes elements of tribal consultation, public outreach. Relevant sections of the SDP are listed below:*

- SDP Subtask 4.5 - Station Area and Access Analysis - Identifies station locations and evaluates how each will support train operations, passenger access, multimodal connectivity, and integration with surrounding infrastructure and land uses. Includes conceptual engineering for station layouts and parking.*
- SDP Subtask 4.6 - Conceptual and Early Preliminary Engineering - Defines and illustrates the needed capital projects for the service (e.g., tracks, signals, interlockings). Conducts conceptual and early preliminary engineering to assess feasibility, operational performance, constructability, and environmental readiness.*
- SDP Task 5 - Environmental Planning - Identifies key environmental concerns and conducts a high-level resource inventory and preliminary impact assessment. Results will inform NEPA scoping and environmental clearance processes. Deliverables include an Environmental Concerns Analysis Report outlining impacts, permitting needs, and mitigation strategies.*

**Part B: Comprehensive NEPA/CEQA Environmental Clearance with Site-Specific Analysis and Preliminary Engineering.** Part B will conduct comprehensive NEPA and CEQA environmental clearance, focusing on site-specific analysis across the entire Eastern Section of the rail corridor, and includes the drafting and finalization of a Tier 2 environmental document as contemplated in the Tier 1 FEIS/EIR. This phase includes:

1. *Site-Specific Environmental Analysis: Prepare detailed NEPA/CEQA environmental documentation to evaluate the full range of environmental impacts for specific station locations, track alignments, and infrastructure elements identified in Part A. Studies completed in Part A will be incorporated into the CEQA environmental document. Studies required for the completion of the NEPA and/or CEQA environmental documents will be completed in this phase. This analysis will comply with federal and state environmental standards through an in-depth review of each project component along the Eastern Section.*

2. *Preliminary Engineering (up to 30%): Augment from the studies of Part A to finalize the preliminary designs for key elements of the Eastern Section of the rail corridor, including:*

- *Alignment of the proposed third or fourth tracks*
- *Specific station sites identified in Part A*
- *Siding tracks, pedestrian bridges, drainage structures*
- *Traffic analysis at proposed Station Sites and impacts to existing at-grade crossings*
- *Grade crossing improvements, grade separations, and additional infrastructure needed to support inter-city rail service.*

*Preliminary engineering studies completed in Part A will be incorporated into the tasks for this phase. Studies required for the preliminary engineering tasks will be completed in this phase.*

3. *Optional Task A: Identify necessary improvements and determine the level of environmental documentation required for NEPA/CEQA clearance on the Western Section of the rail corridor (from Colton to downtown Los Angeles Union Station).*

4. *Optional Task B: Provide recommendations for alternative delivery methods for final design and construction of the project. As part of the planning and conceptual engineering tasks, the selected consultant shall evaluate and recommend potential phasing approaches for the project. The intent of this task is to identify logical, feasible, and cost-effective ways to implement the project in phases, recognizing that the full buildout may not occur at once.*

Part B's site-specific focus will provide detailed environmental and engineering documentation to support informed decision-making, compliance, and future construction, building on the foundational feasibility assessments of Part A.

The more detailed scope for each task which follows below is intended to more fully describe the work proposed to meet the goals of the scope summarized above.

## SCOPE OF WORK – Part A: Station Location and Rail Line Feasibility Studies

RCTC proposes to conduct CEQA and Pre-NEPA scope of work activities which includes stations and rail line feasibility studies in order to identify potential locations along the Eastern Section of the proposed Coachella Valley Rail Corridor, where new intercity passenger rail stations are proposed to be constructed. The studies will provide technical information and community and stakeholder input that will enable RCTC to make an informed selection of an eastern terminus location for the proposed rail service as well as feasible locations for stations along the rail line in Riverside and San Bernardino Counties. The studies will be conducted in coordination with the participation of the California Department of Transportation Division of Rail (Caltrans), CalSTA, FRA, and local communities along the proposed passenger rail corridor.

The studies to be completed as part of the Part A scope of work will focus on Build Alternative Option 1 (Coachella Terminus) from the Tier 1 EIS/EIR which includes station catchment areas with a radius of 15 miles where future station facilities could be constructed along the rail corridor, between Colton and Coachella (see Figure ES-2 in the Tier 1 EIS/EIR, at the following link:[https://www.rctc.org/wp-content/uploads/2022/06/CV-Rail\\_FEIS-EIR-06-02-2022-Appendix-A-DEIS\\_EIR.pdf](https://www.rctc.org/wp-content/uploads/2022/06/CV-Rail_FEIS-EIR-06-02-2022-Appendix-A-DEIS_EIR.pdf)). Up to five station locations are planned within these station catchment areas, to attract and serve the largest possible ridership. In addition, the Tier I EIS/EIR proposes a servicing/layover facility at the eastern end of the corridor, where intercity rail equipment can be stored overnight, cleaned, serviced, inspected, and recrewed between revenue trips. The station feasibility study to be completed as part of the Part A scope of work will identify feasible locations for intercity passenger rail stations in the Riverside and San Bernardino County station areas included in the Tier I EIS/EIR including Loma Linda/Redlands, the Pass Area, Palm Springs, Mid-Valley, Indio and Coachella (refer to Figure ES-2 in the Tier I EIS/EIR). The station feasibility study will develop proposed space requirements, station components, and other station facility elements and requirements to share with state and community officials to inform site screening and decision-making; this will include development of the Station Design Criteria. The station feasibility study will incorporate applicable state requirements and selection criteria developed by Caltrans for intercity passenger rail stations and layover facilities on state-supported intercity passenger rail corridors. RCTC also will work with local communities and stakeholders along the route to determine feasible locations for stations, using regional and local development plans and transportation plans, public meetings and involvement, and GIS analysis of potential sites.

It should be noted that some of the cities within the project area are currently in the process of or have already performed Station Planning and these include:

- City of Indio
- City of Palm Desert
- City of Coachella
- Morongo Band of Mission Indians

It is not assumed that the station locations identified in these documents are the final locations. These recommendations will be included in this Part A assessment, and the locations shall be assessed and

ranked as part of Part A. The functionality of the current station location in the Palm Springs area needs to be assessed in the overall function of the Coachella Valley Rail Project, and the assessment will include a recommendation on whether the Palm Springs Station should remain at its current location.

The station feasibility study will go through community outreach and city coordination to determine potential locations for future stations in Riverside and San Bernardino Counties. The studies will also determine the appropriate terminal location for the maintenance facility in the City of Coachella. It is anticipated that multiple meetings will be required as part of this effort. In addition, meetings will need to be held with Morongo Band of Mission Indians and Agua Caliente Band of Cahuilla Indians as both tribes have shown interest in hosting stations on their tribal lands adjacent to the Union Pacific railroad. These communications with the local tribes shall be completed in compliance with AB 52 and CEQA requirements; they shall not constitute the start of Section 106 Native American consultation.

During discussions and public outreach efforts on station determination, the selected consultant will provide, with RCTC assistance, conceptual costs to maintain and operate the stations in the various locations. This will be used in the discussions with the Cities / Stakeholders interested in hosting a station to verify the budget capacity exists to support the station in the long term. The consultant will assist RCTC in coordinating conceptual station features with stakeholders such as Sunline Transit Agency and the host jurisdictions

Other pre-NEPA activities at the potential station locations and along the rail line corridor within the Part A scope of work include:

- Identification of potential drainage or flooding impact to the stations, rail corridor, or the surrounding environment.
- Identification of environmental conditions that would impact stations or intercity rail operation, such as blown sand.
- Identification of utility connections and utility services.
- Identification of preliminary Right-of-Way ownership identification for potential acquisitions.
- Concept station layouts.
- Preliminary traffic analysis for potential impacts at station locations and crossings.
- Analysis of station access by non-auto modes such as active transportation and transit services
- Station design concepts that incorporate multimodal access and connectivity
- Maximizing connectivity to existing transit services and planned future services not yet operating at the station locations
- Early stakeholder and agency consultation to identify regulatory requirements.
- Constraints analysis of physical and environmental limitations affecting the corridor.
- Environmental justice and social impact scoping for disadvantaged communities.
- Preliminary cultural resources survey to identify historic or cultural sites.
- Climate resilience and adaptation study to assess vulnerability to climate impacts.
- Initial public outreach and communication planning for community engagement.
- Development and screening of station location alternatives to minimize environmental impacts.
- Baseline environmental data collection on potential impact areas under CEQA and NEPA, as identified below.

The environmental and preliminary engineering of the selected locations should be able to address phasing plans if certain stations are needed immediately or in the future based on available funding, considering logical termini and independent utility requirements. This effort could also help identify the necessary improvements at the existing Palm Springs Station, which currently experiences regular closures due to windblown sand. Additionally, the Part A scope of work entails activities to support the development of a subsequent CEQA environmental document for the Coachella Valley Rail Project. This work will include technical studies, conceptual engineering, and public engagement to assess potential environmental impacts and inform project decisions in Part B.

Studies and analyses conducted during this phase will be for “CEQA” work, ensuring that they align with state environmental requirements. No National Environmental Policy Act (NEPA) activities will be undertaken in this phase. NEPA work will commence in Part B following the completion of the Tier 1 Record of Decision (ROD) items and the Service Development Plan (SDP) update. RCTC will initiate the full NEPA environmental process upon receiving approval from the FRA to proceed. Studies to be completed in this phase shall relate to the Eastern Section of the corridor and include the following:

## **Task A1 - Station Location Assessment**

Identify and analyze potential station locations, particularly assessing feasibility along the Eastern Section of the proposed rail corridor. The scope of this effort shall include:

- i. Evaluation of the six station areas identified in the tier 1 EIS/EIR and the Service Development Plan (SDP) located within the Eastern Section of the corridor
- ii. Consideration of Multiple alternative locations/configurations for each of the six station areas, as may be necessary to support future NEPA requirements.
- iii. Inclusion of the proposed layover facility in the eastern section of the corridor must be included in the analysis to have compatibility with the service and environmental compliance.

### **Task A1.1 - Establish Goals, Objectives, and Evaluation Criteria**

The Consultant will develop draft corridor-wide goals, objectives, and evaluation criteria for site selection, including the relative weighting of each criterion, and present them to each station area technical advisory committee (TAC). Layover facility site evaluation criteria will be included in engagement with the Coachella area TAC. Based on feedback from the TACs, the Consultant will refine the corridor-wide goals, objectives, and evaluation criteria and present them to the PDT for concurrence.

#### **Deliverables**

- Draft and Final Corridor-Wide Goals, Objectives and Evaluation Memo

### **Task A1.2 - Identify Location Options**

The Consultant will develop minimum site standards for each station and the layover facility and present them to the PDT for concurrence.

The Consultant will identify potential sites meeting minimum standards within each of the six station zones (Loma Linda/Redlands, Pass Area, Palm Springs, Mid-Valley, Indio, and Coachella) and feasible layover facility locations near the end of the line in Coachella. For each site, “test fit” layouts will be developed to demonstrate that the minimum standards can be met. The Consultant will present location options to RCTC and the respective TAC and recommend up to 5 sites for the Pass Area and up to 3 sites for each of the remaining stations and the layover facility. The site options for all zones will be documented in a Site Options Memo, and site option locations will be provided in KMZ format to be shared with the SDP Team.

### **Deliverables**

- Draft and Final Site Options Memo
- Site Option KMZ files for provision to SDP Team

### **Task A1.3 - Station Location Evaluation**

The Consultant will refine the test fit layouts developed in Task A1.2 for each site carried forward into conceptual designs to compare differences in the evaluation criteria identified in Task A1.1. The Consultant will assess the comparative advantages and disadvantages of sites within each station area on each evaluation criterion. While ridership potential and capital costs are assumed to be evaluation criteria, detailed ridership forecasting and cost estimation will not be performed; differences in sites that influence these outcomes will be considered comparatively in terms of orders of magnitude.

Station site evaluation is assumed to include:

- Site feasibility (ability to accommodate minimum and above-minimum standards)
- Operational constraints
- Capital and maintenance costs (comparative)
- Community characteristics (demographics, land uses)
- Development potential
- Ridership potential (comparative)
- Multimodal connectivity and accessibility
- Environmental constraints and impacts (planning level)
- Stakeholder and public input

Layover site evaluation is assumed to include site feasibility, operational constraints, capital and maintenance costs, community characteristics, environmental constraints and impacts, and stakeholder and public input.

The Consultant will conduct an evaluation workshop with each station area TAC to present the findings of the comparative analysis and collaboratively score each site on each evaluation criterion. The Consultant will document the findings and recommendations of the analysis in a Site Evaluation Memo for each station area and the layover facility.

### **Deliverables**

- Draft and Final Site Evaluation Memos for each station area (6) and the layover facility

- Up to 5 conceptual station plans for the Pass Area and up to 3 conceptual station plans for the remaining areas (20 total)
- Up to 3 conceptual plans for the layover facility

### **Task A1.4 - Station Location Recommendations**

Based on the relative weighting of the evaluation criteria and scoring by each station area TAC, the consultant will develop overall scores for each station and layover facility site option and recommend preferred locations for each station zone to the PDT. The consultant will document recommendations for station areas and summarize the site selection process in a Station Location Report for the whole corridor.

#### **Deliverables**

- Draft and Final Station Location Report

## **Task A2 - Environmental**

As part of Phase A, the consultant will conduct preliminary environmental and cultural studies of the eastern section of the proposed rail corridor from the City of Colton on the west to the City of Coachella in the east. (as identified in the Tier 1 FEIS/EIR, which can be found at [https://www.rctc.org/wp-content/uploads/2022/06/CV-Rail\\_FEIS-EIR-ROD-06-02-2022.pdf](https://www.rctc.org/wp-content/uploads/2022/06/CV-Rail_FEIS-EIR-ROD-06-02-2022.pdf)) (the “Eastern Section”) for the purpose of using these studies for the completion of the subsequent CEQA environmental document in Part B.

### **Task A2.1 - Project Definition**

The Project Definition will build on the Tier 1 Coachella Valley Rail Corridor Service Program by refining the Project description, goals, objectives, and Purpose and Need to reflect current Project priorities. The Consultant will integrate updates from coordination with Project stakeholders including Caltrans, RCTC, and Federal Railroad Administration. The refined definition will clarify how the Project advances connectivity, enhances regional access, and supports sustainable mobility options for communities from Los Angeles to Coachella. As part of this task, the Consultant will further refine the proposed three eastern corridor segments including:

- *Colton to Beaumont Segment.* Addressing community, bridge, and grade separation issues while improving safety and connectivity in the western portion of the Project corridor.
- *Banning to Palm Springs Segment.* Refining alignment through sensitive habitat, wildlife linkages, coordination with BLM and Tribal partners, and addressing environmental and engineering challenges associated with the San Gorgonio Pass and Whitewater River crossing.
- *Palm Springs to Coachella Segment.* Advancing coordination with the airport, addressing floodway and roadway crossings, refining potential station locations, and supporting access to Indio and Coachella communities.



Environmental and engineering teams will collaborate to confirm segment boundaries, evaluate potential alignments, and develop a consistent basis for environmental review and preliminary design. Project definition will include details on the proposed third/fourth track along the entire Eastern Section of the program corridor, spanning approximately 76 miles from Colton to Coachella. This will include evaluating connecting tracks between rail subdivisions and passing siding tracks. Project definition will also include details associated with potential pedestrian overcrossings at the existing Palm Spring station and the 5 new potential proposed stations, totaling six stations.

This task includes coordination with BNSF and UP, local jurisdictions, and resource agencies to confirm project scope reflects current operational, engineering, and environmental conditions.

### **Task A2.2 - Noise**

The Consultant will prepare a screening-level noise analysis and report the results, following guidance in the FTA *Transit Noise and Vibration Impact Assessment Manual* (FTA Manual). The analysis will focus on noise-sensitive uses along the Project corridor, which include residential, lodging, schools, and parks. The analysis will include sensitive areas such as Environmental Justice (EJ) neighborhoods.

The Project proposes adding a new track, which will alter the distances between trains and adjacent receptors along the entire Project alignment. However, critical information necessary to perform detailed analyses will not be available during Part A. Such information includes track alignment plans, the distribution of trains between the multiple tracks, grade separation plans, construction phasing plans, and the specific locations of the proposed future stations. Due to the modest increase in trains proposed by the project, moderate or severe noise impacts are not expected along much of the alignment. Therefore, a screening assessment will be conducted to identify potentially impacted receptors for detailed analysis in Part B. Because the project proposes changes to an existing transit system, potential impacts will be assessed based on the increase in cumulative noise levels allowed by the impact criteria, as outlined in the FTA Manual.

The overall approach will be to characterize the existing noise environment (using a combination of baseline field noise measurements and modeling of existing conditions), use noise modeling to predict future noise levels that will be generated with the project, and identify potential impacts by comparing the cumulative noise increases to the FTA noise impact criteria. FTA noise impact criteria used for the NEPA assessment will also inform the thresholds of impact under CEQA. Local noise standards, such as those in relevant City and County municipal codes and General Plans, will also be considered in the CEQA assessment. Construction noise will be analyzed using methods described in the FTA Manual and supplemented using tools such as the FHWA's Roadway Construction Noise Model (RCNM). Because the exact locations of the future stations are unknown, a screening-level analysis will be conducted for station construction and operational noise. The results of this analysis will be screening (buffer) distances at which noise impacts would be likely to occur; the Project Delivery Team could subsequently use these distances to inform the Station Location Evaluation.

### **Scope of Work**

Using available resources, relevant published guidance, project information, and engineering data to be provided by the Project Delivery Team, the Consultant proposes to perform the following scope of work.

Wherever it is appropriate and efficient to do so, these tasks will be combined with the corresponding tasks required for the vibration analysis (described under Task A2.3, below).

- Review available Project plans and information to obtain data relevant to the Project noise analysis.
- Prepare data needs requests, as needed, for specific data or information required to facilitate the noise analysis. Where specific data is unavailable, the Consultant will coordinate with the Project Delivery Team to develop reasonable worst-case assumptions for a conservative screening analysis. Key assumptions, if any, will be provided to the Project Delivery Team for approval before they are used.
- Identify and categorize noise-sensitive land uses along the Project corridor using GIS land-use data provided by the Project Delivery Team and publicly available mapping and aerial photography. Land-use information will be supplemented and confirmed as necessary during noise measurement fieldwork.
- Conduct field noise measurements to establish baseline noise levels at representative land uses throughout the Project corridor. This will consist of up to 40 long-term (24-hour) and 5 short-term (1-hour) noise measurements. The ability to obtain long-term measurements will depend on the accessibility of safe, secure locations where unattended noise monitoring equipment can be left.
- The details and logistics of noise fieldwork will be discussed with the Project Delivery Team to determine what, if any, railroad safety training is required and verify that staff are appropriately trained before starting covered fieldwork activities.
- Conduct a screening-level analysis of noise levels and impacts at sensitive receptors due to the anticipated construction activities and train operations along the rail corridor. Using reasonable conservative assumptions, the purpose of this analysis will be to:
  - Eliminate receptors from further analysis under Part B, where the screening analysis shows there would be no moderate or severe noise impacts.
  - Identify receptors requiring detailed analysis under Part B, that would potentially experience moderate or severe noise impacts.
- Conduct a screening-level analysis of noise levels from future station construction and operations to inform the Station Location Evaluation.
- Where potential impacts are identified, briefly describe potential noise mitigation measures. Mitigation measures described during Part A analysis will be conceptual in nature, because relevant details, such as future track designs, will not be available until Part B of the scope of work.
- Prepare a noise and vibration technical report detailing methodologies, findings, and recommended mitigation measures. This technical report will also present the findings of the vibration analysis scope of work described separately under Task A2.3, below.
- Share existing and future noise levels with other subject matter experts as needed to support their analyses (e.g., project biologists). Interpretation, assessment, and mitigation measures related to these topics will be the responsibility of the subject matter experts who complete these analyses.

## **Assumptions**

## RCTC - CV Rail PE and Environmental - Scope of Work

- The Noise and Vibration tasks of Task A2.2 and A2.3 will be completed concurrently, such that complementary activities can be combined for efficiency. Deliverables will be combined for the two Tasks (i.e., separate noise and vibration technical reports will not be provided).
- Up to 40 long-term (24-hour) noise measurements.
- Up to 5 short-term (1-hour) noise measurements.
- No formal right-of-entry process will be required. Noise measurements will primarily be obtained from accessible open space or public rights-of-way.
- Fieldwork for long-term noise measurements will require two staff for coordination and safety purposes.
- Necessary safety training will be provided online and no in-person training will be required.
- Train operations will be analyzed using the FTA Manual's Screening and General Noise Assessment methods.
- The Project Delivery Team will provide the necessary operational data or facilitate obtaining this data from the relevant railroad operators. Such data includes number, type, length/consist, and times of trains; speed profiles along the alignment; and track type and conditions.
- The Project will not include Type I highway projects as defined under 23CFR772, that require review and approval of Caltrans. Detailed traffic analysis using FHWA's Traffic Noise Model (TNM) will not be required.
- No hydroacoustic (underwater noise) analysis will be prepared.
- A screening-level noise analysis will be conducted to support the site selection of new stations to be analyzed under Part B of the scope of work.
- Only one Project Build alternative will be analyzed.
- Mitigation measures developed during the Part A analysis will be conceptual in nature, because relevant details, such as future track designs, will not be available until Part B of the scope of work.
- The Consultant noise analyst will attend up to 24 hours of virtual Project meetings. No in-person or public meeting attendance will be required during Part A. Public meeting attendance is assumed under Part B. Any additional meetings beyond this amount would be charged on a time and materials basis, in addition to the approved project fee.
- Deliverables will be provided in electronic format.
- Up to two rounds of RCTC review. All comments from each round of review will be collected from all reviewers and delivered to ICF as a single package.
- The Project Development Team will provide details regarding any proposed nighttime construction work.
- Aerial photographs at a scale suitable for preparation of project mapping, figures, and analyses will be provided by the Project Development Team (1 inch=200 feet scale minimum, with a minimum of 500 feet shown around any areas of improvement). Pixel size shall be no more than 2.5 square feet and image shall be orthorectified.
- 3D CAD or MicroStation files shall be provided in a known coordinate system or projection with attributes provided on discrete layers.
- Information provided to Noise Consultant shall be at a level of detail sufficient for preparing the technical study and include whatever is needed to conduct the scope of work and analyses described above.

- No additional deliverables, beyond those specifically described below, will be prepared. Examples of excluded deliverables include Work Plans, Methodology Memoranda, and interim reports.
- Any additional tasks or analyses beyond those specifically described in the scope of work and assumptions will be subject to additional costs on a time-and-materials basis.
- Other direct costs (ODCs) reflected in the cost estimate are based on our best estimates at the time that this scope of work and associated cost were prepared; however, if ODCs actually needed for the project exceed this amount, then a separate amendment will be needed to address these additional costs.

### **Deliverables**

- Draft and final Noise and Vibration Technical Report (word and PDF files).
- Supporting tables, figures, and maps (included in the body of the technical report or as appendices).
- These are the same deliverables described under Task A2.3 – Vibration (i.e., the noise and vibration analyses will be delivered in a single report).

### **Task A2.3 - Vibration**

The Consultant will prepare a screening-level vibration analysis and report the results, following guidance in the FTA *Transit Noise and Vibration Impact Assessment Manual* (FTA Manual). As described above for the noise analysis, the vibration analysis will consider the entire Project alignment and will focus on vibration-sensitive uses along the Project corridor, which include residential, lodging, and schools. The analysis will include sensitive areas such as EJ neighborhoods.

The Project proposes adding a new track, which will alter the distances between trains and adjacent receptors along the entire Project alignment. However, as described above for the noise analysis, critical information necessary to perform detailed analyses will not be available during Part A. Due to the modest change in track alignment proposed by the project, operational vibration impacts are not expected along much of the alignment. Therefore, a screening assessment will be conducted to identify potentially impacted receptors for detailed analysis in Part B. Because the project proposes changes to an existing transit system, potential impacts will be assessed considering existing vibration conditions, as outlined in the FTA Manual.

The overall approach will be to model Project-generated vibration levels and compare them to existing vibration levels and the FTA impact criteria. The existing vibration environment will be documented with field vibration measurements to capture both background vibration levels and the vibration levels generated by train pass-bys on the existing tracks. FTA vibration impact criteria used for the NEPA assessment will also inform thresholds of impact under CEQA. Local vibration regulations, such as those in relevant City and County municipal codes and General Plans, will also be considered in the CEQA assessment; however, it is noted that many municipalities do not provide standards intended for vibration from railroad projects. Construction vibration will be analyzed using methods described in the FTA Manual. Because the exact locations of the future stations are unknown, a screening-level analysis will be conducted for station construction and operational vibration. The results of this analysis will be

screening (buffer) distances at which vibration impacts would be likely to occur; the Project Delivery Team could subsequently use these distances to inform the Station Location Evaluation.

### **Scope of Work**

Using available resources, relevant published guidance, and project information, and engineering data to be provided by the Project Delivery Team, the Consultant proposes to perform the following scope of work. Wherever it is appropriate and efficient to do so, these tasks will be combined with the corresponding tasks required for the noise analysis (described under Task A2.2, above).

- Review available project plans and information to obtain data relevant to the Project vibration analysis.
- Prepare data needs requests, as needed, for specific data or information required to facilitate the vibration analysis. Where specific data is unavailable, the Consultant will coordinate with the Project Delivery Team to develop reasonable worst-case assumptions for a conservative screening analysis. Key assumptions, if any, will be provided to the Project Delivery Team for approval before they are used.
- Identify and categorize vibration-sensitive land uses, buildings, and infrastructure along the project corridor using GIS land-use data provided by the Project Delivery Team and publicly available mapping and aerial photography. Land use information will be supplemented and confirmed, as necessary, during noise measurement fieldwork.
- Conduct field vibration measurements to establish baseline vibration levels and existing train pass-by vibration levels at representative land uses throughout the Project corridor. This will consist of up to 10 ground-borne vibration measurements. Each measurement will include baseline ambient vibration levels and at least one train pass-by on the existing railroad tracks.
- The details and logistics of vibration fieldwork will be discussed with the Project Delivery Team to determine what, if any, railroad safety training is required and verify that staff are properly trained before starting covered fieldwork activities.
- Conduct a screening-level analysis of vibration levels and potential impacts at sensitive receptors due to the anticipated construction activities and train operations along the rail corridor. Using reasonable conservative assumptions, the purpose of this analysis will be to:
  - Eliminate receptors from further analysis under Part B, where the screening analysis shows there would be no vibration impacts.
  - Identify receptors requiring detailed analysis under Part B, that would potentially experience vibration impacts.
- Conduct a screening-level analysis of vibration levels from future station construction and operations to inform the Station Location Evaluation.
- Where potential impacts are identified, briefly describe potential vibration mitigation measures. Mitigation measures described during Part A analysis will be conceptual in nature because relevant details, such as future track designs, will not be available until Part B of the scope of work.
- Prepare a noise and vibration technical report detailing methodologies, findings, and recommended mitigation measures. This technical report will also present the findings of the noise analysis scope of work described separately under Task A2.2.

## **Assumptions**

- The Noise and Vibration tasks of Task A2.2 and Task A2.3 will be completed concurrently, such that complementary activities can be combined for efficiency (i.e., separate noise and vibration technical reports will not be provided). Deliverables will be combined for the two tasks.
- Up to 10 vibration measurements, including ambient background vibration and existing train pass-bys.
- Fieldwork will require two staff for coordination and safety purposes.
- No formal right-of-entry process will be required. Vibration measurements will primarily be obtained from accessible open space or public rights-of-way.
- Train operations will be analyzed using the FTA Manual's Screening and General Vibration Assessment methods.
- The Project Delivery Team will provide the necessary operational data or facilitate obtaining this data from the relevant railroad operators. Such data includes number, type, length/consist, and times of trains; speed profiles along the alignment; and track type and conditions.
- A screening-level vibration analysis will be conducted to support the site selection of new stations to be analyzed under Part B of the scope of work.
- Only one Project Build alternative will be analyzed.
- Mitigation measures developed during Part A analysis will be conceptual in nature because relevant details, such as future track designs, will not be available until Part B of the scope of work.
- No additional meetings will be required beyond those already identified under the noise analysis scope of Task A2.2.
- Deliverables will be provided in electronic format.
- Up to two rounds of RCTC review. All comments from each round of review will be collected from all reviewers and delivered to ICF as a single package.
- The Project Development Team will provide details regarding any proposed nighttime construction work.
- Aerial photographs at a scale suitable for preparation of project mapping, figures, and analyses will be provided by the Project Development Team (1 inch=200 feet scale minimum, with a minimum of 500 feet shown around any areas of improvement). Pixel size shall be no more than 2.5 square feet and image shall be orthorectified.
- 3D CAD or MicroStation files shall be provided in a known coordinate system or projection with attributes provided on discrete layers.
- Information provided to Noise Consultant shall be at a level of detail sufficient for preparing the technical study and include whatever is needed to conduct the scope of work and analyses described above.
- Any additional tasks or analyses beyond those specifically described in the scope of work and assumptions will be subject to additional costs on a time-and-materials basis.
- No additional deliverables, beyond those specifically described below, will be prepared. Examples of excluded deliverables include Work Plans, Methodology Memoranda, and interim reports.
- Other direct costs (ODCs) reflected in the cost estimate are based on our best estimates at the time that this scope of work and associated cost was prepared; however, if ODCs actually

needed for the project exceed this amount, then a separate amendment will be needed to address these additional costs.

### **Deliverables**

- Draft and final Noise and Vibration Technical Report (word and .PDF files).
- Supporting tables, figures, and maps (included in the body of the technical report or as appendices).
- These are the same deliverables described under Task 2.2 – Noise (i.e., the noise and vibration analyses will be delivered in a single report).

### **Task A2.4 - Air Quality**

The Consultant will build off the Tier 1 environmental document and consider comments provided on that Tier 1 environmental document regarding air quality. It is assumed that a regional emissions analysis would be required. The localized emissions analysis will first be screened using South Coast Air Quality Management District (SCAQMD) localized significance thresholds, but it is assumed that both a construction and operational health risk assessment (HRA) may be needed for up to five stations.

### **Scope of Work**

Consistent with Mitigation Strategy AQ-1 from the Coachella Valley-San Geronio Pass Rail Corridor Service Program – Combined Final Tier 1/Program EIS/EIR, a Tier 2/project-level air quality analysis will include both construction and operational air quality impacts from specific rail infrastructure and/or station facilities. The Project alignment is near the San Bernardino & Muscoy designated Assembly Bill (AB) 617 community and within the Eastern Coachella Valley AB617 community in the Eastern section of the corridor. The analysis will consider the air quality priorities and mitigation measures in each relevant Community Emission Reductions Plan (CERP). Across the entire alignment, the Project would be required to adhere to SCAQMD rules and regulations including Rule 403 for fugitive dust and Rule 402 to address nuisances. Air quality best management practices associated with construction and operation activities will be discussed with the Project Delivery Team and will include setting truck routes to avoid sensitive receptors to the extent possible and limiting idling.

Sources of air pollutant emissions during construction may include heavy duty construction equipment, fugitive dust from soil disturbance, stationary sources, and worker, vendor, and haul vehicles. Operational air pollutant emission sources may include train related emissions, vehicular traffic, and building related emissions. Emissions will be quantified and compared to relevant SCAQMD thresholds. If required, additional mitigation measures will be proposed to reduce emissions below the level of significance and mitigated emissions will be presented. Standard best management practices and adherence to local, state, and federal rules and regulations are assumed. As the Project would encourage passenger rail travel over driving, it is anticipated to have regional air quality benefits. However, there may be localized air quality impact. Impacts to nearby sensitive receptors will be assessed initially using SCAQMD localized thresholds for both construction and operation.

If emissions exceed the localized significance thresholds, a health risk assessment will be completed. Both cancer and chronic non-cancer risks will be assessed in accordance with the Office of Environmental

Health Hazard Assessment (OEHHA's) 2015 Air Toxics Hot Spots Program Risk Assessment Guidelines and SCAQMD's 2003 Health Risk Assessment Guidance. The HRA will consider sensitive receptors within a buffer of 1,500 feet from either side of the railroad centerline. An HRA may be conducted for up to 5 station locations depending on the number of nearby sensitive receptors and level of construction and operational activity at each station. Train idling and movements (number and frequency) will be considered for the existing, opening year, and horizon year. In the case of a construction HRA, only on-site emissions will be considered in the dispersion modeling.

The scope does not include further analysis for general conformity for the entirety of the rail alignment as it was found to be below de minimis levels in the Program EIS/EIR. As part of Mitigation Strategy AQ-1, a project-level conformity determination will be required specific to individual station locations as part of the hot-spot analysis. The Consultant will facilitate interagency consultation to determine whether the Project is a Project of Air Quality Concern. Findings will be included as part of the Air Quality Technical Report.

### **Assumptions**

- Both a construction and operational health risk assessment would be needed for up to five stations.
- It is assumed that there will be only one construction scenario for analysis. For operations, it is assumed there will be existing, No-Build, and Build scenarios for up to three analysis years.
- Up to two rounds of RCTC review.

### **Deliverables**

- Draft and final Air Quality Technical Report (word and .PDF files)
- Draft and final Health Risk Assessments (word and .PDF files)

## **Task A2.5 - Tribal Consultation – AB52**

The Project team will support RCTC with Native American consultation pursuant to Assembly Bill (AB) 52 and prepare documentation of the consultation activities for inclusion in the CEQA environmental document. Based on previous Tribal consultation for the Coachella Valley-San Gorgonio Pass Rail Corridor Service Program – Combined Final Tier 1/Program EIS/EIR, sites of religious and cultural significance to Native American Tribes are known to be present in the vicinity of the Project corridor, but their precise location is not known.

### **Scope of Work**

The Project team will contact the California Native American Heritage Commission (NAHC) on behalf of RCTC to request a search of the Sacred Lands File and a list of Native American Tribes that may have information regarding locations of religious and cultural significance along the Project corridor. The Project team will draft letters for RCTC to notify Native American Tribes of the opportunity to consult pursuant to AB 52. Consultation support scope also includes hard copy mailings, follow-up to solicit responses, correspondence tracking, drafting responses to Tribal comments, and participation in consultation meetings and site visits with Native American Tribes to document potential concerns about specific locations.



### **Assumptions**

- The Project team will coordinate transmittal of initial notification letters (hard copy, email) and conduct follow-up (emails and phone calls) with up to 35 Native American Tribes.
- Includes participation by 1 staff member in up to 10 virtual consultation meetings (up to 1 hour each) and up to 2 in-person consultation meetings (up to 2 hours each) at field locations along the Project corridor. The Project team will prepare meeting minutes for review by RCTC.
- Excludes preparation of an ethnographic technical study or Tribal Cultural Resource technical study.
- Up to two rounds of RCTC review.

### **Deliverables**

- Draft and Final AB 52 consultation letters (word and .PDF files)
- Draft and Final AB 52 consultation records, including consultation log, meeting minutes, and copies of correspondence.

## **Task A2.6 - Compliance with Western Riverside County Multi-Species Habitat Conservation Plan (WRMESHCP) and Coachella Valley Multi-Species Habitat Conservation Plan (CVMSHCP)**

The Coachella Valley-San Geronio Pass Rail Corridor Service Program – Combined Final Tier 1/Program EIS/EIR identified key biological constraints, such as aquatic resources, sensitive species, and habitats, and outlined a phased strategy for efficient data collection and analysis. New elements proposed within the Project corridor like sidings, stations, and grade separations may affect biological resources both within and beyond the right-of-way.

The approach begins with a preliminary screening to identify areas with no biological impact (Tier 1/Program EIS/EIR Strategy BIO-1), allowing the Consultant to focus on locations requiring detailed field assessments (Tier 1/Program EIS/EIR Strategy BIO-2). Early identification of protocol-level survey needs will help meet seasonal requirements and avoid delays. Key concerns include aquatic habitats in the Santa Ana River, San Timoteo Creek, and Whitewater River, and species such as the Southwestern willow flycatcher, Santa Ana sucker, burrowing owl, and desert tortoise. Regulatory considerations include that some portions of the corridor are within the WRMESHCP and CVMSHCP, while others are not.

For impacts to jurisdictional aquatic resources that will require regulatory permitting, the Consultant proposes identifying strategies early on to reduce the regulatory permitting timelines with the resource agencies. This may include identifying and addressing program components, such as bridges, that will require complex permitting efforts and preparing stand-alone permit applications, which could allow other program components to move forward in the permitting process. RCTC's WRMESHCP signatory status already provides Endangered Species Act Section 7 "take" coverage for covered species, provided studies and measures are incorporated.

While RCTC is not in the CVMSHCP, the Consultant recommends early exploration of this option by RCTC as it would also provide "take" coverage and be an efficient approach. Without CVMSHCP participation, the Project would likely require obtaining multiple Biological Opinions and Incidental Take Permits, leading to substantial additional analysis and extended permit processing.

### **Scope of Work**

The MSHCP compliance assessment and reporting process tracks project compliance with conservation mandates designed to protect covered species and habitats.

For areas of the Project that fall within or adjacent to an MSHCP boundary, the specific Criteria Areas affect the complexity of the biological surveys required. Analysis will include Covered Species Databases to assess protected Narrow Endemic Species, and a calculation performed to estimate the Project's effect to overall habitat loss and avoid exceeding limits.

The Biological Resources Technical Report will be reviewed to verify habitat conditions and vegetation communities mapped in the field which are defined as Covered Habitats. If potential presence of sensitive species have been identified, protocol-level surveys/focused seasonal surveys will be required, such as for state and federally protected Burrowing Owl, or for Narrow Endemic Plant Species. These habitats and species locations will then be quantified if proposed to be disturbed by the Project.

The Project impacts will then be compared against the MSHCP requirements and a detailed list of avoidance and mitigation measures will be prepared to avoid as many impacts as feasible. For unavoidable impacts, the MSHCP Development Mitigation Fee or dedication of land for conservation will support the no net loss to MSHCP values.

Following the above analysis a Determination of Biologically Equivalent or Superior Preservation (DBESP) will be prepared to convey results and mitigation measures, as well as anticipated mitigation obligations, all to be consistent with the MSHCP. The report will then be submitted to RCTC and the Regional Conservation Authority for formal review and approval.

### **Assumptions**

- Biological Resources tasks will include the eastern portion of the rail alignment (Colton to Coachella) for a total of 76 miles.
- The 2 biological resources assessments/MSHCP Consistency analyses do not include the completion of focused species surveys, or arborist evaluations, but may incorporate the results of delineations conducted as described in Task A2.8.2.
- Reports will include up to two rounds of review/revisions based on 2 sets of consolidated comments from RCTC. If additional rounds of comments and/or additional coordination with the Project team are required, a budget augment will be necessary to perform the additional work.
- If Project plans and/or the project description changes after the impact analysis has been conducted, and/or additional coordination with the Project team is required, a budget augment will be necessary to perform the additional work.

- Portions of the proposed rail corridor have been divided into separate biological reports to align with the two habitat conservation plans within Riverside County (i.e. WRCMSHCP and CVMSHCP), and the portions of the alignment that lie out of the Conservation Plans (San Bernardino County and tribal lands – see Task A2.8.2) to improve cost efficiency and streamline the environmental process.

### **Deliverables**

- Draft and Final Coachella Valley MSHCP Compliance Assessment and DBESP (word and .PDF files)
- Draft and Final Draft Western Riverside MSHCP Compliance Assessment DBESP (word and .PDF files)

## **Task A2.7 - Hazardous Waste Identification**

The Consultant will prepare a Corridor Phase I ESA for the 76-mile eastern Project segment. The Phase I will be for a determination of environmental risk to design and to inform site selection. This includes review of historical land use records, environmental databases, and aerial imagery to identify potential contamination sources such as industrial sites, gas stations, and landfills. Because of the size of the corridor being investigated, the Phase I ESA will follow the methodology of an ASTM 1527-21 ESA but would not fully conform to the All-Appropriate Inquiry standard.

This approach will document recognized environmental conditions (RECs) and assign them a relative risk ranking – high, moderate, or low – as an indication of their likelihood of posing an environmental risk to the proposed Project design. As the design advances beyond 60% and station sites are chosen, the Consultant can recommend further characterization and assessment of high-risk areas through a Phase II ESA.

### **Scope of Work**

The Phase I will use the ASTM E1527-21 Standard Practice for Phase I Environmental Site Assessments methodology and will conform to most of the investigative elements in the Standard. The Consultant will review Federal, state, and local ASTM-conforming environmental databases, historical documentation, and readily available regulatory agency documents to identify areas where environmental condition will warrant a higher risk level and may require further characterization, assessment, or management. The Consultant will conduct a field reconnaissance from public rights-of-way and other publicly accessible areas. However, no entry to private facilities will be made without an access agreement. The Consultant will prepare a Corridor Phase I ESA Report describing the findings of the research and identifying parcels that may pose a greater environmental risk Project during design and construction.

Conducting a Phase II is currently not recommended in Part A. After the rail alignment is more certain and the station sites have been chosen, the field sampling and analysis program can be more targeted to properties and locations that are likely to pose the greatest risk to the Project during design and construction.

### **Assumptions**

- The Phase I ESA will be a limited, corridor-level report that does not fully conform to the ASTM 1527-21 Standard. ASTM-required elements such as property owner interviews and onsite reconnaissance of private properties are not included. As a result, Phase I ESAs required for property acquisitions and landowner liability protections should be conducted separately and on a site-specific basis.
- Site reconnaissance will be conducted from public rights-of-way.
- Submittals for Caltrans requirements, such as Initial Site Assessments or Preliminary Site Investigations, are not included.
- The Phase I ESA is considered a “snapshot-in-time” document. The findings may be valid for several years, but the report cannot be updated without significant rework if a period of more than 6 months has passed since the original report date.
- Phase 2 site investigation is not required during this phase of the project, is not included, and will be completed during final design if needed.
- Up to two rounds of RCTC review.

### **Deliverables**

- Draft and Final Corridor Phase I Environmental Site Assessment Report (word and .PDF files)

## **Task A2.8 - Other Technical Studies**

### **A2.8.1 - GHG / Climate Change / Energy**

The Consultant will prepare a Greenhouse Gas Emissions and Climate Change Report that will consider the regional and global climate benefits from implementation of the Project. The Consultant will prepare an Energy Report to evaluate construction and operational energy consumption relative to resource availability and energy efficiency standards. The Consultant will develop a Climate Resilience and Adaptation Study to assess the climate vulnerability of the Project alignment and potential station areas. The Consultant will consider precipitation (annual and high intensity events), drought, wildfire, temperature, and wind in the analysis.

### **Scope of Work**

*Greenhouse Gase Emissions.* GHG emissions calculations will be consistent with the input data used for air pollutant emissions. Sources of GHG during will include construction equipment, vehicles, and other stationary sources like generators that may support construction. Operational sources of GHG include electricity use, buildings (e.g., supporting layover facility, station support buildings), vehicles and trains. As GHG is analyzed on a global scale, the anticipated modal shift from vehicles to passenger rail will likely reduce future GHG emissions and be beneficial to climate change. While there is no bright line threshold for GHG emissions, the Consultant will review GHG reduction targets and mitigation strategies from applicable plans to see if the Project's implementation is consistent with these targets and strategies.

*Energy.* Energy usage from diesel, gasoline, natural gas, and electricity will be quantified based on the same inputs used for air quality and GHG calculations. The Consultant will evaluate the Project's energy use to see if construction or operation would result in wasteful, inefficient, or unnecessary consumption of energy and for consistency with California's Energy Efficiency Standards and other energy-related rules and regulations.

*Climate Resilience & Adaptation.* Using available resources, including the guidance offered in the "Planning and Investing for a Resilient California: A Guidebook for State Agencies," California's Fourth Climate Change Assessment, incorporating California's Fifth Climate Change Assessment upon completion integrating climate change projections and relevant data through the Cal-Adapt Analytics Engine (AE):

Finalize hazards to be considered in the study.

Select climate pathways Shared Socioeconomic Pathways (SSPs) for three future scenarios SSP2-4.5, SSP3-7.0, SSP5-8.5 in collaborations with subject matter experts included within the team.

Utilize readily available Global Climate Models (GCMs), Coupled Model Intercomparison Project Phase 6 (CMIP6) to simulate historical and future climate.

- Review data available, supplement as needed, and consult plans that are of relevance to the study area for near- and long-term changes (2030, 2050, 2100).
- Develop maps that show the most vulnerable areas along the alignment, given the hazards being considered.
- Work with the project team to utilize data collected through the assessment to inform final station location and other project locations (e.g., layover facility).
- Identify potential adaptation strategies where needed, including nature-based solutions that support adaptation but also GHG emissions reduction.
- Work with the team to consider adaptation strategies in the context of the community in which the infrastructure will be located.
- Describe whether the proposed Projects could compound the vulnerabilities to climate change.
- Document results of study.

### **Assumptions**

- There will be only one construction scenario for analysis. For operations, there will be existing, No-Build, and Build scenarios for up to three analysis years.
- Data identified in the Climate Change for Capacity Increasing Projects Annotated Outline and other resources is available for the study area.
- California's Fifth Climate Change Assessment will be incorporated upon completion in 2025
- Up to two rounds of RCTC review.

### **Deliverables**

- Draft and Final Greenhouse Gas Emissions Report (word and .PDF files)
- Draft and Final Energy Report (word and .PDF files)

- Draft and Final Climate Resilience and Adaptation Study (word and .PDF files)

## **A2.8.2 - Biological & Wetland Resources**

### **Aquatic Resources**

Major aquatic features in the Project area include the Santa Ana River, San Timoteo Creek, and Whitewater River, which all support habitat and regulated resources such as waters of the State and federal waters of the United States. In addition, dozens of other stream features cross the corridor through railroad culverts and bridges or are adjacent to the railroads. These potential aquatic resources include those regulated by USACE, the RWQCB, and CDFW.

The study area for aquatic resource mapping is recommended to include the 200-foot buffer right-of-way (ROW) plus an additional 100-foot buffer on either side, totaling 400 feet wide. In addition, the study area includes a 1,500-foot radius around eight proposed railroad passenger stations which partially and substantially overlap with the 3,600-acre study area.

Prior to field surveys, a team of trained aquatic resource delineators with experience mapping features by desktop and in the field, will draw approximate boundaries of non-wetland and potential wetland waters using current and historic aerial imagery as resources. If other topographic information such as LIDAR or HEC-RAS model data becomes available, it could be used as a reference as well to inform mapping. This approach will help prepare for field surveys, inform delineators of potential wetland areas to evaluate in the field, and plan efficient field surveys.

The desktop field delineation map will then be accessible to delineators in the field. The desktop delineated features will be ground-truthed and surveyed in the field following standard USACE mapping procedures, within the study area. Delineators will confirm, revise, and/or add aquatic resources that have an ordinary high-water mark, bed and bank, and/or meet wetland criteria.

### **Scope of Work**

*Aquatic Resources Delineation Field Survey.* The Consultant will conduct the aquatic resources delineation survey (up to 3,600 acres) to assess and map the extent of USACE, RWQCB, and CDFW jurisdictional resources. The delineation would occur in sections continuously over one week (5 days), mapping features on both sides of the track, in coordination with Railroad Worker Protection flagger. Up to 20 paired wetland determination data plots, and up to 10 rapid OHWM data sheets would be recorded. Data would be processed post-field to make necessary adjustments and to confirm that data organization occurs immediately after collection.

*Aquatic Resources Delineation Report.* The Consultant will prepare an Aquatic Resources Delineation Report (ARDR) documenting the results of the field delineation. The report will include a map of aquatic features identified on-site, field measurements, regulatory analysis and descriptions of the features, and photographs. Analysis would include assessment of connectivity to other Waters of the United States and therefore whether such features are federally jurisdictional or not; similarly non-relatively permanent waters (i.e. ephemeral features) and isolated features not connected to a Traditional Navigable Water, would be assessed as not federally jurisdictional and only state jurisdictional. The report will be suitable for submittal to the USACE, RWQCB, and the CDFW for use in acquiring regulatory permits (where applicable).

*Aquatic Resources Impacts Memo.* Because the Aquatic Resources Delineation Report will be used to inform planning and potential avoidance of regulated resources, and the Project design will progress, an impacts analysis will not be included in the ARDR, but rather in a separate Aquatic Resources Impact Memo once designs (60% or 90%) are provided. Impacts by jurisdiction and agency will be depicted on figures and the acreage and linear feet of impacts quantified. If designs change, an updated impacts assessment would need to be scoped.

### **Assumptions**

- Aquatic resources will be delineated following existing procedures by USACE and the existing Waters of the United States Conforming Rule and does not include other new procedures or assessments that may be released later.
- Application of the stream duration assessment method (SDAM) to assess stream type is not included; however, observable criteria (i.e. algae, aquatic invertebrates) will be used to inform estimated flow durations.
- California Rapid Assessment Method (CRAM) analyses are not included in this task.
- The full study area will be delineated on desktop prior to field work beginning which includes up to 80 hours.
- Ground-truthing of desktop delineated features will require 25 days (5 weeks) of ground truthing with 4 people for the delineation survey, as well as the cost for travel and hotel.
- Scope does not include virtual or in-person meetings with RCTC or resource agencies; such coordination is included in the regulatory permitting scope.
- Given USACE guidance in light of staff and program reductions, it is assumed a Delineation Concurrence would be requested of USACE (rather than a Preliminary Jurisdictional Determination (PJD) or Approved Jurisdictional Determination (AJD)).
- The Impacts Memo assumes one 60% (or 90%) initial plan drawing iteration for assessment of impacts.
- Does not include new HEC-RAS analyses specific for the purposes of supporting wetland delineation.
- Up to two rounds of RCTC review.

### **Deliverables**

- Draft and final Aquatic Resources Delineation Report (word and .PDF file)
- Draft and final Aquatic Resources Impact Memorandum (word and .PDF file)
- GIS dataset (i.e. .kmz; .shp) of draft delineated aquatic resources.

### **Biological Resources**

The Consultant recognizes RCTC is a signatory to the WRMSHCP, which affords federal Endangered Species Act (ESA) Section 7 and California Endangered Species Act (CESA) take coverage for impacts to covered species and their habitats, provided the required studies are conducted and measures are incorporated into the project. The Consultant understands RCTC is not currently a participant in the CVMSHCP, but because participation would provide ESA take coverage, the Consultant recommends exploring this option early. If participation in the CVMSHCP is not pursued, the Eastern Section would potentially require obtaining multiple Biological Opinions and Incidental Take Permits for project-related

impacts, which would likely result in substantial additional analysis and permit processing compared with participating in the CVMSHCP. It is expected that CVMSHCP participation will be the most efficient approach; however, the Project Delivery Team will identify the costs and benefits of either approach for RCTC. The Consultant has included staff on the Project team with extensive experience working with the Western Riverside County Regional Conservation Authority (RCA), which implements the WRCMSHCP, as well as the Coachella Valley Conservation Commission (CVCC), which implements the CVMSHCP, to provide recommendations and support compliance with these plans.

### **Scope of Work**

*Vegetation Mapping – Study Area.* The Consultant will conduct desktop mapping for vegetation communities within a study area developed using a buffer area including station and non-station project components. Within the station areas, a 1,500-foot square area centered on each of the different station locations will be used to map vegetation. Within the non-station areas, vegetation will be mapped for 800 feet on each side of the project alignment centerline (total width of 1,600 feet). The Consultant will utilize GIS vegetation data from the WRCMSHCP, CVMSHCP, and CalVeg. In addition, the Consultant will review current and historical aerial imagery (using Google Earth, Firefly Imagery, and other available sources, as well as Google Streetview as necessary) to revise the mapping in areas that clearly contain developed areas, dirt roads or other areas that are less likely to support sensitive biological resources and in areas where the extent of vegetation communities clearly differs from existing mapping. The vegetation mapped within the study area will be utilized in the biological resource documents prepared for the project as described below in this scope of work but is not proposed as a stand-alone deliverable.

*Literature Review.* In order to determine the likelihood of special-status species occurrence on site, the Consultant will conduct a literature search of publicly available biological resources records and maps (e.g., the California Native Plant Society [CNPS] Inventory of Rare and Endangered Plants of California, the California Department of Fish and Wildlife [CDFW] California Natural Diversity Database [CNDDDB], and the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation [IPaC] database). The Consultant will also utilize their knowledge of southern California biological resources, WRCMSHCP and CVMSHCP documents, soil mapping, and other relevant data as available to determine the likelihood of special-status species occurrence on site. For the CNPS and CDFW databases, the Consultant will search the appropriate relevant USGS quadrangles. For the IPaC database search, the 800-foot (non-station) and 1,500-foot (station) study areas will be utilized. The completed literature review will be utilized in the biological resource documents prepared for the Project as described below in this scope of work but is not proposed as a stand-alone deliverable.

*Biological Resources Assessment/WRCMSHCP Consistency Analysis.* While not specified as a specific task item, the Consultant recommends that a general Biological Resources Assessment (BRA) and accompanying Western Riverside County Multiple Species Habitat Conservation Plan Consistency Analysis be completed for the portion of the Project within the WRCMSHCP Plan Area to track compliance with the WRCMSHCP requirements. Additionally, the Consultant recommends that the field survey portion of the BRA be initiated prior to conducting any focused surveys to evaluate existing site conditions and the potential habitat value for the target species identified in the WRCMSHCP. While the WRCMSHCP identifies many required surveys based on geographic location, the scope of the surveys can be refined with more specific habitat suitability information; additionally, the WRCMSHCP requires



specific habitat assessments and focused surveys in areas that support “riparian or riverine” areas, which would be identified during initial the field survey. The field survey will also determine if additional focused species surveys may be necessary for regulatory compliance (such as for species not covered under the WRCMSHCP). Completing this task early can also save valuable time by identifying surveys that can be completed concurrently.

The following details the Scope of Work required to conduct a BRA/WRCMSHCP Consistency Analysis. The literature review and survey area vegetation mapping included in the task above would provide baseline information. As noted above, additional species and biological resources surveys will only be recommended if site conditions warrant and regulatory requirements mandate.

*Biological Resource Field Survey.* The Consultant will conduct a general on-site field survey, where habitats within the Project site will be characterized and mapped using the study area vegetation mapping as a basis. The survey will cover the central 20-mile segment of the rail Project (from the western extent of Riverside County Line to where San Geronio River intersects I-10), encompassing a 200-foot-wide corridor on each side of the alignment. The scope also includes analysis of up to two potential station sites, defined by a 1,500-foot radius area for each station. Based on a review of Tier 1 documentation and available data, it is assumed that approximately 25% of each station’s radius will consist of undeveloped land requiring field surveys.

Additionally, a qualified biologist will conduct a concurrent habitat assessment for sensitive fairy shrimp to confirm or refine the location and extent of suitable fairy shrimp habitat. It should be noted that a habitat assessment within Narrow Endemic Plan Species Survey Areas (NEPSSA) for plant species, fairy shrimp, and riparian bird species will be conducted during this survey. If suitable habitat for one or all of these species is found to be present, focused surveys will be required. This scope does not include the completion of any focused species survey or arborist evaluation. If requested, the Consultant will provide a contract amendment to complete such documentation. Jurisdictional delineation survey work is described in Task A2.8.2; the results will be reviewed and incorporated as appropriate into the WRCMSHCP documentation.

*Report and Recommendations.* The Consultant will prepare a BRA/WRCMSHCP Consistency Analysis report including a summary of the results of the literature review, biological resources survey, and an assessment of habitat conditions and whether additional focused surveys are needed. The draft report will identify consistencies with WRCMSHCP objectives and will include the following:

- A summary of survey methodology and results;
- Representative site photographs;
- A list of species observed during the site visit;
- A discussion of plant communities and United States Department of Agriculture mapped soil types;
- An assessment of the potential habitat value for survey species identified in the WRCMSHCP and identification of any additional focused species surveys that may be necessary (including burrowing owl, and narrow endemic plants, etc.);
- A discussion of project consistency with the conservation objectives of the WRCMSHCP and recommendations of measures to achieve consistency, as necessary; and

- A discussion of impacts to sensitive biological resources, graphics, and maps as needed to show the project location and vicinity, the project relationship to designated critical habitat areas, and habitat areas on the site that may require additional study for CEQA review or for compliance with the WRCMSHCP.

The draft report will include an estimate of project impacts (anticipated to be based on the 60% design). It is anticipated that this report may be revised during Part B (see Tasks B.3.4.1 and B.4.4.2) to incorporate the results of any required focused surveys and any updated design information. If impacts to sensitive biological resources cannot be avoided, preparation of additional reports may be required pursuant to the WRCMSHCP. These may include a Determination of Biologically Equivalent or Superior Preservation, Equivalency Findings, or similar. Based on the findings in the report, the Consultant will prepare a list of recommendations for additional focused surveys (including estimated acreage and timing), reports, and analyses required to be included in Task B for the portion of the project in the WRCMSHCP plan area.

*Biological Resources Assessment/CVMSHCP Consistency Analysis.* While not specified as a specific task item, the Consultant recommends that a general BRA and accompanying CVMSHCP Consistency Analysis be completed for the project to track compliance with CVMSHCP requirements. Additionally, the Consultant recommends that the field survey portion of the BRA be initiated prior to conducting any focused surveys to evaluate existing site conditions and the potential habitat value for the target species identified in the CVMSHCP. The field survey will also determine if any additional focused species surveys may be necessary for ultimate regulatory compliance. Completing this task early can also save valuable time by identifying any additional surveys that can be completed concurrently. The following details the Scope of Work required to conduct a BRA/CVMSHCP Consistency Analysis for the portion of the project within the CVMSHCP plan area in Riverside County (from where San Gorgonio River intersects I-10 to Coachella). The literature review and survey area vegetation mapping in the tasks above would provide baseline information. As noted above, additional species and biological resources surveys will only be recommended if site conditions warrant and regulatory requirements mandate; the scope of additional surveys can be refined with more specific habitat suitability information.

*Biological Resource Field Survey.* The Consultant will conduct a general on-site field survey, where habitats within the project site will be characterized and mapped using the study area vegetation mapping as a basis. The survey will cover the easternmost 43-mile segment of the rail project (from where San Gorgonio River intersects I-10 to Coachella), encompassing a 200-foot-wide corridor on each side of the alignment. The scope also includes analysis of up to five potential station sites, defined by a 1,500-foot radius area for each station. Based on a review of Tier 1 documentation and available data, it is assumed that approximately 25% of each station's radius will consist of undeveloped land requiring field surveys.

*Report and Recommendations.* The Consultant will prepare a BRA/CVMSHCP Consistency Analysis report including a summary of the results of the literature review, biological resources survey, and an assessment of habitat conditions and whether additional focused surveys are needed. The report will identify consistencies with the CVMSHCP objectives and will include the following:

- A summary of survey methodology and results; Representative site photographs; A list of species observed during the site visit; A discussion of plant communities and mapped soils;
- A discussion of project consistency with the conservation objectives of the CVMSHCP and recommendations of measures to achieve consistency, as necessary;
- A discussion of direct, indirect, and cumulative impacts of the proposed project to sensitive biological resources; and
- Graphics and maps as needed to show the project location and vicinity, project relationship to designated critical habitat areas, project relationship to the CVMSHCP Conservation Areas, project site plan, and locations of biological resources or habitat areas on the site that may require additional study or review for CVMSHCP or CEQA compliance.

It is anticipated that this report may be revised during Part B (see Tasks B.3.4.1 and B.4.4.2) to incorporate the results of any required focused surveys and any updated design information. Based on the findings in the report, the Consultant will prepare a list of recommendations for additional focused surveys (including estimated acreage and timing), reports, and analyses required to be included in Part B for the portion of the project in the CVMSHCP plan area.

### **Assumptions**

- Biological Resources tasks will include the eastern portion of the rail alignment (Colton to Coachella) for a total of 76 miles.
- The 2 biological resources assessments/MSHCP Consistency analyses do not include the completion of focused species surveys, or arborist evaluations, but may incorporate the results of delineations conducted as described in Task A2.8.2.
- Reports will include up to two rounds of review/revisions of consolidated comments from RCTC.
- If Project plans and/or the Project footprint and/or description extends beyond the footprint after the impact analysis has been conducted, and/or additional coordination with the Project team is required, a budget augment will be necessary to perform the additional work.
- Portions of the proposed rail corridor have been divided into separate biological reports to align with the two habitat conservation plans within Riverside County (i.e. WRCMSHCP and CVMSHCP), and the portions of the alignment that lie out of the Conservation Plans (San Bernardino County and tribal lands – see Task A2.8.2) to improve cost efficiency and streamline the environmental process.
- The 60% design will include the overall impact footprint such as grading limits, utility relocations, and stormwater drainage facilities.
- This scope excludes emergent bat surveys and ultrasonic bat surveys. Focused surveys are to be determined in Part B after the General Biological Assessment has been completed.

### **Deliverables**

- Draft and final Aquatic Resources Impact Memorandum (word and .PDF file)
- Draft and final Biological Resources Assessment/WRCMSHCP Consistency Analysis Report (word and .PDF file)
- Recommendations for additional surveys and reports required for WRCMSHCP compliance

- Draft and final Biological Resources Assessment/CVMShCP Consistency Analysis Report (word and .PDF file)
- Recommendations for additional surveys and reports required for CVMShCP compliance

### **A2.8.3 - Cultural/Historic Resources & Section 106**

Consistent with Mitigation Strategy CUL-1 from the Coachella Valley-San Gorgonio Pass Rail Corridor Service Program – Combined Final Tier 1/Program EIS/EIR, the Project team will complete initial technical studies to support preliminary environmental review for cultural resources, including desktop reviews and field surveys conducted in compliance with the requirements of CEQA and NEPA, and Section 106 of the National Historic Preservation Act (NHPA). The studies will include an assessment of the applicability of streamlining measures such as the Advisory Council on Historic Preservation's (ACHP) Program Comment to Exempt Consideration of Effects to Rail Properties within Rail Rights-of-Way, which allows certain activities within railroad right-of-way (ROW) to be excluded from the scope of review under Section 106 when specific conditions are met. The studies will provide recommendations for avoidance or additional investigations to be conducted during Part B.

#### **Scope of Work**

*Preliminary Area of Potential Effects.* The Project team will delineate a preliminary area of potential effects (APE) for use in cultural resource studies. The preliminary APE will be based on initial design and will encompass the rail ROW along the Project corridor and the approximate footprint of stations and other infrastructure improvements. The preliminary APE will serve as the basis for delineating the formal APE for approval by the federal lead agency during Part B.

*Archival Research.* The Project team will carry out a record search at the South Coastal Information Center (SCIC) of the California Historical Resources Information System for documentation regarding previous investigations and cultural resources (both archaeological and historic built environment) within a 0.25-mile buffer of the preliminary APE. The Project team will also review archival records, historical maps, and historical aerial photographs to identify potential cultural resources and assess the extent of historical resources.

*Archaeological Sensitivity Study.* The Project team will conduct a GIS-based analysis to assess the archaeological sensitivity of the preliminary APE based on the presence of known archaeological or historic built environment resources, former locations of historic-period buildings or structures, alignments of prehistoric and historic-period trails, proximity to watercourses or historic presence of watercourses, soils data, ethnographic data, and other geographic indicators of archaeological sensitivity. The Project team will prepare an Archaeological Sensitivity Study technical report that will present the methods and results of the analysis, including a discussion of areas with high potential to contain intact buried archaeological deposits and recommendations for further investigations.

*Archaeological Survey.* The Project team will conduct an intensive-level pedestrian archaeological survey of the preliminary APE to identify cultural materials over 45 years in age, including pre-contact Native American and historic-period archaeological sites, features, and isolated items. Cultural resource specialists will cover the preliminary APE in linear transects spaced no more than 15 meters (50 feet) apart. Archaeological resources identified, including newly recorded resources and updates to previously

recorded resources, will be documented on Department of Parks and Recreation (DPR) 523 Series forms, photographed, and mapped using a handheld GPS device with sub-meter accuracy.

*Archaeological Resource Technical Report.* The Project team will prepare an Archaeological Resource Technical Report to document the results of the archival research and archaeological survey in compliance with the requirements of CEQA and NEPA/Section 106. The Archaeological Resource Technical Report will include: (1) a description of the Project and preliminary APE; (2) a summary of applicable regulations; (3) a preliminary assessment of the applicability of the ACHP's Section 106 Program Comment to Exempt Consideration of Effects to Rail Properties within Rail Rights-of-Way to the Project; (4) prehistoric and historic context; (5) methodology and results of the archival research and archaeological survey; (6) provisional eligibility evaluations based on the criteria for listing in the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), and local historical register of archaeological resources identified in the preliminary APE, in cases where an eligibility recommendation may be advanced on the basis of survey observations alone; and (7) recommendations for avoidance or further archaeological investigations, as applicable. Documentation of the SCIC record search results and DPR forms for updated or newly recorded archaeological resources will be appended to the Archaeological Resource Technical Report.

### **Assumptions**

- The preliminary APE will include the limits of rail ROW along the 76-mile Project corridor and up to 240 acres outside of rail ROW to accommodate the footprint of proposed improvements, including up to 6 station locations and a proposed layover facility.
- The SCIC record search will cover a radius of 0.25 miles around the preliminary APE and the cost will not exceed \$20,000. Due to an existing backlog associated with Riverside County records that were recently transferred to SCIC, results may be received up to 8 weeks after submitting the request.
- Records for cultural resources on Bureau of Land Management (BLM) land or Native American reservations may not be available for inclusion in the Archaeological Sensitivity Study or Archaeological Resource Technical Report prepared in Part A. The scope for Part B contemplates updates to the studies in the event that this information becomes available following formal outreach and coordination by the federal lead agency.
- The archaeological survey will cover portions of the preliminary APE with visible ground surface. Areas where the ground surface is covered by pavement, rail ballast, hardscaping, or otherwise obscured will be excluded from the survey and identified on report maps.
- The archaeological survey will require up to 50 field days for 4 staff to perform, including travel.
- No access issues or other delays (weather/safety) will affect the fieldwork schedule.
- The Project team will arrange for rail flagging protection in the portions of survey in rail ROW. Costs for a rail flagger are not included in the fee estimate for this task. It is estimated that up to 50 days for 1 flagger would be required. Coordination with the Project Delivery Team is recommended as there may be opportunities to have the flagger cover multiple field survey efforts.
- Parcels outside of rail ROW for which right-of-entry has not been obtained at the time of the survey will be observed from the public ROW and identified as having been surveyed visually on report maps.

- Preparation of a Work Plan or Fieldwork Authorization for approval by BLM will not be required for the survey.
- Up to 40 archaeological sites and 90 isolated artifacts will be documented in the preliminary APE during the archaeological survey. This includes previously recorded resources.
- No cultural materials will be collected during the archaeological survey.
- No subsurface shovel testing, test units, data recovery, or other archaeological excavations are included in Part A scope.
- No Native American participation in the archaeological survey.
- Up to 20 technical study Project coordination meetings.
- Up to two rounds of RCTC review.

### **Deliverables**

- Draft Preliminary APE
- Draft and Final Archaeological Sensitivity Study (word and .PDF file)
- Draft and Final Archaeological Resource Technical Report, including record search documentation and DPR forms (word and .PDF file)

#### **A2.8.4 - Architectural History**

The Consultant will conduct a historic architectural survey of up to six station locations in the preliminary APE and prepare a Historic Architectural Survey Report (HASR). The purpose of the survey and HASR will be to: (1) identify potential built environment historic properties and historical resources within the preliminary APE and (2) make recommendations for resources in the vicinity of the station locations.

### **Scope of Work**

*Project Management, Meetings and Coordination.* Coordinate with the Project Delivery Team and RCTC to review the preliminary APE and reach a consensus on the appropriate level of effort and methodology for identification and evaluation of historic properties and historical resources. The Consultant will attend up to seven virtual project team meetings.

*Review Existing Data.* The Consultant will review the Tier 1 study, record search results, existing historic context statements for the cities and municipalities within the study area, and prior historic architectural studies conducted in the vicinity.

*Fieldwork and In-Person Repository Research.* The Consultant will conduct a reconnaissance-level survey to photo-document properties that are more than 45 years of age within the preliminary APE. Contextual research that must be conducted in-person will be scheduled to coincide with fieldwork in that community to the extent feasible.

*Research and Historic Context Statement.* The Consultant will conduct general research on the history of the study area and communities along the Eastern Section of the proposed rail corridor to develop a historic context and establish a framework for evaluating historic architectural resources within the preliminary APE. The Consultant will also conduct property-specific research to assess the potential

historical significance and integrity of historic architectural properties identified in the preliminary APE during fieldwork.

*Evaluation and Documentation.* The Consultant will evaluate historic architectural properties identified within the preliminary APE using the National Register, California Register, and applicable local criteria for designation. The Consultant will evaluate each building, structure, or object that is more than 45 years old, retains integrity, and has potential for significance within the historic context developed for this study and document on a brief DPR523 Form Set.

*Update Forms.* For previously identified historic architectural resources that were evaluated more than 5 years ago, or that were not fully evaluated under National Register and/or California Register criteria, The Consultant will prepare a brief update form.

*Historic Architectural Survey Report.* The Consultant will prepare a Historic Architectural Survey Report (HASR) to include the following:

- A description of the study area
- A description of the steps taken to identify historic properties, including fieldwork and research.
- Historic context statement
- Summary results of the identification and evaluation efforts, including outreach to interested parties
- Conclusion and recommendations regarding potential constraints based on location of identified historical resources/historic properties within the preliminary APE
- Attachments (DPR Forms)

### **Assumptions**

- The Consultant will attend up to seven virtual project coordination meetings to complete the technical study (one kickoff, two survey coordination, up to four Project team coordination meetings).
- The Project team will prepare project maps, provide records search results, and facilitate interested party consultation.
- Unless permission to enter a private property is arranged in advance, fieldwork will be conducted by car or by foot from the public right-of-way in teams of no less than two architectural historians at any time.
- Contextual research that must be conducted in-person will be scheduled to coincide with fieldwork in that community to the extent feasible.
- Extremely large or long resources that cross the study area, such as irrigation districts, will not be documented or evaluated in their entirety. They will be surveyed at key points within the preliminary APE and presumed eligible for the purposes of the HASR and recommendations regarding constraints/potential impacts.
- No more than 150 newly recorded individual properties will require evaluation. Individual property evaluations will consist of a DPR 523 A and B Form (two pages maximum). Property descriptions and significance evaluations will be concise, and where appropriate, standardized.

- No more than 5 newly recorded districts will require evaluation. District records will consist of an A and D Form (two pages maximum), and L Forms listing resources within the identified boundaries. A Forms will not be required for each individual resource within the identified boundaries.
- Based on the results of the Tier 1 study, no more than 232 previously identified historic architectural resources will require update forms. Updates will be recorded on a DPR 523 L Form (one page maximum)
- The following historic architectural resources will not require an update form: (1) properties listed in the National Register, California Register, and/or local register; (2) properties previously determined eligible/ineligible for the National Register with consensus from SHPO; and (3) previously identified historic properties/historical resources that have since been demolished.
- Up to two rounds of RCTC review.

### **Deliverables**

- Draft and Final Historic Architectural Survey Report (word and .PDF file)

#### **A2.8.5 - Transportation/Traffic Reporting**

The objectives for this task include:

- Provide comprehensive traffic and transportation analysis to support environmental documentation and project approvals.
- Identify potential impacts on roadway networks, intersections, and multimodal facilities during construction and operation.
- Recommend mitigation measures to minimize adverse effects on traffic flow and safety.

### **Scope of Work**

#### *Data Collection.*

- Gather existing traffic data (volumes, speeds, LOS) for major corridors and intersections along the rail alignment.
- Collect multimodal data (pedestrian, bicycle, transit usage) within the project influence area.
- Coordinate with Caltrans, local agencies, and RCTC for traffic count data and planned improvements.

The traffic analysis will collect machine counts on up-to 50 at-grade crossings to assist with this determination. The project team will also review existing plans to grade separate these crossings and obtain information related to timing to complete planned grade separation as part of this task. Ultimately, this information will be used to assist in identifying, from a traffic volume perspective, which current at-grade crossings should be grade-separated in the future. To rank the projects, we will also estimate the increase in congestion and the increase in emergency response time, The Consultant will complete an origin/destination assessment using Streetlight data and/or the local model for the area to better understand where trips come from/go to. For any fire station located in close proximity to the



grade separation, we will interview emergency response personnel, investigate the number of calls that occur where personnel need to utilize the grade separation, and will complete a GIS-based assessment to better understand how the average emergency response time will be affected by the increase in gate down-time associated with the project. Finally, the team will review collision statistics at the at-grade crossing locations. This will be used to identify key areas where improvements may be needed if there is increased frequency on the tracks.

*Baseline Conditions Analysis.*

- Establish existing traffic conditions using industry-standard models (e.g., Synchro, HCM).
- Document roadway classifications, signalized intersections, and freight corridors.

*Construction Traffic Impact Assessment.*

- Develop construction staging plans and haul routes.
- Analyze temporary lane closures, detours, and work-zone impacts.
- Estimate construction-related traffic volumes and assess LOS impacts.

*Operational Traffic Impact Assessment.*

- Evaluate long-term changes in travel patterns due to rail service introduction.
- Assess impacts on station access roads, parking facilities, and connecting arterials.
- Consider induced demand and mode shift effects.

One key consideration will be the traffic assessment around the six (6) proposed rail stations. Transportation and traffic for the station siting comes down to two key considerations: (1) evaluating at-grade crossings and how increased service on these crossings affects emergency accessibility and traffic congestion, and (2) understanding modal accessibility.

To understand each of the above considerations, the first thing that needs to be considered is the number of person trips to/from each station. That can be estimated by reviewing potential land use around each station and understanding anticipated ridership at each station. Once that is understood, then modal accessibility can be estimated by looking at the multimodal facilities serving each station and assigning trips to each of those modes. This will also include some level review of a preliminary station plan to better understand connectivity and also provide input on how to better connect it to the larger transportation network. After multimodal accessibility is understood, the team will also review the at-grade crossings along the study corridor. We propose utilizing SCAG's big data platform (specifically, SCAG's subscription to Streetlight data) to get estimated traffic volumes for at-grade crossing locations along the corridor. This will be mapped along with the locations of the station areas and locations of existing emergency services locations (e.g. fire stations). We will utilize this mapping to identify two at-grade crossing ranking systems: (1) will identify locations where high traffic volumes cross the tracks to highlight key crossings where additional traffic counts should be collected, and (2) identify at-grade crossings where an increase in gate down times will potentially increase emergency response times to key neighborhoods.

*Safety and Mobility Analysis.* Identify potential safety concerns for vehicles, pedestrians, and cyclists. Evaluate emergency access routes during construction and operation.

*Mitigation Strategies.* Recommend traffic management plans for construction phases. Propose signal timing adjustments, signage, and detour strategies. Suggest multimodal enhancements to support station access.

*Reporting and Documentation.* The Consultant will prepare a Traffic Impact Study (TIS) compliant with CEQA/NEPA requirements. The TIS will include technical appendices: traffic counts, modeling outputs, and mitigation measures. The Consultant will provide GIS-based maps showing affected corridors and proposed improvements. This information will be used to help understand the CEQA context of the project. Specifically, to address safety hazards while also understanding key operational characteristics of the project.

### **Assumptions**

- Follow Traffic Impact Study Guidance of Riverside County and local agencies.
- Utilize Highway Capacity Manual (HCM) methodologies and local agency standards.
- Track compliance with RCTC design criteria and CEQA/NEPA documentation requirements.

### **Deliverables**

- Traffic Data Summary Report
- Construction Traffic Management Plan
- Draft and Final Traffic Impact Study
- Mitigation Monitoring and Reporting Program (MMRP) Sections

#### **A2.8.6 - Aesthetics/Visual Impact Analysis**

The Consultant will prepare a baseline Visual Technical Report following guidance in the *Guidelines for the Visual Impact Assessment of Highway Projects*, published by the Federal Highway Administration (FHWA) in January 2015. The work products prepared for Part A will be the establishment phase of visual analysis and provide the foundation to perform the work described in Part B, which involves the CEQA/NEPA analysis. As outlined in the RFP, preferred station locations will not be selected during Part A, but the baseline technical analysis in Part A, focused on geographic area, will facilitate the final station site selection and infrastructure in Part B and assist the NEPA Lead Agency with the information necessary to finalize the Service Development Plan. Thus, while a preferred alternative will not be identified in Part A, the baseline work in Part A will allow for a range of specific sites to be evaluated in Part B.

The visual resources assessment will follow standards of professional practice for aesthetic analyses associated with environmental compliance. The visual analysis will cross-reference with land use, recreation, biological, wetland, cultural, historic, and water resources. Analysis of data sources and methods for Part A will include maps and aerial photography, scenic byway data and plans, Google maps street view, and GIS viewshed model. Part A will involve the Establishment Phase of visual resource assessment using desktop methodology. The consultant will prepare or revisit the initial VIA Scoping Questionnaire, determine the AVE, delineate landscape units, and distinguish important landscape visual characteristics through description of visual character and quality. In addition, the

consultant will identify scenic resources, potential key views, and relevant state, local, and regional regulations.

The Consultant will divide the setting information into two main elements—the physical setting and viewer groups. The Consultant will describe the physical setting in terms of the visual character and quality of viewsheds and site resources. The Consultant will consider views both of and from the site.

This task includes efforts related to coordination and meetings by the consultant SME.

### **Scope of Work**

Using available resources, relevant published guidance, and project/engineering information and data to be provided by the Project Delivery Team, the Consultant will provide the following:

- Discussion of methods, terminology, and thresholds for significance.
- Regulatory setting with a summary of applicable Laws, Ordinances, and Regulations (LORs) specific to scenic and visual resources for 2 counties, 10 incorporated cities, state, and federal agencies. The consultant will incorporate AI into research and data searches for applicable LORs to the extent practicable. All sources will be verified by staff.
- Description of the regional visual character which comprise the baseline conditions for assessing aesthetic impacts.
- Assemble digital surface model (DSM) viewshed analysis for 76 miles of track from Colton to Coachella in segments.;
- Identify up to 30 potential Key Observation Points based on cultural and historic resources, sensitive viewsheds, parks and protected natural areas, trails, scenic view points, scenic or eligible scenic highways, and other scenic resources identified in the scenic resource inventory.
- Attend quarterly virtual project meetings.

### **Assumptions**

- LORs will be researched for Riverside County, San Bernardino County, and the cities of Colton, Riverside, San Bernardino, Redlands, Palm Springs, Cathedral City, Desert Hot Springs, Palm Desert, Indio, and Coachella. If additional counties or cities are requested to be included in the LORs analysis the list can be expanded through a scope and cost amendment.
- The viewshed is limited to a 5-mile-wide viewshed corridor (2.5 miles on either side of the alignment). The viewshed encompasses the potential area where sensitive scenic resources may occur (e.g., state and regional parks, historic properties, and cultural landscapes).
- A DSM will be created that is inclusive of the entire 5-mile-wide viewshed corridor. It is assumed the analysis will use National Elevation Database only and the DSM will not need to be modified to account for ground elevation changes associated with proposed project development features. The viewshed DSM will be used for desktop review and analysis.
- DSM analysis points will be placed at 10 meter intervals along the 76 miles of track from Colton to Coachella to develop the area of visual effect (AVE) If there are existing public land uses

outside the viewshed corridor that may be sensitive to changes in the visual environment and require additional visibility analysis, a change to project scope and cost will be required to expand the area of analysis.

- Landscape units, which are used as a framework for describing and categorizing landscape character, will be delineated at 1:5,000 scale for 152 square miles.
- Visual team attendance or participation in public meetings is not part of this scope of work. Visual team will participate in quarterly project coordination meetings or no more than 8 1-hour meetings per year.
- Up to two rounds of RCTC review.

### **Deliverables**

- Draft and final Establishment Phase of the visual technical report for the geographic area (word and .PDF file)
- Supporting tables, figures, field worksheets, and maps (included in the body of the technical report or as appendices)

### **A2.8.7 - Geotechnical**

The Consultant's geotechnical approach for both CEQA and Pre-NEPA activities includes planning level geotechnical evaluation of subsurface and geologic conditions to identify geologic/geotechnical constraints and seismic hazards that could affect project feasibility, environmental impacts and project design development. The objective is to provide understanding of geological and soil-related issues to support alternative evaluation and environmental decision making and is not to perform detailed design analyses. Our methodology combines review of existing data (desktop study), performing as-needed site reconnaissance, evaluating geological/geotechnical hazards and developing mitigation measures along the Project corridor.

### **Scope of Work**

*Interdisciplinary Coordination.* The Consultant will coordinate with various disciplines including track, structures, hydrology, biology, and other design disciplines during project alignment evaluation and review. The Consultant will perform geotechnical assessments in accordance with state and federal agency guidelines.

*Review Existing Data.* We will review Project alignment plan, geology/geotechnical maps including available as-built plans, aerial imagery, seismic hazard maps, topographic maps, and reports in our in-house library that are relevant to the Project alignment.

*As-Needed Site Reconnaissance.* The Consultant will perform an as-needed site reconnaissance to assess general site conditions along accessible portions of the rail corridor to identify and geologic/geotechnical conditions including signs of instability.

*Impact Assessment and Mitigation Recommendations.* Based on review of existing data and data collected during our site reconnaissance survey, the Consultant will look for potential geology/geotechnical issues that have potentially adverse impact and provide feasible mitigation

measures to reduce the impacts to less than significant levels. Impact assessment at a minimum will include the following:

- Subsurface conditions and potential variation
- Rupture of a known earthquake fault as delineated on the most recent Alquist-Priolo Earthquake Fault Zone Map
- Seismicity and ground shaking
- Seismic related ground failure including liquefaction and landslides
- Unstable soil conditions that potentially result in lateral spreading, subsidence, liquefaction or collapse
- Potential for scour
- Expansive and erosion potential of soils

*Preliminary Geotechnical Assessment Report.* The Consultant will prepare a preliminary geotechnical assessment report presenting our findings and preliminary recommendations. It will address the following:

- Site Conditions: Review and summarize the surface, subsurface and groundwater conditions.
- Preliminary Geotechnical Findings: Summary of geotechnical findings including site geology, faulting and seismicity, expansive and collapsible soils.
- Geology/Geotechnical Impacts and Mitigation: Summary of geology/geotechnical hazards including scour, seismic hazards that will impact the project and provide feasible mitigation measures.
- Geotechnical Considerations: Preliminary considerations for the Project including feasible foundation types, ground improvement methods and recommendations for future geotechnical investigations.
- Next Steps: Next steps to be considered for the Project.

The report will include the following:

- Alignment and Station location map
- Alignment and Station geology map
- Regional and local fault map
- Seismic hazards map

### **Assumptions**

- Proposed scope is limited to planning level evaluation and is not intended for detailed design
- Project alignment and alternative evaluation are as defined in the Project scope. Changes to Project alignment and alternative evaluation may require scope adjustment.
- Mitigation measures will be conceptual and focused on minimizing the impacts of the geological/geotechnical hazards. Site specific mitigation measures should be evaluated on a case-by-case basis during future design phases.
- Subsurface conditions identified at this stage will be based on review of limited geotechnical data. Site-specific subsurface conditions should be further evaluated during future design
- Up to two rounds of RCTC review.

### **Deliverables**

- Draft and final Preliminary Geotechnical Assessment Report (word and .PDF file)

#### **A2.8.8 - Drainage/Hydrology/Floodplains**

Designing smart and mitigating impacts to existing drainage patterns, discharge totals, and floodplains is central to the design and permitting of linear projects. Design and permitting requirements rely on much of the same analysis and developed data. The Project team seeks to inform the CEQA required documentation by utilizing the technical analyses developed for the Task A3.4 Preliminary Drainage Report, Task A3.S Culvert Assessment Report and Task A3.7.12 Hydrology and Hydraulics Technical Report. These reports will document the existing conditions, proposed conditions, risks, and anticipated mitigations to those risks.

#### **Scope of Work**

*Drainage and Floodplain Impact Report.* The Consultant will prepare a drainage and floodplain impact report presenting the existing condition hydrology, floodplains, and hydraulic structures and assessing the effects of the proposed project. At a minimum, the report will address the following:

- Describe the existing drainage conditions and facilities.
- Assess project potential for substantially altering the existing surface drainage patterns of the site or area per CEQA defined issue C, Environmental Factor X. Hydrology and Water Quality of the environmental checklist form.
- Assess project impacts to existing define floodplains per CEQA defined issue D, Environmental Factor IX. Hydrology and Water Quality of the environmental checklist form.

#### **Assumptions**

- Only analysis of the Build Alternative will be presented. No alternatives analysis will be documented within the report.
- Existing floodplains will be based upon FEMA special flood hazard areas only. County or other jurisdictional defined floodplains will not be included.
- Does not include FEMA compliance in the form of No-Rise analyses or certificates, conditional letters of map revision, letters of map revision, elevation certificates, or physical map revision.
- Up to two rounds of RCTC review.

#### **Deliverables**

- Draft and final Drainage and Floodplain Impact Report (word and .PDF file)

#### **A2.8.9 - Water Quality**

The Consultant will prepare a Water Quality Impact Analysis Report to inform Project impacts on water quality for temporary and permanent phases. This report will assist in determining thresholds of significance according to CEQA and NEPA requirements and will address their intersection with federal, state and local conditions. The report will be used to summarize the Hydrology and Water Quality narrative of the environmental documentation.

#### **Scope of Work**

For permanent phases, the trigger for mitigation will be introduced impervious surfaces from proposed stations (including parking lots), pedestrian overcrossings, bridges, etc. Those impacts will be mitigated in compliance with the applicable National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permits for San Bernardino and Riverside County including applicable ordinances/municipal codes for impacted cities/counties. Crossings of Caltrans right-of-way will be compliant with the Caltrans NPDES MS4 permit. The proposed maintenance and layover facility within the City of Coachella will mitigate those impacts and be compliant with the Industrial General Permit. The corridor will not need to mitigate for those impacts since the track surface is assumed as pervious. Up to 3 alternatives for permanent best management practices (BMPs) will be evaluated for each of the stations considering input from public community outreach and stakeholder meetings. A preferred BMP alternative will be selected for each station and will be reflected in the 25% design.

For temporary phases, the Project would be required to comply with the Construction General Permit. Standard erosion and sediment control BMPs will be discussed and how related temporary impacts will be mitigated. The report coordination will include a kickoff meeting, and up to 4 coordination meetings with the Project Delivery Team during preparation of the report.

### **Assumptions**

- The railroad track section along the corridor is assumed to be pervious surface.
- The proposed permanent BMPs will be coordinated with the 25% drainage design.
- Assume no survey work, thus no weekly check-in/coordination meeting is included. However, if survey work is needed, it would be included as part of the drainage effort.
- The environmental documentation phase does not include preparation of preliminary WQMPs or SWDRs.
- RCTC will coordinate reviews with impacted authorities having jurisdiction (AHJ's).
- The site does not include contaminated soils.
- Up to two rounds of RCTC review.

### **Deliverables**

- Draft and final Water Quality Impact Analysis Report (word and .PDF file)

#### **A2.8.10 - Socioeconomics/Environmental Justice**

In 2016, California Government Code Section 65302 expanded the mandatory requirements of General Plans to require an emphasis on the role of environmental justice in urban planning. Cities and counties with disadvantaged communities, as defined, are required to adopt an environmental justice element in their general plan or integrate environmental justice policies into the elements of their general plan "upon the adoption or next revision of two or more elements concurrently." To inform policies related to the desktop analysis would focus on affected cities and communities along the 76-mile eastern project segment and station locations. The socio-economic analysis would address potential impacts to the community, real property acquisitions, displacements/relocations of existing residences or businesses, community facilities and services, and impacts to Environmental Justice or Equity populations.

### **Scope of Work**

Reference information from the Tier I EIR/EIS will be reviewed and utilized to the greatest extent feasible. The desktop analysis would rely on data from the United States Census Bureau, the American

Community Survey (ACS) 5-year data, GIS, demographic or economic data from city, county, or regional (e.g. Southern California Association of Governments) general or specific plans, the California Department of Finance, Demographic research Unit, and the California Environmental Protection Agency's (CalEPA) CalEnviroScreen data. The socio-economic study will utilize results of other environmental resource studies conducted for the project to determine potential socio-economic effects within the study area. The Consultant will work with the Project Delivery Team to identify the appropriate methodology for identification of EJ communities within the Project corridor. This would include concurrence of geographic unit of data to be utilized (e.g., census tract level) and comparison of areas considered to contain EJ communities to those not containing EJ communities. This can be achieved through the CalEPA CalEnviroScreen tool, a data-based index that provides a relative, rather than absolute, evaluation of pollution burden and health vulnerabilities across California. CalEnviroScreen ranks each census tract in California relative to other census tracts by providing percentile scores for 21 indicators of pollution burden and health vulnerability. These percentile scores can be utilized to demonstrate how EJ Communities in the Project corridor are impacted relative to other communities across California. Reference information from the Tier I EIR/EIS will be reviewed and utilized to the greatest extent feasible.

The desktop analysis would rely on data from the United States Census Bureau, the American Community Survey (ACS) 5-year data, GIS, demographic or economic data from city, county, or regional (e.g. Southern California Association of Governments) general or specific plans, the California Department of Finance, Demographic research Unit, and the California Environmental Protection Agency's (CalEPA) CalEnviroScreen data. The socio-economic study will utilize results of other environmental resource studies conducted for the project to determine potential socio-economic effects within the study area. The Consultant will work with the Project Delivery Team to identify the appropriate methodology for identification of EJ communities within the Project corridor. This would include concurrence of geographic unit of data to be utilized (e.g., census tract level) and comparison of areas considered to contain EJ communities to those not containing EJ communities. This can be achieved through the CalEPA CalEnviroScreen tool, a data-based index that provides a relative, rather than absolute, evaluation of pollution burden and health vulnerabilities across California. CalEnviroScreen ranks each census tract in California relative to other census tracts by providing percentile scores for 21 indicators of pollution burden and health vulnerability. These percentile scores can be utilized to demonstrate how EJ Communities in the Project corridor are impacted relative to other communities across California.

### **Assumptions**

- Assumes establishment of a 0.5-mile study boundary around the proposed alignment for the 76-mile Eastern portion of the Project.
- No Build, One Build Alternative and Six Station Locations will be analyzed. Up to two rounds of RCTC review.

### **Deliverables**

- Draft and final Socio-Economic Impact and Environmental Justice Assessment (word and .PDF file)



### **A2.8.11 - Economics & Fiscal Impacts**

Based on the findings of the Tier 1 Final Environmental Impact Report, the main impacts are assumed to derive from:

- Land acquisitions in the Eastern Section, between Colton and Coachella – Residential and commercial properties may be taken to accommodate the Project. For residential properties, the analysis will quantify the number of housing units demolished, the number of displaced residents, and the decrease in residential property tax revenues. For commercial properties, the analysis will quantify the square footage of buildings demolished, the loss of economic activity associated with displacement/relocation of businesses, including the number of jobs temporarily or permanently lost, and the decrease in commercial property tax revenues.
- Expenditure of capital during the project development phase – Annual capital expenditures by cost category (PS&E, construction, rolling stock, etc.) will be translated into direct, indirect, and induced economic impacts resulting from the project as the capital funds are anticipated to be spent through the economy.
- Incremental operating and maintenance expenses – Long-term operation and maintenance of the additional two daily round-trip intercity passenger trains between Los Angeles and Coachella would result in the creation of direct jobs (locomotive engineers, conductors, mechanics, etc.), as well as indirect and induced jobs.
- Visitor spending during the project operational phase – Operation of the Coachella Valley Rail service will increase the number of visitors and associated spending (lodging, meals, entertainment, etc.) in the study area. Annual net increases in retail sales will be calculated, accounting for potential loss of businesses on properties used for new rail infrastructure and stations.

#### **Scope of Work**

*Review of Project documents and development of model inputs.* The Consultant will review relevant Project documents to develop model inputs that are consistent with Project assumptions, including annual capital costs by category, an inventory of parcel takes, and ridership projections.

*IMPLAN modeling and economic impacts calculation.* Utilizing economic multipliers from IMPLAN, a nationally recognized input-output model, the Consultant will develop an assessment of the economic impacts of the Project and associated capital spending. Estimates will be produced at the metro area level to quantify short- and long-term job and economic activity creation.

*Fiscal impacts calculation.* The Consultant will quantify potential project impacts on fiscal (government) revenues, including net changes in property and sales taxes, as tax-generating properties are taken off the assessor roll to accommodate new rail infrastructure or stations, and property values are expected to increase around new train stations. The fiscal impacts calculation will also quantify the level of net new retail spending and sales tax generation attributable to the Project.

*Summary of impacts.* The final report will summarize economic impacts of the Project and associated capital spending, including short- and long-term job and economic activity creation. A summary of potential project impacts on fiscal (government) revenues will also be included.

### **Assumptions**

- The impact area will encompass the counties of Los Angeles, Orange, Riverside, and San Bernardino.
- Economic and fiscal impacts will be reported in year-of-analysis (2026 presumably) dollars.
- Up to two rounds of RCTC review.

### **Deliverables**

- Draft and final economic and fiscal impact assessment reports (word and .PDF file)

#### **A2.8.12 - Land Use & Planning**

For this evaluation, the Consultant will examine the land use planning context for the eastern section of the Project corridor, including the general historical development of the area and recent development trends. GIS and preliminary Project designs will be used to analyze the changes in land use that could result from the development of the Project, including indirect impacts to land use such as displacements indirectly influencing development or redevelopment on surrounding parcels. The Consultant will review and collect land use data including:

- Reviewing the Project's consistency with state, regional, and local plans and policies including comprehensive plans, transportation plans, zoning ordinances, subarea plans, and site-specific master or facility plans.
- Identifying special districts, centers, and overlays, through a review of relevant policies and correspondence with local planning agencies. This includes a review of planned developments, connectivity, access to the interstate and transit systems, and noise and air quality.
- Reviewing required permits and development regulations for areas in the primary study area that may be impacted by construction activities.

The findings from other technical reports including the Transportation, Economics, and Air Quality Technical Reports, would also be reviewed to identify land use impacts. The analysis of direct and indirect land use impacts would include evaluation of the following:

- The extent to which property acquisitions and relocations of existing uses within the primary study area could change land uses by converting from a non-transportation use to a transportation use including necessary changes to zoning, special district plans, and overlays. The compatibility of new uses (such as roadway or transit facilities) with surrounding existing or planned uses and whether such uses could disrupt or divide the physical arrangement of a community. Growth inducing effects and other effects related to induced changes in the pattern of land use, population density or growth rate, and related effects on air and water and other natural systems, including ecosystems.
- Evaluation of the impacts of construction activities to surrounding uses, special districts, overlays, and plan areas. These include activities with impacts to access, noise, air pollution, traffic, neighborhoods, economics, historic resources, ecosystems, and others. Such impacts could include changes to land uses resulting from temporary reduction or loss of accessibility to businesses or residences, disturbance of livability, or disruption of significant public activities or events.

Where potential impacts are identified, the report will identify potential and appropriate mitigation measures, including measures that may be identified in other disciplines, with the intent of identifying mitigation measures directly related to the impacts. The measures will be further refined through work with the participating and sponsoring agencies and in keeping with adopted federal and state guidelines.

### **Assumptions**

- The land use assessment will be conducted using publicly available geographic information system (GIS) data and county-level general plans.
- Existing land uses would be primarily based on the latest SCAG GIS land use dataset available.
- Right of way property acquisitions, displacements, and relocations data will be provided by the Project Delivery Team.
- Field surveys of existing land uses would not be conducted as part of the evaluation.
- Planning and entitlement support services are excluded from this scope of work.
- Only one Build Alternative will be analyzed.
- Up to two rounds of RCTC review.

### **Deliverables**

- Draft and final Land Use Technical Report (word and .PDF file)

#### **A2.8.13 - Paleontology**

*Background Research.* The Consultant will request paleontological records searches from the San Bernardino County Museum (SBCM) for the portion of the Project within San Bernardino County, and the Western Science Center (WSC) for the portion of the Project within Riverside County. For purposes of this scope of work, the study area for the Paleontological Resource Assessment is defined as a 1-mile radius of each potential station location. The five (5) station locations (Loma Linda, Pass Area, Palm Springs, Mid Valley/Indio, and Coachella) each have between 2-5 alternatives, for a total of 18 potential station locations. The Consultant will review online paleontological databases, geologic maps, and additional online research, as necessary.

*Field Survey.* After the background research is completed, the Consultant will conduct a pedestrian field survey of the Project within areas designated as having undetermined paleontological sensitivity. The purpose of the survey is to identify paleontological resources that may be impacted by the Project, characterize the geologic setting of the Project, and to field check previously recorded paleontological resources within or immediately adjacent to the Project discovered by the records search. Prior to the commencement of the field survey, the Consultant will use GIS and Project design information to determine the areas that will be included in the pedestrian survey. Surficial geologic exposures will be visually examined by a paleontologist for evidence of paleontological resources. The survey will also focus on drainages, slopes, and outcrops where stratigraphy is visible at the surface. If paleontological resources are present at the surface, the survey of the property will be conducted using 15-meter transects to determine if additional resources are present. Photographs will be taken to document the survey.

*Paleontological Resource Assessment.* The report will include a project description, setting, methods, results, paleontological sensitivity, potential impacts, and recommendations sections. The report will also include documentation of up to five (5) paleontological resource localities discovered as part of the field survey. The report will be prepared in accordance with Society of Vertebrate Paleontology and industry guidelines. Maps and photos will be included in the report.

### **Assumptions**

- Relevant and available paleontological resource documentation will need to be provided by the Project Delivery Team. This may include as-built site plans, prior paleontological resource documents, geotechnical reports, etc.
- The paleontological field surveys will be conducted within the properties of the potential station locations within areas designated as having undetermined paleontological sensitivity.
- The scope of work assumes that up to 10 station locations will be in undetermined sediments.
- This scope assumes each station location will be no more than five (5) acres. The survey area of the 10 potential station locations with undetermined paleontological sensitivity will be no greater than 10 acres.
- The survey will be conducted by a field crew of two; one paleontological field director and one paleontological field crew.
- Project Delivery Team will need to provide legal and physical access to the project areas.
- No more than five (5) paleontological resources will need to be documented during the survey. No paleontological resources will be collected.
- Paleontological resources will be documented using digital paleontological locality forms and the location will be plotted with a sub-meter accuracy GPS unit.
- Scope assumes up to one Project kickoff meeting, two field survey coordination meetings, and two report progress meetings. Each meeting will be conducted remotely using video conference technology.
- The Consultant will also attend necessary railroad safety training courses prior to commencement of fieldwork. It is the Consultant's understanding that this training will be held in person and will require recertification after two years. For the purposes of this proposal, up to one (1) round of training for up to five (5) Consultant staff members have been assumed.
- Up to two rounds of RCTC review of the Paleontological Resource Assessment.

### **Deliverables**

- Draft and final Paleontological Resource Assessment (word and .PDF file)

#### **A2.8.14 - Section 4(f)/6(f)**

Section 4(f) of the 1966 U.S. DOT Transportation Act provides protections to publicly-owned parks, recreation areas, wildlife and waterfowl refuges, and historic sites. Section 6(f) applies to public outdoor areas funded by the Land and Water Conservation Fund Act established by congress in 1964 and prohibits the conversion of these properties to non-recreational without the approval of the Department of the Interiors National Park Service Section 6(f). The Tier I EIR/EIS identified Section 4(f) and Section 6(f) properties that need to be evaluated further.

## **Scope of Work**

A Section 4(f)/6(f) Report will be prepared to evaluate if there are project level impacts within the Section 4(f) study area, if there is a use, an exception to use, and level of approval required for the use. The Section 4(f) evaluation will include identification of Section 4(f) resources along the 76-mile eastern corridor project footprint and six site-specific station locations. The study area limits for the Section 4(f) evaluation is the direct impact area during operations and construction of the project. Indirect impacts will rely on the analysis area identified by the environmental resource technical studies. The Tier I EIR/EIS identified approximately 64 potential Section 4(f) resources along the project corridor, each would be evaluated individually and are likely to result in different levels of approval for use. Use of Section 4(f) historic sites rely on the results of Section 106 consultation, analysis, and findings of effect and approval. Coordination with the Officials with Jurisdiction for use of parks, recreational areas, wildlife or waterfowl refuges and the SHPO for historic properties is required for Section 4(f) use. In addition, legal review and coordination with the Department of the Interior is required for an Individual Evaluation. Section 4(f) Findings would be disclosed in the draft and would be finalized after they were circulated for public review and comment. If the Project impacts Section 6(f) properties, the Consultant would work closely with the design team to avoid impacts and conversion of land. If impacts can't be avoided, replacement parcels would be identified and conversion approval would be requested by State Parks.

## **Assumptions**

- Study area includes 76-mile corridor operation and construction footprint and six station locations
- No Build, one Build alternative, and six Station locations will be analyzed
- Direct and Indirect impacts to Section 4(f) properties will rely on results of other applicable environmental resource studies (e.g. noise, air quality and etc.).
- Each Section 4(f) resource identified within the Section 4(f) study area in the Project Level document would be evaluated for no use, exception to use, direct use, temporary occupancy, and constructive use and assumes evaluation of up to 64 Section 4(f) Resources (up to 19 parks or recreational properties within and immediately adjacent to the project limits and up to 42 historic sites within the APE) and evaluation of up to 6 Section 6(f) properties within and immediately adjacent to the project limits in
- the Eastern Section as identified in the Tier I EIR/EIS.
- Resources determined to have no use or a de minimus impact finding require no further evaluation. Up to 30 individual evaluations will be prepared for resources where the use is not considered de minimus.
- Up to 2 cycles of review from RCTC and FRA on the Draft and Final Section 4(f) Evaluation.
- Up to 3 meetings with the Section 4(f) resource Official with Jurisdiction, if the project results in a Section 4(f) Use.
- A Section 4(f) Evaluation would be prepared in compliance with the applicable federal DOT guidance in accordance with Caltrans and/or CalSTA and FRA.
- Tier I EIR/EIS and the Project level technical reports would be used to expedite evaluation of Section 4(f) resources.

- A Section 106 Cultural Technical Study finding of effect is required to evaluate Section 4(f) impacts to historic sites.
- Early coordination with local, state or federal Officials with Jurisdiction and SHPO/or NACHP recommended during pre-NEPA activities prior to initiation of Section 4(f) report.
- Coordination letters will be sent to and correspondence will be conducted with the Officials with Jurisdiction for up to 64 Section 4(f) resources.
- It is assumed that no Section 6(f) property would be acquired as part of the project and would be avoided.

### **Deliverables**

- Section 4(f)/6(f) Report
- Resources Evaluated Relative to the Requirements of Section 4(f) No Use Determination(s)
  - Exceptions to Use Determination(s)
  - De Minimus Finding and De minimis Determination(s)
  - Programmatic Evaluation(s)
  - Individual Evaluation(s)
- NEPA document Section 4(f) narrative
- Preparation of correspondence to Officials with Jurisdiction and Department of the Interior as required.
- Section 6(f) impact analysis and identification of replacement properties
- Coordination with National Park Service

### **Task A2.9 - Regulatory Permitting Planning**

Not Used

### **Task A2.10 - CEQA Document Preparation**

#### **A2.10.1 - Notice of Preparation (NOP)**

The Consultant will prepare an Administrative Draft NOP in accordance with State CEQA Guidelines Section 21092 and in the format previously agreed to by RCTC staff. Upon receipt of RCTC staff comments on the First Administrative Draft NOP, the Consultant will revise the document and resubmit the Second Administrative NOP to RCTC staff for review.

Upon receipt of the RCTC staff final review comments on the Second Administrative Draft NOP, the Consultant would incorporate changes into the Public Draft NOP. The Public Draft NOP would be submitted to RCTC for public release. The Consultant assumes that up to 3 meetings will be held as part of the NOP public scoping period for the Project. The Consultant will attend the public meetings and will support RCTC staff as needed, including support with format, presentation, and day of assistance.

The NOP will be particularly important to obtain formal comments on the scope of the Draft EIR from property owners, community organizations, and local, state, or federal agencies. All comment letters

received during the NOP review period will be included in an appendix to the Draft EIR and a matrix will be provided in the main body of the Draft EIR indicating where such comments have been addressed.

### **Assumptions**

- Attendance at up to 3 scoping meetings with up to 4 staff in attendance.
- RCTC will post the NOP to CEQASubmit.
- The Consultant will post the NOP at the Riverside and San Bernardino County Clerk's office.

### **Deliverables**

- Draft and final Notice of Preparation (word and .PDF file)

#### **A2.10.2 - Project Description**

Utilizing information obtained from Task A2.1 – Project Definition, the Consultant will prepare a Draft Project Description pursuant to CEQA Guidelines Section 15124 and refined in coordination with RCTC staff to confirm accuracy and to consider inclusion of Project design features to minimize potential environmental impacts. The Draft Project Description will be based on information gathered from activities identified in Task A2.1. The Project Description will serve as the basis for analysis of environmental issues contained in the Notice of Preparation. The Project Description will include the proposed Project location and setting, site characteristics, characteristics of the Project, and Project objectives. The Draft Project Description will be distributed to RCTC staff after the Project environmental kick-off meeting. The Consultant will revise the Draft Project Description based on two rounds of Project team comments.

### **Assumptions**

- Up to two rounds of review of the Project Description by RCTC staff.

### **Deliverables**

- Draft and final Project Description (word and .PDF file)

#### **A2.10.3 - Admin Draft EIR**

After completion of the environmental technical studies identified in Task A2, updates to the studies identified in Task B.3.4, and comments received during the public scoping period, the Consultant will prepare an Administrative Draft EIR in accordance with State CEQA Guidelines Sections 15120 to 15132. An EIR outline/format will be prepared and submitted for RCTC staff review and concurrence before fully proceeding into EIR preparation.

The Draft EIR would build upon and incorporate data from applicable planning documents and regulations, other pertinent agency planning documents, regulations and coordination and the information developed in through Tasks A2 and B.3.4 above, using the agreed methodologies for each CEQA resource area.

Each Draft EIR section will summarize regulatory requirements, describe resource study area, discuss methods for evaluating potential impacts from construction and operation (temporary, permanent, and cumulative), determination of significance of impacts under CEQA, propose measures to mitigate impacts (as appropriate under CEQA) and discuss the significance of impacts under CEQA with

proposed mitigation measures. In addition, the Draft EIR would respond to issues raised during the scoping phase and public comment period and a matrix listing those comments and Draft EIR subsections where comments are addressed would be included.

Upon receipt of comments on the First Administrative Draft EIR, the Consultant will revise the document and resubmit the Second Administrative Draft EIR for RCTC staff review. Where information is drawn from other documents, the source document will be referenced, including the page from which the information was drawn. Citations and references in the Draft EIR shall specify the page number(s) of the associated document and a copy of each reference document (or portion of each document as applicable) with an index provided to the RCTC prior to the commencement of the public review period.

In addition, the Consultant will assist RCTC staff in the preparation of the Notice of Availability (NOA) and Notice of Completion (NOC) to accompany the Draft EIR.

### **Assumptions**

- Up to two rounds of review by RCTC staff.

### **Deliverables**

- First Administrative Draft EIR, appendices, NOA, and NOC (word and .PDF files).
- Second Administrative Draft EIR, appendices, NOA, and NOC (word and .PDF files).

#### **A2.10.4 - Public Circulation**

Upon receipt of RCTC staff final review comments on the Second Administrative Draft EIR, the Consultant would incorporate changes into the Screencheck Draft EIR necessary to reflect RCTC comments and final direction for the environmental analysis. The Draft EIR would then be submitted to the State Clearinghouse for a 45-day public review period. The Consultant will provide an electronic version of the Draft EIR that can easily be uploaded to the RCTC website at the start of the public review period. For notices, the Consultant will produce and send the NOA to the updated mailing list provided by RCTC.

For purposes of this scope, it is assumed that up to four public meetings will be held as part of the Draft EIR public review period for the Project. The Consultant will attend the public hearing and will support RCTC staff as needed, including support with format, presentation, and day of assistance.

### **Assumptions**

- Consultant will post the NOA at the Riverside and San Bernardino County Clerk's office.
- Attendance at 4 public meetings with up to 6 Consultant staff in attendance.

### **Deliverables**

- Draft EIR (Word and PDF files). Bookmarks shall be added to all PDFs to aid in review.
- Up to 2 hard copies of the Draft EIR and appendices.
- NOA, English (Word and PDF file).
- NOC (PDF file).
- Distribution of NOA to mailing list recipients.



#### **A2.10.5 - Response to Comments and Final EIR**

Upon completion of the public review period, the Consultant will coordinate with RCTC to obtain public comments received on the Draft EIR. After consulting with RCTC, the Consultant will prepare the First Administrative Final EIR containing proposed responses to comments and revisions (if applicable) to the Draft EIR identified from review comments. Responses to comments would be included as part of the Final EIR including the comment letter itself with specific response and a record of pages from the Draft EIR on which changes were made (changes would be tracked in strikeout and underline formatting). The Consultant will prepare a Second Administrative Final EIR addressing comments from RCTC staff on the First Administrative Final EIR.

A Mitigation Monitoring and Reporting Program (MMRP) will be prepared and included as part of this task, consistent with Public Resources Code Section 21081.6 to identify responsible parties, timing, funding sources (if applicable), and monitoring approaches and duties.

The Consultant will also prepare Draft Findings of Fact pursuant to CEQA Guidelines Section 15091, which will be based on any Project changes, alterations and required mitigation identified in the Draft EIR, which avoid or substantially lessen significant environmental effects. If there are mitigation measures or alternatives to the Project identified in the Draft EIR which could reduce the adverse consequences of the Project but which are determined infeasible, the Consultant will provide the required CEQA Findings, giving the specific economic, social, or other conditions which render the mitigation measure or alternatives infeasible. In addition, the Draft Findings will identify any changes or alterations that are within the jurisdiction of another public agency.

Should the EIR conclude an impact is significant and unmitigable, the Consultant will prepare a Statement of Overriding Considerations (SOC) in accordance with CEQA Guidelines Section 15093. The Consultant will work closely with RCTC staff and legal representation to identify the specific economic, legal, social, technological, or other benefits of the Project, which outweigh the unavoidable environmental effects. The Consultant will coordinate with RCTC staff to establish the evidence in the record to support overriding considerations. Upon receipt of RCTC comments on the Draft Findings of Fact and SOC, the Consultant would make modifications to these documents and resubmit to RCTC staff for final review.

Upon receipt of RCTC staff final review comments on the Second Administrative Final EIR, the Consultant will incorporate changes into the Final EIR necessary to reflect RCTC comments. The Consultant will provide an electronic version of the Final EIR that can be uploaded to the RCTC website and CEQASubmit.

As part of this task, the Consultant will also prepare the Draft Notice of Determination (NOD) for filing with the State Clearinghouse and County Clerk's office after Project approval.

#### **Assumptions**

- For purposes of this scope, the Consultant assumes up to 100 public comments will be received during the public review period that require a response to comments. Depending on the number of comment letters received during the public review period, the level of effort to address comment

letters will be discussed with RCTC staff once the public review period closes to determine if the original budget estimate is adequate.

- RCTC will post the Final EIR and NOD to CEQASubmit.
- Consultant will post the NOD at the Riverside and San Bernardino County Clerk’s office.

**Deliverables**

- First Administrative Final EIR including Response to Comments, MMRP, Findings, SOC, and NOD (word and .PDF files).
- Second Administrative Final EIR including Response to Comments, MMRP, Findings, SOC, and NOD (word and .PDF files).
- Final EIR (Word and PDF files).
- Up to 2 hard copies of the Final EIR with appendices.
- NOD (PDF file).

## Task A3 - Engineering

Consultant will conduct preliminary engineering studies of the eastern section of the proposed rail corridor from the City of Colton on the west to the City of Coachella in the east. Design will be advanced to the 25% level in this project phase to support the environmental process and related documentation. The Consultant will perform described research, data collection, coordination, calculations, design engineering, and environmental technical studies to assess the feasibility of the proposed CV Rail Project, evaluate potential environmental impact, and define the project footprint limits extending from Colton to the City of Coachella.

Milepost	Existing Crossing Type	Roadway Name
538.90	Underpass Bridge	S. LA CADENA DR UP
539.60	At-Grade	Private Crossing
539.70	Overhead Bridge	S. MOUNT VERNON AV
539.95	Bridge Over Water	Warm Creek / Lytle Creek Bridge
540.05	Bridge Over Water	Santa Ana River Bridge
540.46	Overhead Bridge	I-10 WB TO I-215 SB OH
540.50	Overhead Bridge	I-215 SB OH
540.54	Overhead Bridge	I-215 NB OH
540.58	Overhead Bridge	I-215 NB TO I-10 EB OH
541.00	Overhead Bridge	HUNTS LANE
541.60	Overhead Bridge	WATERMAN AV
542.50	Overhead Bridge	ANDERSON ST OH
543.60	Overhead Bridge	MOUNTAIN VIEW AV
544.20	Overhead Bridge	BARTON RD OH
544.50	At-Grade	WHITTIER AV
545.38	At-Grade	BEAUMONT AV
546.15	At-Grade / Potentially Separated	SAN TIMOTEO CYN RD

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548.27	At-Grade	ALESSANDRO RD
549.46	At-Grade / Potentially Separated	LIVE OAK CYN RD
550.45	Bridge Over Water	Bridge
551.24	At-Grade	ARMATAGE LN (Private)
551.80	At-Grade	Private Crossing
552.45	At-Grade	Private Crossing
552.90	At-Grade	Private Crossing
553.30	At-Grade	Private Crossing
553.90	At-Grade	Private Crossing
554.70	Bridge Over Water	Bridge
554.92	At-Grade / Potentially Separated	SAN TIMOTEO CYN RD
558.05	At-Grade	PRIVATE RD. XING
559.10	Bridge Over Water	Bridge
559.60	Overhead Bridge	POTRERO BLVD OH
560.30	Bridge Over Water	Bridge
560.50	Bridge Over Water	Bridge
560.60	Bridge Over Water	Bridge
561.30	Overhead Bridge	BEAUMONT (SR 60 WB) OH
561.34	Overhead Bridge	BEAUMONT (SR 60 EB) OH
561.80	At-Grade / Potentially Separated	VIELE AV
562.20	Planned Grade Separation	CALIFORNIA AV
562.40	Overhead Bridge	BEAUMONT AV (SR 79) OH
563.07	Planned Grade Separation	PENNSYLVANIA AV
564.20	Underpass Bridge	HIGHLAND SPRINGS AV UP
566.20	Underpass Bridge	NORTH SUNSET AVENUE
566.83	At-Grade	22ND ST
567.70	Underpass Bridge	EIGHT ST (SR 243)
568.20	At-Grade	SAN GORGONIO AV
568.80	Planned Grade Separation	HARGRAVE ST
571.10	Bridge Over Water	Bridge
571.35	Bridge Over Water	Potrero Creek Bridge
571.40	Bridge Over Water	Bridge
572.55	At-Grade / Potentially Separated	APACHE TRAIL / MORONGO TRAIL
574.03	At-Grade	BROADWAY ST
576.70	Bridge Over Water	Bridge
579.25	Bridge Over Water	Bridge
580.50	Overhead Bridge	PALM SPRINGS (SR 111) SB OH
580.54	Overhead Bridge	PALM SPRINGS (SR 111) NB OH
581.30	Bridge Over Water	Bridge

RCTC - CV Rail PE and Environmental - Scope of Work

582.60	At-Grade	TIPTON RD
582.90	Bridge Over Water	Bridge
583.05	Bridge Over Water	Bridge
583.10	Bridge Over Water	Bridge
583.20	Bridge Over Water	Bridge
583.30	Bridge Over Water	Bridge
584.05	Bridge Over Water	Bridge
584.40	At-Grade	Private Crossing
588.30	Overhead Bridge	INDIAN CANYON DRIVE OH
589.80	Bridge Over Water	Bridge
591.00	Overhead Bridge	PALM DR OH (N. GENE AUTRY TRAIL)
592.20	Bridge Over Water	Bridge
594.60	Overhead Bridge	DATE PALM DR OH
597.70	Overhead Bridge	BOB HOPE DRIVE OH
598.10	Overhead Bridge	RAMON RD OH
599.45	Overhead Bridge	MONTEREY AV OH
601.75	Overhead Bridge	COOK ST OH
605.30	Overhead Bridge	WASHINGTON ST OH
607.60	Overhead Bridge	JEFFERSON ST (INDIO (SR 10) SB OH)
607.60	Overhead Bridge	JEFFERSON ST (INDIO (SR 10) NBOH)
609.00	Bridge Over Water	Whitewater River Bridge
609.70	Overhead Bridge	MONROE ST OH
610.90	Overhead Bridge	JACKSON ST (SR 10) OH
611.40	Overhead Bridge	Golf Center Pkwy (SOUTH INDIO OH)
613.06	Overhead Bridge	DILLON ROAD
614.21	Overhead Bridge	Avenue 50 / 50TH AV
615.48	Overhead Bridge	52ND AVENUE

**Assumptions:**

- A preferred alignment and related rail corridor placement of new third track will be established as part of the 10% design submittal and resubmittal to UP. Revision after selection will be limited to minor revisions (e.g. less than five feet horizontal)
- Computer Aided Design (CADD) Software
  - CADD work for roadway and track will be performed in the UP workspace, employing Bentley Open Roads & Open Rail. Architectural design for the stations will be done in Revit.

## **Task A3.1 - Assessing At-Grade Crossings and Grade Separations**

The consultant will assess existing at-grade crossings along the corridor to determine what modifications may be needed at each to support the addition of a third railroad track. Results will be compiled in a Roadway Crossings Report.

The Roadway Crossings Report will identify and evaluate all roadway crossings within the project limits, including at-grade crossings and potential grade separations, in compliance with California Public Utilities Commission (CPUC) requirements. Key tasks will involve reviewing existing crossing inventory data, conducting field assessments, and analyzing safety, operational, and regulatory considerations for each crossing. The evaluation will consider projected rail service levels, freight operations, and roadway traffic volumes to determine appropriate treatments and improvements.

The report will provide recommendations for crossing upgrades, closures, or grade separation alternatives, supported by conceptual layouts and preliminary cost estimates and a matrix of all crossings, compliance findings, and prioritized improvement strategies to guide design development and regulatory approvals.

The information completed in A2.8.5 - Transportation/Traffic Reporting will be used to assist with preparing the Roadway Crossings Report. Specifically, understanding the safety and demand components of the roadway crossings will help with prioritizing grade separations along the corridor. The team will work with RCTC to finalize criteria to assist with this, but it is anticipated that safety, vehicle demand, and ability for emergency responders to improve response times will be key metrics used in the assessment with the following objectives:

- Inventory existing and proposed roadway crossings along the rail corridor.
- Assess safety, operational, and design considerations for each crossing.
- Determine CPUC compliance and prepare documentation for regulatory approvals.
- Recommend grade separation or crossing improvements where warranted, also considering community or host railroad expectations

Key Tasks include:

### ***Crossing Inventory***

- Identify public and private roadway crossings along the 76-mile alignment.
- Classify crossings by type: at-grade, grade-separated, pedestrian/bicycle, and emergency access.
- Document roadway characteristics (functional classification, traffic volumes, speed limits).

### ***Data Collection***

- Obtain roadway traffic data, crash history, and geometric details for each crossing.
- Gather rail operational data (train speeds, frequency, sight distances).
- Coordinate with local jurisdictions and Caltrans for planned roadway improvements.

### ***CPUC Compliance Review***

- Review CPUC General Orders (GO 26-D, GO 75-D, GO 88-B) for crossing design standards.
- Identify crossings requiring CPUC applications or modifications.
- Prepare CPUC application packages for new or modified crossings.

**Safety and Risk Assessment**

- Evaluate sight distance, warning devices, and approach geometry for each crossing.
- Conduct diagnostic reviews with stakeholders (CPUC, local agencies, rail operator).
- Identify high-risk crossings and prioritize grade separation recommendations.

**Grade Separation Feasibility**

- Perform preliminary engineering analysis for potential grade separations.
- Assess constructability, cost implications, and right-of-way impacts.
- Provide conceptual layouts for recommended grade separations.

**Reporting and Documentation**

Prepare a Roadway Crossings Report summarizing:

- Crossing inventory and classification
- CPUC compliance status
- Safety assessments and mitigation recommendations
- Grade separation feasibility findings
- Include maps, tables, and technical appendices (traffic data, crash history, CPUC forms).

**Assumptions**

- Formal CPUC coordination, filing and GO-88B approvals will occur under a separate contract at a later date, closer to the proposed construction date of the crossings.
- No GO-88B applications are included.
- The following existing at-grade crossings will be assessed:

<b>Milepost</b>	<b>Road Name</b>
539.60	Private Crossing
544.50	WHITTIER AV
545.38	BEAUMONT AV
546.15	SAN TIMOTEO CYN RD
548.27	ALESSANDRO RD
549.46	LIVE OAK CYN RD
551.24	ARMATAGE LN (Private)
551.8	Private Crossing
552.45	Private Crossing
552.90	Private Crossing
553.30	Private Crossing

553.90	Private Crossing
554.92	SAN TIMOTEO CYN RD
558.05	PRIVATE RD. XING
561.80	VIELE AV
562.20	CALIFORNIA AV
563.07	PENNSYLVANIA AV (Future Overpass Bridge)
566.83	22ND ST
568.20	SAN GORGONIO AV
568.80	HARGRAVE ST
572.55	APACHE TRAIL / MORONGO TRAIL
574.03	BROADWAY ST
582.60	TIPTON RD
584.40	Private Crossing

**Deliverables**

- Roadway Crossings Report (Draft and Final)

**Task A3.2 - Culvert Assessment**

The consultant will gather data, perform field reconnaissance, and assess the sizing of existing culverts to determine if upgrades are required. Design positive drainage under the Eastern Section of the rail corridor where the additional tracks are being proposed to prevent flooding and erosion. The following studies/tasks may be required as part of this analysis:

*Collect and Review Data*

The Consultant will review survey data and as-builts to confirm the list of existing cross culverts. Following this review, the consultant will perform site reconnaissance to review the conditions of each culvert as visible in the field at each end. If provided, the consultant will review CCTV notes as well.

*Design Basis Memo*

The Consultant will also develop a memo describing the design criteria for each agency. The memo will note which criteria apply to each cross culvert location, including the more conservative of the criteria where that can be established without site-specific calculations. The Consultant will circulate this memo for comment to the relevant agencies to confirm their criteria and jurisdiction.

*Hydrologic and Hydraulic Calculations*

Following acceptance of that memo, the Consultant will develop hydrologic and hydraulic calculations for each cross culvert. Watersheds will be delineated based on Project survey data where available and publicly available DEMs outside of the survey limits. Peak flow rates will be calculated for each culvert for up to two design events and using up to two methodologies, depending on the applicable criteria at each location. Steady state hydraulic calculations will be performed for each cross culvert for the up to four combined flows using HY-8 or comparable software.

### *Culvert Assessment Report*

Based on the data reviewed, site observations, and results of the hydraulic calculations, the Consultant will prepare recommendations for each culvert. Recommendations are anticipated to include extending the culvert to accommodate the new track, upsizing the culvert for design flows, replacing the culvert, or rehabilitating the culvert.

The Consultant will document the observations, analysis, and recommendations in a Culvert Assessment Report. The report will include the design criteria, hydrologic methodology and results, hydraulic methodology and results, discussion of observations, and recommended improvements. It will include a photo log as an attachment.

### **Assumptions**

- Existing culverts are assumed to be maintained in working condition for the flows tributary to the existent culvert.
- Level of effort assumes up to 85 culvert crossing locations.
- Two Consultant staff at a time will perform the field reconnaissance, which will take up to 40 workdays. Site access will be coordinated by others.
- Coordination meetings with the client and/or partner agencies will last for up to 1 hour each and be attended by up to 2 staff. The Consultant staff will attend up to 85 meetings under this task. All meetings will be remote.
- New cross culvert locations will not be required.
- CCTV, if needed, would be provided by others.
- The Consultant will respond to one round of comments or discussion with each agency on each Draft Deliverable. All comments on a deliverable will be addressed at one time. There will be no comments on Final Deliverables.
- Flow monitoring will not be required.
- Climate change will not be considered in this task.

### **Deliverables**

- Culvert Design Basis Memo (PDF, Draft and Final)
- Culvert Assessment Report (PDF, Draft and Final)

### **Task A3.3 - Traffic Analysis on Adjacent Roads**

See A2.8.5 - Transportation/Traffic Reporting.

### **Task A3.4 - Drainage**

This task documents the preliminary site drainage design, to include technical approach, drainage calculations, and facility sizing. This task is paired with the development of design drainage sheets.

The rail corridor drainage design will be prepared in accordance with Union Pacific Railroad Public Projects Manual, Appendix K – Drainage Criteria and Section 4.5.2 of the Joint BNSF and UPRR Guidelines. These documents establish the requirements for hydrology and hydraulics (H&H) reports,



standard ditch sections, and culvert design. Additional drainage and stormwater quality criteria from Cities and Counties will be applied as applicable, particularly in areas outside the railroad right of way.

Watershed delineations and hydrologic calculations will be based on Project survey within the survey limits and publicly available data sets. Hydraulic calculations for onsite drainage systems will be performed with Hydraflow or an equivalent steady state modeling software. Ditch capacity will be evaluated using Manning's equation, and drainage inlet calculations will be performed using spreadsheet tools in accordance with HEC-22.

Ditches will be designed per Appendix K and Section 4.5.2 criteria (flat-bottom ditches, side slopes, and depth requirements). Floodplain impacts will be evaluated by inspection in this task, with the objective being a design with no adverse changes in base flood elevations. Outfall stabilization concepts (rock slope protection aprons or energy dissipators) and preliminary BMPs for stormwater quality will also be included.

The Consultant will prepare a draft drainage report documenting methods, assumptions, and results. Draft plan sheets with profiles, culvert sections, and conceptual BMPs will be prepared for review.

This task includes the conceptual sizing, siting, and analysis of water quality basins which may be required for water quality and detention purposes. As on-site drainage patterns are developed, outfalls and/or connection to existing stormwater conveyance systems will be located. Basin sizing will be based on local empirical equations or simplified rational method analysis.

### **Assumptions**

- Level of effort assumes up to 50 basins for analysis.
- Hydraulic analyses in this task will only be performed the selected alignment alternative.
- No basins will be sized at the station alternative locations until Part B of this scope of work.
- Assumes no basin routing analysis or modeling is included.
- Coordination meetings with the client and/or partner agencies will last for up to 1 hour each and be attended by up to 2 Consultant staff. The Consultant staff will attend up to 24 meetings with external agencies and 26 bi-weekly meetings with the client under this task. All meetings will be remote.
- The Consultant will respond to one round of comments or discussion with each agency on each Draft Deliverable. All comments on a deliverable will be addressed at one time.
- The culvert assessment task will be completed prior to this task starting.
- Scour, debris loading, and bulking factors will not be evaluated or quantified.
- Up to 2 return interval events (at one design time horizon) will be evaluated for any given system, according to the more restrictive of the UPRR and local agency criteria at the location.
- All hydraulics will be steady state.

### **Deliverables**

- Preliminary Drainage Report (PDF, Draft and Final)

### **Task A3.5 - Adjacent Projects/Development**

For each agency within 500 feet of the rail alignment a record search will be performed for active projects. Additionally, each agency master plan will be requested for streets, pipelines and any other available improvement plans.

#### **Assumptions**

- 10 cities will be polled for active projects
- Only active construction and approved plans will be listed; a secondary list of “in process” projects may also be included.

#### **Deliverables**

- Table of active and planned projects listed by MP and City
- GIS map of planned projects

### **Task A3.6 - Utility Conflicts/Mapping Utilities**

The project area contains multiple existing underground utilities and overhead power and telecommunication lines. Our engineering approach will include a thorough utility review and coordination effort to identify and mitigate potential conflicts early in the design process. This will allow us to optimize the construction phasing, improve sidewalk clearances, and comply with public safety city standards and expectations, while also adhering to utility owner guidelines. To indicate this approach, early planning and coordination are critical.

The early identification and planning for the utility disposition lay the foundation for a successful project outcome. The Consultant applies a proven strategy to address existing utilities, build around our 4 ‘C’s utility framework -- Collect, Confirm, Communicate, and Collaborate:

- 1) Collect and review existing utilities information from as-builts, facilities maps, and through field walks and site visits.
- 2) Confirm utility locations and conflicts through owner outreach. No field utility investigations are included in this preliminary proposal.
- 3) Communicate conflicts to impacted 3rd party utility owners as early as possible and coordinate progress in a Utility Conflict Matrix.
- 4) Collaborate with impacted owners and prepare exhibits maps depicting utilities to remain, utilities to protect via casing installation or concrete encasements and utility relocations.

Following this strategy, our approach is to maintain the existing utilities in-place and not relocate where possible by working with each utility owner to understand their design / relocation requirements by maintaining an up-to-date Utility Conflict Matrix (UCM).

The UCM summarizes the impacts with the following information: Utility size, owner, material, utility location, permit, easement, or service agreement number, utility disposition (relocation [temporary or permanent], protection-in-place or abandonment), encroachment type, and party responsible for the utility disposition. This matrix can be prepared as a simple spreadsheet or can be integrated into an application, a dynamic project dashboard—a centralized, user-friendly platform accessible to the full

project team. With just a click, stakeholders will have real-time access to critical utility data, empowering informed, timely decisions throughout design and construction. This application can be prepared as additional services prior to authorization from client. Several exhibits and plans are prepared in combination with the UCM to graphically depict the utilities impacts on the project.

Special care is taken to locate, protect in place, and maintain access to any fiber optic hub that may be affected by the project, minimizing the need to relocate.

Those owners with a disposition to relocation, the Consultant will work with the respective Utility Owners to develop relocation concepts based on the City and utility owner requirements and utility owner standards. In addition to plan preparation, HDR will assist the Utility Owners in identifying feasible relocation corridors. Based on the utility conflicts identified and our experience, the Consultant will contact and meet with each utility company to verify the utilities have been plotted correctly, obtain the utility companies' requirements for relocation, protecting in-place, and potholing. The utility information will then be utilized to develop roll plans with conceptual utilities maps (roll plots) to include Utilities to remain "as is", Utilities to be protected in place with casings or concrete encasements, utility relocation concepts and standard details.

The Identification of utilities requiring early relocation will be critical to clear construction areas of conflicts and help expedite the project into construction.

Lastly, the mapped existing utilities get exported to a "kmz" file so it can be viewed in aerial mode in applications such as Google Earth.

### **Assumptions**

- 23 Utility Companies, 4 meetings per company, 2 hours per meeting for 2 staff
- 10 hours per company for supervision
- 400 scale roll plots for a total of 64 roll plots
- Meetings and coordination with a maximum of 23 public & private utilities owners.
- No field investigation, utility mark out or potholing is included in this preliminary proposal.
- One Site visit is included, one week in duration for 3 staff

### **Deliverables**

- Roll plots at 400 scale
- Utility Conflict Matrix (UCM) one utility conflict per sheet
- Kmz file of existing utilities

## **Task A3.7 - Other Engineering Technical Studies and Reports**

### **A3.7.1 - Basis of Design Report**

Develop a Basis of Design (BOD) document for the scope elements included in the Scope of Work. The BOD will present and define the project, decisions, assumptions, specifications, performance requirements, design requirements and standards used to develop the design and construction

documents for the project. the Consultant will identify and provide justification for potential design deviations needed for the project.

The BOD will be the first step of the design process and will be a living document with appropriate version/document control. Subsequent changes or variations to the requirements contained within the approved BOD will be documented and submitted to RCTC for additional review and approval.

The Consultant will control and distribute the current copy of the BOD to the design team involved in the design, so that the requirements for design are documented and clearly understood. Records of design verification produced during design QA/QC activities will be cross-referenced to the applicable design requirement in the BOD.

### **Assumptions**

- The previously completed Service Development Plan basis of design elements will serve as the foundation of this Basis of Design. The task will primarily confirm those elements.

### **Deliverables**

- Draft and Final Basis of Design Report

#### **A3.7.2 - Station Report**

The consultant will prepare a comprehensive station report documenting design criteria across key disciplines, including architecture, fire and life safety, structural, mechanical, electrical, and plumbing systems. The report will also define values critical to RCTC - such as maintainability, project specific Crime Prevention Through Environmental Design Principals (CPTED), and brand identity - aligning with project objectives.

The Consultant will lead the development of comprehensive system-wide design guidelines to establish a consistent and cohesive approach across all stations. This initiative will define common componentry, create a standardized kit-of-parts, and coordinate potential manufacturers engagement to encourage quality and uniformity.

The initiation phase will include site visits, stakeholder interviews, and an evaluation of maintenance practices informed by industry best practices and lessons learned. Strategies will be developed to enhance maintainability and support future asset renewal.

A key focus will be on user journeys and passenger-centered design. By analyzing passenger needs and touchpoints, the guidelines will leverage prefabrication to improve constructability and create a unified design language. This process will establish both performance and aspirational criteria for critical passenger zones, including ticketing, information, vertical circulation, waiting areas, circulation paths, drop-off/pick-up points, and station aprons that re visible, predictable and provide a positive presence on stations precincts.

The guidelines will also promote commonality through a practical, cost-effective family of solutions for all public-facing station areas—such as platforms, entry plazas, overpasses, and information dashboards—while exploring opportunities for integrating public art, advertising, passenger information

systems, and other amenities. This holistic approach will help design stations that are functional, maintainable, and welcoming, while reflecting a coherent design vision.

### **Assumptions**

- Three (3) in person workshops
- Virtual Stakeholder Interviews

### **Deliverables**

- Draft Development of the Station Design criteria report
- Final Development of the Station Design criteria report

#### **A3.7.3 - Geotechnical Report**

Our Geotechnical approach for engineering activities includes planning level geotechnical evaluation of subsurface and geologic conditions to identify geologic/geotechnical constraints and seismic hazards that could affect project feasibility, environmental impacts and project design development. The objective is to provide understanding of geological and soil-related issues to support alternative evaluation and environmental decision making and is not to perform detailed final design analyses. Our methodology combines review of existing data (desktop study), performing as-needed geotechnical field exploration, evaluating geological/geotechnical hazards and developing conceptual and preliminary geotechnical recommendations for the various project element along the corridor.

Our geotechnical scope of work is expected to consist of the following tasks:

- **Permits**: Prepare a geotechnical exploration/work plan for the proposed geotechnical investigation and obtain the encroachment permit from the local agencies and Right of Entry permit from UP Railroad for temporary use of railroad property to perform limited borings near anticipated structure locations.
- **Utility Clearance**: Premark the proposed boring locations and contact Underground Service Alert (USA) for utility clearance including UP Railroad Manager for Signal Maintenance and UP Railroad Telecommunications for Call Before U Dig (CBUD) utility clearance. In addition, each proposed boring location will be cleared for utilities using geophysical techniques.
- **UP Railroad 3<sup>rd</sup> Party Flagger and Observer**: Where required by Right of Entry agreement, we will coordinate field work with UP Railroad approved third party provider for flagging and observing on the days of drilling.
- **Field Exploration**: Perform a subsurface exploration consisting of drilling, logging, and sampling a total of thirty three (33) hollow-stem auger borings for bridges, retaining walls, and track alignment. Borings will be drilled utilizing a truck-mounted drill rig to a depth of 30-100 feet below the existing grade or refusal whichever is shallower. The borings will be logged by a member of our technical staff. Representative soil samples will be collected from the borings and transported to laboratory for testing. The boreholes will be backfilled with soil cement mix. Excess cuttings will be collected in DOT approved 55-gallon drums disposed off-site and/or spread evenly on-site.

RCTC - CV Rail PE and Environmental - Scope of Work

<b>Milepost</b>	<b>Existing Crossing Type</b>	<b>Roadway Name</b>	<b>Proposed Number of Borings and Depth (feet)</b>
538.90	Underpass Bridge	S. LA CADENA DR UP	0
539.60	At-Grade	Private Crossing	0
539.70	Overhead Bridge	S. MOUNT VERNON AV	0
539.95	Bridge Over Water	Warm Creek / Lytle Creek Bridge	0
540.05	Bridge Over Water	Santa Ana River Bridge	1 – 100 ft
540.46	Overhead Bridge	I-10 WB TO I-215 SB OH	0
540.50	Overhead Bridge	I-215 SB OH	0
540.54	Overhead Bridge	I-215 NB OH	0
540.58	Overhead Bridge	I-215 NB TO I-10 EB OH	0
541.00	Overhead Bridge	HUNTS LANE	0
541.60	Overhead Bridge	WATERMAN AV	0
542.50	Overhead Bridge	ANDERSON ST OH	1 – 80 ft
543.60	Overhead Bridge	MOUNTAIN VIEW AV	0
544.20	Overhead Bridge	BARTON RD OH	0
544.50	At-Grade	WHITTIER AV	0
545.38	At-Grade	BEAUMONT AV	0
546.15	At-Grade / Potentially Separated	SAN TIMOTEO CYN RD	2 – 100 ft
548.27	At-Grade	ALESSANDRO RD	0
549.46	At-Grade / Potentially Separated	LIVE OAK CYN RD	1 – 100 ft
550.45	Bridge Over Water	Bridge	1 – 80 ft
551.24	At-Grade	ARMATAGE LN (Private)	0
551.80	At-Grade	Private Crossing	0
552.45	At-Grade	Private Crossing	0
552.90	At-Grade	Private Crossing	0
553.30	At-Grade	Private Crossing	0
553.90	At-Grade	Private Crossing	0
554.70	Bridge Over Water	Bridge	1 – 100 ft
554.92	At-Grade / Potentially Separated	SAN TIMOTEO CYN RD	1 – 100 ft
558.05	At-Grade	PRIVATE RD. XING	1 – 60 ft
559.10	Bridge Over Water	Bridge	1 – 100 ft
559.60	Overhead Bridge	POTRERO BLVD OH	1 – 80 ft
560.30	Bridge Over Water	Bridge	1 – 80 ft
560.50	Bridge Over Water	Bridge	1 – 80 ft
560.60	Bridge Over Water	Bridge	1- 80 ft
561.30	Overhead Bridge	BEAUMONT (SR 60 WB) OH	1 – 80 ft
561.34	Overhead Bridge	BEAUMONT (SR 60 EB) OH	0

RCTC - CV Rail PE and Environmental - Scope of Work

<b>Milepost</b>	<b>Existing Crossing Type</b>	<b>Roadway Name</b>	<b>Proposed Number of Borings and Depth (feet)</b>
561.80	At-Grade / Potentially Separated	VIELE AV	1 – 80 ft
562.20	Planned Grade Separation	CALIFORNIA AV	1 – 80 ft
562.40	Overhead Bridge	BEAUMONT AV (SR 79) OH	0
563.07	Planned Grade Separation	PENNSYLVANIA AV	1 – 80 ft
564.20	Underpass Bridge	HIGHLAND SPRINGS AV UP	1 – 80 ft
566.20	Underpass Bridge	NORTH SUNSET AVENUE	0
566.83	At-Grade	22ND ST	0
567.70	Underpass Bridge	EIGHT ST (SR 243)	1 – 80 ft
568.20	At-Grade	SAN GORGONIO AV	0
568.80	Planned Grade Separation	HARGRAVE ST	1 – 80 ft
571.10	Bridge Over Water	Bridge	1 – 60 ft
571.35	Bridge Over Water	Potrero Creek Bridge	1 – 80 ft
571.40	Bridge Over Water	Bridge	1 – 60 ft
572.55	At-Grade / Potentially Separated	APACHE TRAIL / MORONGO TRAIL	1 – 80 ft
574.03	At-Grade	BROADWAY ST	0
576.70	Bridge Over Water	Bridge	1 – 60 ft
579.25	Bridge Over Water	Bridge	1 – 60 ft
580.50	Overhead Bridge	PALM SPRINGS (SR 111) SB OH	0
580.54	Overhead Bridge	PALM SPRINGS (SR 111) NB OH	0
581.30	Bridge Over Water	Bridge	1 – 60 ft
582.60	At-Grade	TIPTON RD	0
582.90	Bridge Over Water	Bridge	1 – 80 ft
583.05	Bridge Over Water	Bridge	0
583.10	Bridge Over Water	Bridge	1 – 80 ft
583.20	Bridge Over Water	Bridge	0
583.30	Bridge Over Water	Bridge	1 – 60 ft
584.05	Bridge Over Water	Bridge	
584.40	At-Grade	Private Crossing	0
588.30	Overhead Bridge	INDIAN CANYON DRIVE OH	0
589.80	Bridge Over Water	Bridge	1 – 60 ft
591.00	Overhead Bridge	PALM DR OH (N. GENE AUTRY TRAIL)	0
592.20	Bridge Over Water	Bridge	
594.60	Overhead Bridge	DATE PALM DR OH	0
597.70	Overhead Bridge	BOB HOPE DRIVE OH	0

Milepost	Existing Crossing Type	Roadway Name	Proposed Number of Borings and Depth (feet)
598.10	Overhead Bridge	RAMON RD OH	0
599.45	Overhead Bridge	MONTEREY AV OH	0
601.75	Overhead Bridge	COOK ST OH	0
605.30	Overhead Bridge	WASHINGTON ST OH	0
607.60	Overhead Bridge	JEFFERSON ST (INDIO (SR 10) SB OH)	0
607.60	Overhead Bridge	JEFFERSON ST (INDIO (SR 10) NBOH)	0
609.00	Bridge Over Water	Whitewater River Bridge	1 -80 ft
609.70	Overhead Bridge	MONROE ST OH	0
610.90	Overhead Bridge	JACKSON ST (SR 10) OH	0
611.40	Overhead Bridge	Golf Center Pkwy (SOUTH INDIO OH)	0
613.06	Overhead Bridge	DILLON ROAD	0
614.21	Overhead Bridge	Avenue 50 / 50TH AV	0
615.48	Overhead Bridge	52ND AVENUE	0

- **Laboratory Testing:** Perform laboratory testing on selected soil samples to estimate the engineering properties of the subsurface soils, including in-situ dry density and moisture content, grain-size analysis, Atterberg Limits, shear strength, consolidation/hydro-collapse potential, and corrosion suite.
- **Geophysical Survey:** Perform *five (5)* Refraction Microtremor (ReMi) survey (seismic surface wave method) to develop a shear wave velocity profile to depths of up to 100 feet ( $V_{s30}$ ).  $V_{s30}$  will be used to identify soil site class and in development of design acceleration response spectrum for use in structural design.
- **Structures Preliminary Geotechnical Report (SPGR):** Prepare one segment-specific SPGR summarizing known subsurface conditions based on our review of existing data and regional geology maps. We will identify anticipated subsurface conditions, anticipated depth to groundwater, and potential geotechnical, geologic and seismic hazards and preliminary Acceleration Response Spectrum (ARS) for each segment.
- **Preliminary Foundation Reports (PFR):** Prepare one segment-specific PFR by updating information provided in the SPGR. We will include the results of preliminary geotechnical explorations and a discussion of the preliminary geotechnical analyses conducted to address structure design. The PFRs will generally build on information and data gathered at previous stages of the project and provide preliminary geotechnical recommendations for 25% design.
- **Fault Rupture Study:** The purpose of this study is to evaluate potential for surface fault rupture hazard for the new bridge crossing Santa Ana River west of I-10 and I-215 connector bridges. Review of Alquist-Priolo Map indicates presence of an unnamed fault's potential splays of San Jacinto fault underlie the new bridge structure. We will review Caltrans evaluation of fault rupture potential for the Colton-Loma Londa yard overheads and perform surface fault rupture hazard assessment. Results will be used to determine whether a fault-rupture hazard exists,



determine whether further detailed study is needed (trenching or geophysical testing or borings/CPTs) during future design phases.

- Conceptual and Preliminary Geotechnical Design Reports: Prepare a segment specific Geotechnical Engineering Design Reports addressing existing bridge structures, potential retaining structures, stations, culverts, track sections and subgrade preparation. We will include results of preliminary geotechnical explorations.

### **Assumptions**

- This project is subject to the Prevailing Wage Law.
- Our field exploration can be performed during daylight hours on weekdays.
- Our scope does not include infiltration testing for use in the design of water quality best management practice (BMP). However, infiltration testing can be provided upon request at an additional cost.
- Our scope includes one SPGR per segment and one PFR per segment for new bridge structures; one GDR per segment and one Surface Fault Rupture memorandum for the entire project alignment. A total of three segments is considered for project alignment.
- Proposed geotechnical exploration is to address geological and geotechnical conditions up to preliminary level design. Project element specific geotechnical exploration and evaluation are required to address final design.
- Available underground utility information will be provided to us prior to field exploration. As required by the state of California, we will also notify Underground Service Alert of the locations of our planned explorations prior to drilling. We will take precautions to avoid utilities; however, despite reasonable efforts, there are inherent risks to utility damage from drilling. We cannot assume responsibility for the inherent risks if the utilities are not accurately marked at the site. Our proposal does not include costs or other provisions for utility repairs.
- Assumes 45 days of flagging services for marking of borings, geophysical, and drilling of borings within UPRR ROW. Flagging and permitting fees will be paid by RCTC.
- Excess cuttings will be spread evenly on-site. Wet and/or drilling mud will be collected in DOT approved 55-gallon drums and dispose offsite.
- Proposed number of borings and anticipated boring depths may be adjusted based on coordination and discussions with the design team and/or changes in design elements.
- UP Railroad permit fees and any required third-party railroad flagging, inspection or observation services are excluded from the proposed scope of work and fee.
- Encroachment permits from Caltrans and/or other agencies are not included in this scope of services. Fees for any encroachment permits necessary to enter the site and perform filed activities to be paid by RCTC.
- For structures with no proposed borings, existing available geotechnical data/geology maps, log of test borings from Caltrans or UP Railroad will be used to evaluate subsurface conditions.
- Draft reports will be updated to address one round of review comments after which the reports will be finalized and submitted.
- Preparation of standalone structure-specific geotechnical reports for existing bridges under Caltrans' jurisdiction is not anticipated and as such not included in this scope of work and fees.
- Borings will be drilled within the railroad ROW. As such, roadway traffic control services are not included in this scope of work and fees.

- Field exploration for station locations is excluded; subsurface conditions for stations will be based on review of available geotechnical data, geologic mapping and borings drilled for nearby bridge structures.
- Identification, handling, and treatment of materials that need to be environmentally addressed are beyond the scope of our geotechnical engineering services. If such materials are encountered, we will notify you immediately and a proposal for the handling of such materials will be submitted upon request.

### **Deliverables**

- Structures Preliminary Geotechnical Reports (Draft and Final)
- Preliminary Foundation Reports (Draft and Final)
- Preliminary Geotechnical Design Reports (Draft and Final)
- Surface Fault Rupture Memorandum (Draft and Final)

#### **A3.7.4 - Existing Structures Report (Bridges, Culverts)**

Consultant will gather data, perform field reconnaissance, and verify the type, size and location for existing bridges, overhead structures, major culverts, retaining walls, and drainage channel grade control structures.

The Consultant will review available information, including survey data and as-builts to confirm the list of existing structures. Following this review, Consultant will perform site reconnaissance to review the conditions of each structure as accessible in the field. Notes about conditions, topography, property boundaries, utilities and other key aspects of each site will be made to inform the evaluation.

Based on the data reviewed, site observations, and coordination with the design team, Consultant will prepare recommendations for each structure. Recommendations are anticipated to include new separate structures to accommodate the new track, widening existing bridges, complete replacement, modifications such as the addition of retaining walls and/or pier protection walls or repair and strengthening as appropriate.

Consultant will document the observations, analysis, and recommendations in a Structures Assessment Report. The report will include a discussion of observations and recommended improvements. It will include a photo log as an attachment.

### **Assumptions**

- Existing structures are assumed to be maintained in working condition.
- Assumes 32 overhead bridge locations, 4 underpass bridge locations over roadways, 23 bridges over waterways, and 6 major culverts.
- Site access field reconnaissance will be provided.
- New cross culvert locations will not be required.
- CCTV and flow monitoring will not be required.
- Climate change will not be considered.

### **Deliverables**

- Structures Assessment Report (Draft and Final)

#### **A3.7.5 - Advanced Planning Study**

Consultant will develop preliminary designs for each bridge, i.e. underpass structure (railroad bridge), overhead structure (roadway bridge), and bridge over waterway (railroad bridge) in coordination with local jurisdictions to address the design at each location. The bridges will be either widenings or new structures. The existing bridges to be widened will be assessed to identify potential deficiencies.

Consultant will prepare an Advanced Planning Study (APS) or 10% Concept Plan for the roadway or railroad bridges, respectively, to identify the type of structure, risks and controlling conditions, assumptions, and cost. Considerations will include span lengths, structure depths, column locations, foundation types, potential seismic retrofits, and scour mitigations. The structure type will be selected with the objective of minimizing environmental impacts, construction time, and cost. The proposed structure will be evaluated in terms of geometry to establish profiles and controlling clearances, site constraints, impacts to utilities, and constructability.

The APS will be developed based on Caltrans' Memo to Designers 1-8 and Caltrans Office of Specially Funded Projects' (OSFP) Information and Procedures Guide. The 10% Concept plans will be developed based on UPRR/BNSF Grade Separation Guidelines Table 3-2 for Underpass Structures. The study will include a bridge General Plan (i.e., plan, elevation, and typical section) and an itemized construction cost estimate for each structure. The roadway bridges will also include a Caltrans Study Checklist.

#### **Assumptions**

- The existing bridges have sufficient load carrying capacity and can accommodate a widening
- Existing crossings to be grade separated will be overhead structures
- Evaluate one structure type per bridge
- The APS for any bridge within the Caltrans right-of-way will be submitted to Caltrans OSFP for review and concurrence
- Does not include retaining walls, pier protection walls, and grade control structures (see A3.7.9 Misc. Structures and Retaining Wall Report)
- Assumes 6 roadway bridges and 27 railroad bridges as:
  - 6 Recommended grade separations (roadway bridge)
  - 4 Underpass structures (railroad bridge)
  - 23 Bridges over waterways (railroad bridge)

#### **Deliverables**

- Bridge General Plan and construction cost estimate for each structure.
- Caltrans Study Checklist for the roadway bridges

#### **A3.7.6 - Right of Way Report**

Consultant will coordinate with the design team to identify potential right-of-way acquisitions resulting from proposed design alternatives. Additionally, consultant will provide information about existing conditions including property boundaries, ownership, zoning, land use and tenants as needed to

support the project's design. This will help the design team identify and potentially avoid costly or long-lead acquisitions and generally minimize impacts to existing uses.

Based on previous alignment studies, it is assumed that additional right of way may be required for grade crossings, existing under/overpasses, new bridges, station sites, appurtenances, and expanded/realigned track throughout the corridor. The following is a description of the steps the consultant will take to evaluate right-of-way impacts and estimate costs:

- Perform a GIS analysis to determine properties potentially affected by the alignment data prepared by the design team
- Use publicly available data and other real estate resources to determine the ownership, land use, zoning, lot size, and improvements for each affected property
- Calculate the fee and/or easement area that will need to be acquired for each impacted property using design data and assessor boundary information
- Perform a desktop inspection of properties to confirm the probable acquisition type (full, partial, temporary, etc.) including identifying existing uses to be relocated.
- Estimate the total capital cost of acquisition for all parcels including real estate costs, relocation assistance, severance damages, loss of goodwill, fixtures and equipment, demolition and clearance
- Estimate the total support cost for all parcels including appraisal fees, condemnation costs, title and escrow fees, environmental fees, and consultant fees as necessary
- Escalate costs to anticipated right of way acquisition date
- Prepare a draft right of way requirements report detailing the required property and rights, as well as the estimated cost of acquisition
- Update and finalize the Right of Way Requirements Report based on comments from the design team and RCTC

Right of Way information gathered during preparation of the cost estimate will also be used to supply information for the design report as needed.

### **Assumptions**

- Cost estimates will be prepared for a single design alternative
- Design team will provide new proposed R/W limits (permanent and temporary) in ArcGIS Shapefile or CAD format as well as PDF R/W drawings
- Design and environmental teams will be available to review proposed right of way and answer questions about potential impacts
- Updates to cost estimates based on mid-stream design changes necessitating rework will require a contract amendment

### **Deliverables**

- Draft and Final Right of Way Requirements Report
- Right of Way Cost Estimate

**A3.7.7 - Utilities Report and Matrix (See section A.3.6 for additional information)**

Consultant will identify existing underground and overhead utilities that may interfere with rail construction. The following studies/tasks may be required as part of this analysis:

- GIS mapping & field visits to locate underground utilities
- Coordination with utility providers to identify utilities. Request utility plans from corridor utility owners
- Determine need to relocate or construct utilities to support project
- Develop Utility Matrix

**Deliverables**

- Utility Conflict Matrix and coordination report (Draft and Final)

**A3.7.8 - Rail Systems Facilities Report**

**Facility Programming and Space Needs Identification**

*Data Collection and Vehicle Confirmation*

- Distribute programming questionnaires, discuss the programming process, and address issues to support effective participation by key staff
- Tour existing Client facilities to gain an understanding of current operating philosophies and conditions
- Conduct programming interviews with key Client staff to stimulate dialogue relating to projections at 5-year, 10-year, and 20-year milestones for staff and vehicle, office, shop, and storage space requirements, as well as general operating practices. Confirm fleet vehicle quantities and types, including storage requirements and service needs.

**Deliverables**

- Programming Questionnaires

*Space Needs Identification*

- Address functional areas to be located at the facility
- Develop space program requirements for the facility based on information and projections developed as part of the data collection effort
- Establish space standards for offices, repair bays, and support spaces
- Determine number of vehicle repair bays based on industry standards and client-specific factors
- Determine shop, storage, and parking requirements based on function and operational needs, while identifying clearance requirements throughout the facility
- Establish net to gross factors for each functional area of the facility.

**Deliverables**

- Preliminary Space Needs Program (delivered electronically via PDF)

### Site Selection and Test Fits

#### *Establish Site Evaluation Criteria*

- Identify the potential site evaluation criteria and review them during a site evaluation workshop with Client, including identifying the importance and/or weight of each criterion.

#### *Site Data Collection*

- Tour sites by visiting and photographing each of the potential sites to become generally familiar with the sites and their surroundings.
- Assist Client with the collection of various available data and/or documents for each site (up to three locations), including property survey, aerial photos, zoning information, ownership information, and utility sizes, locations, and capacities.

#### *Site Analysis and Evaluation*

- Analyze the various site data and evaluate each site according to the agreed criteria and weighting. The evaluation will be presented in a matrix format.
- Participate in a workshop to review the site evaluation matrix with Client, and eliminate sites based on the criteria until the preferred site is identified.

#### *Finalize Site Selection*

- Make a recommendation to Client about the preferred site based on data collected, visual assessment, analysis of site criteria, and evaluation of prioritized considerations.

### Deliverables

- Working Paper 1 (Site Selection Report) including:
  - Site Selection Criteria
  - Site Data Sheets
  - Site Evaluation Matrix

### Master Plan / Conceptual Design

#### *Objective*

Confirm that the functional requirements, including circulation and proximity relationships, are appropriately addressed in the Conceptual Design.

#### *Work Elements*

### *Site Master Plan Charrette*

- Participate in an on-site design charrette working directly with the Design Team and Client to develop three alternatives for the preferred site configuration and general building design. During this on-site process, alternatives will be reviewed by Client staff. Based on review comments, selected alternatives will be refined and re-presented for review. A final review meeting will result in a selected Master Plan and Conceptual Design.
- Identify potential alternatives to meet the requirements established in the previous task.
- Site issues addressed will include:
  - Developing circulation patterns for vehicles, materials and personnel that will provide an efficient, cost effective, and safe facility operation.
  - Developing ingress and egress routes, for safety, security and vehicular and pedestrian paths on and off the site.
  - Establishing site area relationships including administration, operations, maintenance, and employee, delivery, and visitor parking.

### *Conceptual Design Charrette (if required)*

- Identify potential alternatives to meet the requirements established during the Site Master Plan Charrette.
- Participate in an on-site design charrette working directly with the Design Team and Client to develop conceptual building floor plans. During this on-site process, alternatives will be reviewed by Client staff. Based on review comments, selected alternatives will be refined and re-presented for review. A final review meeting will result in selected Conceptual Building Floor Plans.
- Facility issues addressed will include:
  - Developing circulation patterns for equipment, materials, and personnel within the buildings and evaluating their relation to site circulation patterns.
  - Establishing functional area relationships both between departments and between workstations within the departments. Primary considerations to be industrial workflow, supervision, and safety.
  - Reviewing architectural design for functional response to program and adherence to approved facility concept.

### *Master Plan Report*

- Prepare a design report that documents the design charrette process, identifies the criteria for site and building requirements, and includes an estimate of design and construction costs based on the Master Plan and Conceptual Floor Plans. The paper will be distributed to the Design Team and key staff with Client for review. The paper will include the following narratives:
  - Design Charrette - Presents a summary of the on-site sessions to develop a site master plan and conceptual floor plans for the Layover Facility. A description of the process, concepts that were developed, and resulting comments and discussions are presented.

- Design Narrative - Presents planning and design criteria for the Layover Facility. The design narrative will identify preliminary functional requirements for building systems including architectural, civil, structural, equipment, mechanical, electrical, and plumbing.

### **Deliverables**

- Working Paper 2 (Master Plan Report) including:
  - Design Charrette Outcomes
  - Functional and Equipment Design Narrative
  - Update the previously developed preliminary design report, including the comments from the Design Team and Client.

### **A3.7.9 - Misc. Structures and Retaining Wall Report**

Consultant will develop a preliminary design for retaining walls and other miscellaneous structures (pier protection walls at bridge columns and grade control structures).

Consultant will prepare an APS in accordance to Caltrans' Memo to Designers 1-8 and Caltrans OSFP Information and Procedures Guide for the retaining walls and pier protection walls modifying Caltrans or municipal roadway bridges. For all other structures, the Consultant will prepare a 10% concept design to establish project geometry, environmental impacts, and construction time and cost.

### **Assumptions**

- Miscellaneous structures not listed are not included in the scope of work.
- The 10% design for the retaining walls and miscellaneous structures not affecting Caltrans or municipal roadway bridges will be developed to establish type, geometric profile, and limits in plan.
- If multiple modifications affect a Caltrans or municipal roadway bridge, they will be combined together in one single report for the bridge affected
- The APS for the modified Caltrans bridges will be submitted to Caltrans OSFP for review and concurrence
- Assumes 10 retaining walls supporting railroad embankments
- Assumes 24 retaining walls supporting roadway embankments (retaining walls at the approaches to the 6 recommended grade separations)
- Assumes a pier protection wall or a retaining wall in front of the bridge abutment for the 32 Caltrans or municipal roadway bridges
- Assumes 8 grade control structures

### **Deliverables**

- Miscellaneous Structures and Retaining Wall Report identifying location of structures, type, length, maximum height, and cost (develop as cost per linear feet or square feet)
- General Plan, checklist, and construction cost estimate for each Caltrans bridge being affected by retaining walls and/or pier protection walls



### **A3.7.10 - Constructability Report**

The consultant will develop a Constructability Report to support 25% design and environmental clearance. The report will evaluate practical construction considerations and minimizing disruption to existing operations. Key activities include reviewing preliminary design concepts, assessing corridor conditions through field visits, construction phasing and traffic handling concepts, and analyzing construction sequencing options, staging areas, and safety requirements. The analysis will also consider potential conflicts with existing infrastructure, grade crossings, and environmental constraints identified in prior studies.

The report will provide recommendations on construction phasing, work windows, and risk mitigation strategies, supported by preliminary cost and schedule implications and will provide a comprehensive summary of risks and recommendations to guide design development and implementation planning.

#### **Deliverables**

- Constructability Report (Draft and Final)

### **A3.7.11 - Roadway Crossings Report**

See Task A3.1 - Assessing At-Grade Crossings and Grade Separations

### **A3.7.12 - Hydrology and Hydraulics Report**

This report will document the hydrology and hydraulic analyses conducted or utilized for informing design and permitting of proposed rail bridge structures, as well as other regional scale drainage conditions potentially encroached by the project. proposed and basis for design.

*Existing Data Acquisition.* The purpose of this effort is to develop an understanding of the agencies with jurisdiction over hydrology and hydraulic efforts related to new bridge crossings. This will serve to allow the technical approach for the bridge H&H, bridge by bridge, is well informed by availability of existing hydrology and hydraulic analyses/models, understands jurisdictional criteria and guidance and is aware of future drainage designs and plans. Appropriate agencies will be contacted to collect available data including hydrology, hydraulic modeling, as-built records, drainage master plans and historical topographic maps, and flood records. Site visits to the existing bridge are included.

*Existing Corridor Hydrology and Hydraulics Modeling.* The purpose of conducting hydrologic analysis is to determine the peak expected discharges at the proposed bridge locations. Some locations will have prior established design discharge information from as-builts, FEMA study, local agency study or drainage plans, or other sources. The use of available data will be considered location by location. For bridge locations without established discharge data, it is assumed that HEC-HMS hydrologic modeling will be employed using the NRCS curve number method and NOAA Atlas 14 precipitation data to determine the 50- and 100-year discharge to support compliance with UPRR rail bridge hydraulic design criteria.

Hydraulic analysis will be completed for each proposed waterway crossing bridge structure. The purpose of conducting a hydraulic analysis is to evaluate existing conditions (structure hydraulic opening, upstream and downstream water surface elevation/velocity). It is the understanding of the Consultant that this information is to be used by the project for two distinct purposes:

- Inform the sizing and siting of new hydraulic structures, and
- Evaluate a no-change condition for the purposes of environmental review and to minimize the risk of detrimental effects to adjacent properties.

Hydraulic analysis for bridge structures is assumed to be conducting using HEC-RAS 1D or 2D hydraulic modeling. If modeling exists, such as FEMA Effective floodplain models, those models will be employed to support both environmental compliance and design. It is assumed that new models will need to be established at all bridge locations. It is assumed HEC-RAS models are available from the local flood control authorities (San Bernardino County Flood Control District and Coachella Valley Water District) for the major bridges at Santa Ana River and Whitewater River.

Existing conditions hydraulic analysis will be conducted for each structure to determine existing conditions within the ROW and to determine existing facility capacity. For existing analysis each structure will be modeled with the 50-year, 100-year, and capacity flow (as defined by the 50-year soffit and 100-year subgrade criteria). Modeling will be based upon readily available terrain data and structure opening geometries will be based upon as-built records, survey data, or hand measurements.

Proposed condition Post-Project hydraulic modeling will be conducted at each structure to provide a comparison with existing condition hydraulics, provide comparison with UPRR hydraulic criteria, to inform scour analyses, and to develop a design that does not increase flood risks or disrupt natural water flow. Additionally, the proposed condition hydraulic modeling will inform the need and approach to mitigating effects on FEMA designated flood zones. While no FEMA compliance is included in this scope of work, the modeling approach will be conducted with that end in mind. Bridge design is typically an iterative process with a multi-disciplinary team. As such, the Consultant expects to conduct hydraulic condition modeling for up three proposed structure configurations at each identified facility. Additionally, there are other locations requiring floodplain hydraulic model which are not associated with a bridge crossing. These are in the Palm Springs area, where several FEMA Zone A floodplains cross or abut the current UPRR corridor. Modeling will be conducted in these areas to inform future FEMA compliance efforts and to verify the project is not adversely affecting flood conditions.

### **Assumptions**

- Level of effort assumes up to 24 bridge crossing locations.
- Coordination meetings with the client and/or partner agencies will last for up to 1 hour each and be attended by up to 2 Consultant staff. Consultant staff will attend up to 85 meetings under this task. All meetings will be remote.
- New bridge locations will not be required.
- Consultant will respond to one round of comments or discussion with each agency on each Draft Deliverable. All comments on a deliverable will be addressed at one time. There will be no comments on Final Deliverables.
- Flow monitoring will not be required.
- Climate change will not be considered in this task. Debris loading or bulking analysis will not be incorporated into design discharges.
- No FEMA compliance, such as No-Rise Certificates, Elevation Certificates, letters of map revisions, or Physical Map Revision efforts.

- No sediment transport analysis is included in this task. No alluvial fan modeling or sensitivity analysis is included.
- Scour inputs to bridge design will be based on conservative estimates to be confirmed by scour analyses in subsequent project phases.
- Bridge scour countermeasures will be estimated using conservative assumptions for the purposes of informing the project footprint and will be designed in subsequent phases.

### **Deliverables**

- Hydrology and Hydraulics Report (PDF, Draft and Final)

#### **A3.7.13 - Rail Corridor Feasibility Study**

Consultant will coordinate with SDP team to provide documentation needed to support completion of the Service Development plan.

### **Assumptions**

- No new deliverables will be prepared for this task. Data provided will be as prepared under other tasks of this contract.
- Service Development Plan will be prepared and assembled under a separate contract.

#### **Task A3.8 - Conceptual/Preliminary Engineering (up to 30%)**

Consultant will prepare conceptual and preliminary engineering design to support setting the environmental footprint of the project and to support the station location study. Site investigation and initial engineering reports will also be prepared as described in the following subtasks.

Focus of the engineering tasks will be on understanding the project for completion of the environmental clearance of the project. Submittals to UP will advance to a 25% level design package. Other engineering work elements have been streamlined to focus efforts on support of the environmental clearance.

##### **A3.8.1 - Survey and Mapping**

This scope of services is for survey and mapping services for the preliminary engineering design and environmental phase. The project limits as proposed herein is based upon the rail corridor approximately 76 miles of the physical length of existing Union Pacific (UP) railroad right-of-way (RW) commencing at the major railroad junction in the City of Colton and thence easterly to its terminus in Thermal, CA.

A 76-mile GPS-based geodetic control network along the entire 76-mile corridor will be prepared. The purpose of this control network is to provide an integrated coordinate system for the rail corridor on a common horizontal and vertical datum. Control stations will be set at an approximate one-mile interval to provide a backbone control system for future precise RTK-GPS surveying and conventional ground surveys of the right-of-way or design engineering tasks. Control station location and details are included in a control book as described below.

Photogrammetric aerial control targets for the 76-mile corridor will be established. The targets are being set at recommended locations and positions provided. Targets will be tied to the previously prepared

geodetic control network and will be using precise RTK-GPS surveying procedures. Approximately 380 targets are anticipated.

Target location position and elevation data will be depicted on the Survey Control Drawings referenced below.

The Consultant will prepare Survey Control Drawing sheets that will be included in the plan set and at a minimum will show the following:

- Basis of Bearings and Coordinates
- The primary benchmark(s) for the project
- The primary control stations from the overall Coachella corridor network.
- Secondary control stations set for supplemental design surveys.
- The aerial control (HV) targets that were utilized for the aerial mapping for the corridor.
- Rail alignments and stations

Research will be conducted for recorded maps, surveys and field notes with the County of San Bernardino, The County of Riverside and various municipalities that the corridor passes through. Additional research includes Caltrans, the UP-railroad right-of-way maps and records and the State Board of Equalization as required. Preliminary title reports will be reviewed (if provided), with copies of vesting deeds, easements, leases, and other referenced documents as needed or required.

RCTC has identified 6 proposed station locations and 1 layover yard location site. This task will establish by survey the existing parcel lines of these specifically identified parcels. The surveys will be prepared at a preliminary design effort level.

### **Assumptions**

- UPRR Track Charts to be provided
- Railroad Valuation Maps to be provided
- ROE Permits to access the Union Pacific rights-of-way to be provided
- Flagging protection will be provided as needed
- This task will include a right-of-way retracement survey over the length of the project corridor at a preliminary engineering design level and further sub-tasks described below. Note: This is not intended as a full and complete boundary retracement of the right-of-way and is not surveyed at a level to set right-of-way monuments or file a Record of Survey (RS).
- It is mutually understood that the parcel surveys are not intended as a full and complete boundary retracement. If title reports are provided, they can be reviewed, and key easements can be plotted if they are deemed critical.

### **Deliverables**

- Control Notebook: Will contain updated datum descriptions, control monuments, project monuments go-to forms, electronic and hardcopy pictures of the monuments, and final adjusted coordinate and elevation values.
- Control point text file

- Drawing sheets
- Land Net/Right-of-Way Retracement Survey - Delivery of an electronic version of a parcel base DGN file to be delivered to the design engineers
- Supplemental Survey Data Collection - Delivery of both electronic DGN file and a separate text (ASCII) point file to be delivered to the design engineers on a location-by-location basis.
- Aerial and ground Survey (mapping for preliminary engineering available for use).
- Drone Video Survey of the full alignment.

#### **A3.8.2 - Right of Way Exhibits**

The consultant will prepare ROW exhibits that depict potential property impacts along the corridor.

#### **Assumptions**

- Rail corridor right of way linework will be developed on the survey task.
- Parcel lines beyond the rail right of way will be from GIS database, sufficient to show property impacts, but not for preparation of plats and legal description for property acquisition.
- Exhibits will be based on track or grading sheets that already exist within the project documents.
- Exhibits will only be prepared for areas with improvements extending beyond the railroad right of way.

#### **Deliverables**

- Right of Way Exhibits (10 sheets)

#### **A3.8.3 - Track Alignment Plans**

The consultant will advance the third and fourth track horizontal and vertical geometry design and special trackwork to the 25% design level to support and complete the environmental process and related documentation. The design of the tracks will be governed by UP, BNSF, AREMA, and/or Metrolink design standards and requirements including minimum horizontal and vertical clearances. The consultant will develop and prepare design plans for the additional third and fourth tracks and prepare track general, track charts, track geometry tables, demolition plans, track plan and profile (1"=100'), grading cross sections, typical sections, trackwork details and construction phasing plans. Preliminary track design plans along the BNSF corridor will be prepared using the BNSF CAD standards and will be prepared in accordance with the BNSF Public Projects Manual, dated November 2024, available online at: <https://www.bnsf.com/bnsf-resources/pdf/in-the-community/public-projects-manual-mtm.pdf>

Track plans along the UP corridor will be prepared using the UP CAD Standards and UP project plan format. The consultant will develop the preliminary track design plans in accordance with Union Pacific's plan submittal guidelines for public projects dated 01/03/2019 available online at: <https://www.up.com/content/dam/upcom/migration/uprr/customers/industrialdevelopment/operationsspecs/specifications/documents/up-pdf-nativedocs/pdf-up-pub-guidelines.pdf>

In certain locations where tracks are shared between BNSF and UP, and at track ownership change locations, separate track plans will be prepared for BNSF and UP, as required for railroad review.

RCTC - CV Rail PE and Environmental - Scope of Work

The consultant will follow BNSF and UPRR required submissions following the public project checklist for the following design submittals:

- 10% Track Plans - Based on survey and includes detailed horizontal geometry per the UP public project checklist, dated 02/23/2022 (<https://www.up.com/content/dam/upcom/migration/uprr/customers/industrialdevelopment/operationsspecs/specifications/documents/up-pdf-nativedocs/pdf-up-pub-checklist.pdf>), and the Union Pacific Guidelines for Railroad Grade Separation Projects, dated 01/05/2016 ([https://www.up.com/emp/engineering/mapcontent/standards/track%20standard%20drawings/GUIDELINES\\_FOR\\_RAIL\\_SEPARATION\\_PROJECTS.pdf](https://www.up.com/emp/engineering/mapcontent/standards/track%20standard%20drawings/GUIDELINES_FOR_RAIL_SEPARATION_PROJECTS.pdf)). The 10% track plans will identify potential additional right of way needs, permitting, and future tracks. Due to the extensive length and complexity of the project, it is anticipated that one resubmittal of the 10% track plans will be required to incorporate UP and BNSF review comments and advance to the 25% design level.
- 25% Track Plans – Plans include horizontal geometrics, vertical profile designs, typical sections, phasing plans, cross sections, grading details, drainage details, and quantity summary tables. The 25% track plans set is anticipated to include the following sheets:

- **Colton to Beaumont Segment:**

PLAN	NO. SHEETS
Cover Sheet with Vicinity Map	1
Project Index	1
General Notes & Project Contacts	1
Abbreviations & Legend	1
Horizontal Geometry	1
Survey Control and Control Points	4
Overall Project Schematic	1
Quantity Summary	4
Track Alignment Tables	10
Phasing Schematics	18
Demolition Plans	32
Key Map Sheets	6
Track Plan and Profile Sheets (1"=100')	138
Track Typical Sections	14
Drainage Details	56
Culvert Cross Sections	26
Utility Track Plan Sheets	96
Construction Details	22
Track Cross Sections	440
TOTAL	871

- **Beaumont to Palm Springs Segment:**

PLAN	NO. SHEETS
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RCTC - CV Rail PE and Environmental - Scope of Work

Survey Control and Control Points	4
Overall Project Schematic	1
Quantity Summary	4
Track Alignment Tables	8
Phasing Schematics	30
Demolition Plans	20
Key Map Sheets	6
Track Plan and Profile Sheets (1"=100')	95
Track Typical Sections	8
Drainage Details	48
Culvert Cross Sections	20
Utility Track Plan Sheets	48
Construction Details	16
Track Cross Sections	370
TOTAL	678

○ **Palm Springs to Coachella Segment:**

PLAN	NO. SHEETS
Survey Control and Control Points	5
Overall Project Schematic	1
Quantity Summary	4
Track Alignment Tables	10
Phasing Schematics	20
Demolition Plans	20
Key Map Sheets	11
Track Plan and Profile Sheets (1"=100')	150
Track Typical Sections	15
Drainage Details	40
Culvert Cross Sections	13
Utility Track Plan Sheets	30
Construction Details	15
Track Cross Sections	450
TOTAL	784

**Assumptions**

- Existing track can remain in place though track shifts or realignments in station areas may be required to accommodate placement of center platforms or intertrack fence.
- Mainline stationing and Mileposts will coincide with UP and BNSF VAL map data provided by UP and BNSF.

- Plans will be drafted using current UP and BNSF CAD standards.
- Virtual coordination meetings will be conducted once every two weeks to coordinate track engineering with BNSF and UP. Additional meetings will be held as needed to discuss critical track alignment and track design items.
- One (1) resubmittal is anticipated at 10% milestone
- Resubmittal of the 25% set is not included.
- 25% site walk and 30% plan submittal is not included.

### **Deliverables**

- 10% Track Plans and one (1) resubmittal of 10% track plans incorporating comments from UP and BNSF
- 25% Track Plans

#### **A3.8.4 - Railroad Signal and Communication Plans**

The consultant will assist Union Pacific Railroad (UPRR), BNSF, and its Signal Designers with the railroad's signal, communications, and positive train control infrastructure, ensuring that signal design requirements are reflected in the track and civil design and integrated with the proposed construction staging and phasing plans. Stakeholder and signal/operations coordination meetings would be conducted once per milestone deliverable to provide a seamless interface. Review of signal needs would also be conducted prior to milestone submittals to verify alignment of engineering design with stakeholder operational requirements.

### **Assumptions**

- This project assumes that Union Pacific Railroad and BNSF will self-perform the railroad signal design.
- Authorities Having Jurisdiction (AHJ) and design guidelines will be per UPRR and BNSF Standards only (where applicable)
- Signal work will not require field visits
- Permits are not required for the signal scope of work.

### **Deliverables**

- 25% design for scaled layouts of the placement of wayside signals and crossings
- 25% design for aspect charts for safe braking analysis of signal and aspect progression

#### **A3.8.5 - Grading and Drainage Plans**

The consultant will prepare a drainage design which includes modifications for the Project to existing drainage facilities due to the additional Union Pacific Railroad (UPRR) track, and new drainage structures required at station locations or other areas identified along the eastern corridor. The grading and drainage design will also address roadway improvements that require modification to existing drainage facilities or new drainage facilities, stormwater quality, earthwork and the other civil design elements necessary to support the additional UPRR track.

The drainage design will be prepared in accordance with Union Pacific Railroad Public Projects Manual, Appendix K – Drainage Criteria and Section 4.5.2 of the Joint BNSF and UPRR Guidelines.



These documents establish the requirements for hydrology and hydraulics (H&H) reports, standard ditch sections, and culvert design. Additional drainage and stormwater quality criteria from Cities and Counties will be applied as well.

Watershed delineations and hydrologic calculations will be based on Project survey within the survey limits and publicly available data sets. Hydraulic calculations for onsite drainage systems will be performed with Hydraflow or an equivalent steady state modeling software. Unsteady hydraulic calculations will be prepared at up to 3 locations within the corridor using HEC-HMS, EPA SWMM, or comparable modeling software. Ditch capacity will be evaluated using Manning's equation, and drainage inlet calculations will be performed using spreadsheet tools in accordance with HEC-22.

Ditches will be designed per Appendix K and Section 4.5.2 criteria (flat-bottom ditches, side slopes, and depth requirements). Floodplain impacts will be evaluated by inspection in this task, with the objective being a design with no adverse changes in base flood elevations. Outfall stabilization concepts (rock slope protection aprons or energy dissipators) and preliminary BMPs for stormwater quality will also be included.

The Consultant will prepare a draft drainage report documenting methods, assumptions, and results. Draft plan sheets with profiles, culvert sections, and conceptual BMPs will be prepared for review.

### **Assumptions**

- The culvert assessment task will be completed prior to this task starting.
- Basis of Design Report will be completed prior to starting this task.
- Scour and debris loading will not be evaluated.
- Up to 350 sheets will be prepared, for one alternative.
- Floodplain hydraulic modeling, C/LOMR, and No Rise analysis are not included in this task.
- Up to 2 return interval events will be evaluated for any given system, according to the more restrictive of the UPRR and local agency criteria at the location.
- Design will not include factors for climate change resilience.
- BMP sizing is covered under a different task.

### **Deliverables**

- Preliminary Engineering Grading and Drainage Plans

#### **A3.8.6 - Grade Crossing Plans**

The Consultant will prepare grade crossing plans depicting the necessary modifications to the grade crossings in accordance with Cities, CPUC, UPRR, and MUTCD. Grade crossing plans will include proposed civil improvements required to modify each at-grade crossing and roadway improvements including roadway paving, curb, gutter, sidewalk, medians, signage and striping. Additionally, the design will consider other existing conditions that may require modifications as a result of the planned improvements such as relocation or addition of street lighting, adjustment or relocation of existing utilities, and the closure, relocation or addition of driveways. The grade crossing improvement plans will include existing and proposed warning devices, crossing panel improvements and railroad signal equipment locations. Where required, the Consultant will provide pedestrian crossing design to reflect

at-grade crossing treatments including handrailing, ADA tactile domes, pedestrian active warning devices and emergency exit gates.

Grade crossing closure plans will be developed for existing at-grade crossings that are recommended for Grade Separation.

This task includes coordination with the CPUC, including field diagnostic and application supporting Quiet Zone readiness. This task includes preparation of CPUC exhibits for review and approval by CPUC. Consultant will support RCTC by organizing site diagnostic meetings.

### **Assumptions**

- Consultant may need to conduct intersection analysis and adjust signal phasing design if required
- Attend one monthly project development team meeting by two staff members
- One field site visit per grade crossing to be attended by two staff members
- One field diagnostic meeting with CPUC for each at-grade crossing to be attended by two staff members
- CPUC exhibits shall use the preliminary engineering grade crossing layouts
- Consultant will assist in preparation of CPUC application to be performed (as requested)
- Support public authorities in producing Quiet Zone request, design package and calculations to FRA and CPUC
- Quiet Zone readiness includes supporting public authorities in producing Quiet Zone request, design package and calculations to FRA and CPUC
- UPRR will provide signal design for the railway portion of the grade crossing applications
- No new at-grade crossings will be created
- Designs will be quiet zone ready. Whittier Ave and Bryn Mawr Ave are currently designated by the City of Loma Linda as quiet zone crossings.
- Private Crossings will have two pan sheets (Plan and demo sheets)

### **Deliverables**

- Preliminary Engineering Grade Crossing Plans (up to 10 sheets per crossing)
- Preliminary Engineering Grade Crossing Closure Plans (up to 5 sheets per crossing)
- CPUC exhibits for each grade crossing to be submitted to CPUC, City, RCTC and UPRR
- CPUC diagnostic meeting notes

#### **A3.8.7 - Roadway Plans**

The consultant will prepare roadway plans depicting the necessary modifications to impacted roadways throughout the Project to a Preliminary Engineering design level in accordance with CPUC, FRA, MUTCD and local agency design requirements. Roadway plans will include plan and profile sheets, typical cross sections, pavement design and pavement delineation. Roadway plans will identify access locations to impacted adjacent properties and identify improvements necessary to conform to existing improvements.

### **Assumptions**

- Attend monthly meetings

### **Deliverables**

- Roadway Plans will include:
  - Plan and Profile
  - Signage and Striping
  - Typical Cross Sections
  - Pavement Delineation
  - Grading Cross Sections

### **A3.8.8 - Railroad Structures**

*Bridge Plans.* The Consultant will prepare bridge plans including layout plans, sections, and structural details, as necessary, for the new third main track. Structural design will be in accordance with specified criteria per AREMA and UPRR/BNSF Standards.

### **Assumptions**

- Deliverables and design submittals will follow the UPRR Public Projects Manual and UPRR/BNSF Grade Separation Guidelines, Table 3-2, Underpass Structures.
- UPRR and BNSF to provide as-built drawings if available and bridge books for all structures within the railroad right-of-way project limits.
- For the number of structures see A3.7.5
- Attend monthly meetings

### **Deliverables**

- Concept Submittal in accordance with the UPRR/BNSF Grade Separation Guidelines
- 25% Submittal in accordance with the UPRR/BNSF Grade Separation Guidelines including Type Selection Report with discussion of the structure types considered and reasons for selection of the proposed structure type

*Culvert Plans.* The Consultant will develop combined plan/profile sheets for the culvert crossings within the project alignment. The plans will indicate at a conceptual level, the existing condition, proposed culvert improvements, and end treatments.

### **Assumptions**

- Structural design details will not be developed at this level.
- Assumes 85 culvert crossings and one plan sheet per crossing.
- Hydraulic design and reporting is performed under A3.2.
- Construction cost estimates will be developed per linear feet.

### **Deliverables**

- Conceptual Culvert Plans

*Retaining Wall Plans.* Retaining walls will be required at various locations along the alignment to support the track bed. The Consultant will prepare retaining and/or sound wall plans including layout plans, sections, and structural details, as necessary.

### **Assumptions**

- Retaining walls will be conventional cast-in-place cantilever-type retaining walls on a spread footing.
- Retaining walls will be designed following AREMA and UPRR Grade Separation Guidelines Section 4.8.
- The proposed retaining walls will need to be approved by UPRR.

### **Deliverables**

- Concept Submittal in accordance with UPRR/BNSF Grade Separation Guidelines for Retaining Wall
- 25% Submittal in accordance with UPRR/BNSF Grade Separation Guidelines for Retaining Wall

#### **A3.8.9 - Roadway Structures**

*Bridge Plans.* The Consultant will prepare a General Plan (i.e., plan, elevation, and typical section) and a Foundation Plan for the recommended grade separation bridges. The design presented in the bridge plans will be prepared in accordance with AASHTO LRFD Bridge Design Specifications and the California Amendments.

### **Assumptions**

- Deliverables and design submittals will follow Caltrans' Structure Technical Policy 1.4 and Caltrans Office of Specially Funded Projects' (OSFP) Information and Procedures Guide.
- As-built drawings and bi-annual bridge inspection reports are available for all roadway bridges within the project limits.
- Bridges within Caltrans right-of-way will need to be approved by Caltrans OSFP
- For the number of structures see A3.7.5

### **Deliverables**

- General Plan and Foundation Plan
- Initial/Draft Type Selection Report including a discussion of the structure types considered and reasons for selection of the proposed structure type
- Construction Cost Estimate for the recommended structure type

*Culvert Plans.* All culverts are anticipated to be railroad structures and covered under A3.8.8.

*Retaining Wall Plans.* Retaining walls will be required at different locations to support the roadway embankment of grade separated structures and in front of bridge abutments for the modified overhead structures. The Consultant will prepare retaining and/or sound wall plans including layout plans,

sections, and structural details, as necessary. The retaining walls will be designed in accordance with AASHTO LRFD Bridge Design Specifications and the California Amendments.

### **Assumptions**

- Deliverables and design submittals will follow Caltrans' Structure Technical Policy 1.4 and Caltrans Office of Specially Funded Projects' (OSFP) Information and Procedures Guide.
- Retaining walls will be conventional cast-in-place cantilever-type retaining walls on a spread footing or piles, Mechanically Stabilized Embankment (MSE), ground anchor (tieback) walls, soil nail walls, or soldier/secant pile walls.
- Retaining walls modifying Caltrans bridges will need to be approved by Caltrans OSFP.
- For the number of structures see A3.7.9

### **Deliverables**

- General Plan and Foundation Plan
- Initial/Draft Type Selection Report including a discussion of the structure types considered and reasons for selection of the proposed structure type
- Construction Cost Estimate for the recommended structure type

#### **A3.8.10 - Grade Separation and Track Access Plans**

The consultant will prepare grade separation plans at roadway-rail intersections identified to be grade separated in the Roadway Crossing Report and developed to a 25% design level in accordance with CPUC, FRA, MUTCD and local agency design requirements. Grade Separation plans will include plan and profile sheets, typical cross sections, pavement design and pavement delineation. Grade Separation plans will identify access locations to impacted adjacent properties and identify improvements necessary to conform to existing improvements.

The Consultant will prepare access road plans for railroad maintenance access to the railroad right-of-way at all four quadrants of grade separation structures. Track access will be designed per the UPRR/BNSF joint guidelines for railroad grade separations. Track access plans will include truck turns for ingress and egress at each quadrant, turnaround areas as necessary, and show access easements if necessary.

### **Assumptions**

- Attend monthly meetings. Access road investigation will be done during the conceptual design phase of the grade separation structures.
- Access road design will include coordination with UPRR with one review cycle and a comment resolution meeting.

### **Deliverables**

- Grade Separation Plans at 25% design:
  - Plan and Profile
  - Typical Cross Sections
  - Pavement Delineation

- Access Road Plans at 25% design:
  - Plan
  - Typical Section

**A3.8.11 - Utility Plans**

Identify existing underground and overhead utilities that may interfere with rail construction. See section A.3.6 for studies/tasks that may be required as part of this analysis.

**Assumptions**

- See assumptions listed in task A3.6

**Deliverables**

- Composite Utility Drawings with dispositions indicated (roll plots) at 400 scale.

**A3.8.12 - Station Plans**

Station design for Part A will be limited to that work occurring in Task A1 - Station Location Assessment.

**A3.8.13 - Layover Facility Plans**

The consultant will develop 25% design for the proposed layover facility at the eastern terminus in Coachella based on the rolling stock identified by RCTC. The design will include site planning, servicing, cleaning, inspection, and crew facilities.

**Assumptions:**

- The following sheets will be provided for the layover facility track design:
  - **Track Layover Facility Sheets:**

PLAN	NO. SHEETS
Quantity Summary	3
Track Alignment Tables	3
Phasing Schematics	6
Track Plan and Profile Sheets (1"=100')	9
Track Typical Sections	3
Track Cross Sections	15
TOTAL	39

**Deliverables**

- Layover Facility Plans 10% and 25%Design Submittals

### **A3.8.14 - Construction Phasing Plans**

The consultant will develop construction phasing plans using an incremental construction approach to building the infrastructure improvements for the Project. The Plans will define sequencing for the Preliminary Engineering design, incorporating host railroad work windows, railroad protection requirements, and traffic handling layouts for roadway crossings. Work will be sequenced to avoid disruption to existing intercity passenger, commuter, and freight rail service.

The Consultant will develop schematic construction sequencing plans that will show construction a staging and sequencing scenario for the Project. The plans will also identify available construction staging opportunities for the project and include these locations in the project footprint (APE) for clearance environmentally and for purposes of right-of-way consideration.

#### **Assumptions**

- Phasing will focus on elements required to maintain rail service during construction such as railroad shoofly tracks and potential staging areas to identify likely environmental impact areas.

#### **Deliverables**

- Construction Phasing Plans 10% and 25% Design Submittals

### **A3.8.15 - Traffic Handling Plans**

Traffic handling plans will be developed once the project design has been developed and specific roadway closures are identified as part of the design. The project team will develop estimates for the type of closure (shoulder, full, half, etc.) along with potential detour plans (if needed). Much of the detour and traffic handling plans will depend on the duration and nature of the closures along with specific requirements of the local agency. Key objectives will include:

- Reduce disruption to local traffic and maintain access for residents, businesses, and emergency services.
- Comply with Caltrans, local agency, and MUTCD standards for work zone traffic control.
- Provide clear, actionable plans for contractors to implement during construction phases.

The key subtasks that will be included in this traffic report effort are as follows:

#### ***Data Collection & Coordination***

- Identify roadway segments, intersections, and crossings impacted by construction.
- Gather traffic volumes, speed limits, and roadway classifications.
- Coordinate with Caltrans, local jurisdictions, and emergency services for requirements and approvals.

#### ***Work Zone Analysis***

- Determine construction staging areas and work zones.
- Assess potential lane closures, detours, and temporary signal needs.
- Evaluate impacts on multimodal facilities (bike lanes, sidewalks, transit stops).

### ***Traffic Control Strategy Development***

- Design traffic handling plans for each construction phase.
- Include lane closure diagrams, detour routes, and signage layouts.
- Incorporate pedestrian and bicycle safety measures.

### ***Compliance & Safety***

- Confirm plans meet **Caltrans Standard Plans, MUTCD**, and local agency guidelines.
- Address emergency access requirements and maintain ADA compliance.
- Include provisions for night work and special events if applicable.

### ***Stakeholder Review***

- Conduct coordination meetings with agencies and stakeholders.
- Revise plans based on feedback and obtain necessary permits.

### ***Documentation***

- Prepare Traffic Handling Plan Package including:
  - Plan sheets (detour maps, lane closure diagrams)
  - Traffic control device lists
  - Implementation schedule
- Provide digital files compatible with agency standards (e.g., CAD, PDF).

### **Deliverables**

- Draft Traffic Handling Plans for review
- Final Traffic Handling Plans approved by agencies
- Permit Application Support Documents (Caltrans, local jurisdictions)

#### **A3.8.16 - Traffic Signal and Communication Plans**

Station area improvements may require new traffic control signals. Additionally, grade separations needed because of the project may require intersection modifications and signal interconnect development as part of the 25% deliverable. The project team will prepare these plans, showing pole layout, lighting requirements, location for power service (along with identification of power provider), and other key consideration related to the design aspects of the project. These plans will meet the following objectives:

- Confirm safe and efficient traffic operations at intersections affected by rail construction and operation.
- Integrate rail crossing warning systems with existing traffic signal networks.
- Provide robust communication infrastructure for signal interconnectivity and rail operations. Coordination plans and communication equipment will be identified along with coordination plan sheets and/or at-grade crossing upgrades required to serve the project.

### ***Inventory and Assessment***



- Identify signalized intersections and crossings impacted by the rail alignment.
- Document existing traffic signal equipment, controller types, and communication systems.
- Assess current fiber optic, wireless, and ITS infrastructure along the corridor.

### ***Traffic Signal Design***

- Develop plans for signal modifications at intersections near rail crossings and stations.
- Incorporate preemption and priority features for rail operations.
- Comply with Caltrans and local agency signal design standards.

### ***Communication System Design***

- Design communication plans for signal interconnectivity and rail warning systems.
- Specify fiber optic extensions, conduit routes, and wireless backup systems.
- Coordinate with local ITS networks and regional traffic management centers.

### ***Integration with Rail Systems***

- Confirm compatibility between traffic signal controllers and rail crossing warning devices.
- Develop interface specifications for signal preemption and fail-safe operations.
- Coordinate with CPUC and FRA requirements for crossing safety.

### ***Plan Preparation***

- Prepare Traffic Signal Modification Plans including:
  - Signal layouts, wiring diagrams, and controller configurations
  - Conduit and pull box details
- Prepare Communication Plans including:
  - Fiber optic routing, splice diagrams, and termination details
  - Network architecture and equipment specifications

### ***Agency Coordination and Approvals***

- Conduct design review meetings with Caltrans, local agencies, and RCTC.
- Revise plans based on feedback and obtain necessary permits.

### **Assumptions**

- Caltrans Traffic Signal Design Guidelines
- MUTCD (Manual on Uniform Traffic Control Devices)
- CPUC General Orders for rail crossings
- NEMA and ITS standards for communication systems

### **Deliverables**

- Signal Inventory Report
- Draft and Final Traffic Signal Modification Plans
- Draft and Final Communication Infrastructure Plans

### **A3.8.17 - Cost Estimate – Conceptual / Planning Level**

Based on the conceptual design plans, a conceptual level cost estimate will be prepared to support the Service Development Plan financial chapters. Estimate will include conceptual design level construction costs, operational and maintenance costs, assumed escalation.

#### **Assumptions**

- Conceptual engineering drawings are required to support these estimates.

#### **Deliverables**

- Conceptual Cost estimate including.

## **Task A4 - Public Outreach**

Consultant will engage the public and key stakeholders to gather input and support for the Project and to build an informed foundation for decision-making for the station location sites. Key stakeholders identified for this project include:

- a. Federal and State Agencies
  - i. Federal Railroad Administration (FRA)
  - ii. California Department of Transportation (Caltrans)
  - iii. California State Transportation Agency (CalSTA)
  - iv. California High-Speed Rail Authority (if applicable)
  - v. California Public Utilities Commission (CPUC)
- b. Regional Transportation Agencies
  - i. Riverside County Transportation Commission (RCTC)
  - ii. San Bernardino County Transportation Authority (SBCTA)
  - iii. Coachella Valley Association of Governments (CVAG)
  - iv. Los Angeles County Metropolitan Transportation Authority (Metro)
  - v. Orange County Transportation Authority (OCTA)
  - vi. Southern California Association of Governments (SCAG)
  - vii. Metrolink / Southern California Regional Rail Authority (SCRRA)
- c. Counties
  - i. Riverside County
  - ii. San Bernardino County
  - iii. Los Angeles County
  - iv. Orange County
- d. Cities Along or Affected by the Corridor
  - i. City of Los Angeles (LA Union Station)
  - ii. City of Banning
  - iii. City of Beaumont
  - iv. City Loma Linda
  - v. City of Rancho Mirage
  - vi. City of Colton
  - vii. City of Riverside

- viii. City of San Bernardino
- ix. City of Redlands
- x. City of Palm Springs
- xi. City of Cathedral City
- xii. City of Desert Hot Springs
- xiii. City of Palm Desert
- xiv. City of Indio
- xv. City of Coachella
- e. Host and Partner Railroads
  - i. Union Pacific Railroad (UP) – Host Railroad
  - ii. BNSF Railway
  - iii. Amtrak
  - iv. Metrolink
- f. Transit Operators
  - i. Riverside Transit Agency (RTA)
  - ii. SunLine Transit Agency
  - iii. LA Metro Bus
  - iv. OCTA Bus
- g. Tribal Governments (example list; confirm with project area consultation records)
  - i. Agua Caliente Band of Cahuilla Indians
  - ii. Morongo Band of Mission Indians
  - iii. Cahuilla Band of Indians
  - iv. Soboba Band of Luiseño Indians

### **Task A4.1 - Agency Stakeholder Coordination**

The Team will identify and engage with influential agency stakeholders to build an effective Agency Stakeholder Coordination Plan. This plan will identify the agency stakeholders that can contribute to the project's success and will present strategies for properly engaging with each stakeholder to make certain that the project gains public support and approval.

#### **Assumptions**

- The Team will conduct two in-person meetings with each identified agency to brief on project and gather input to develop the Agency Stakeholder Coordination Plan.
- Unless otherwise identified in the co-created Agency Stakeholder Coordination Plan, the project team will have two additional meetings with each agency stakeholder.
- Agency Stakeholder meetings will be two hours long and held in person or virtually.

#### **Deliverables**

- Agency Stakeholder Coordination Plan
- Up to 64 additional Agency Stakeholder Meetings

### **Task A4.2 - Community Outreach Strategy**

In the initial approach, the Team will develop community analytics reports and geo-target demographics with the implementation of a custom Graphic Information Systems (GIS) Outreach Map, which will host a variety of demographic and socio-economic information for the outreach team. With this demographic information in our arsenal, the Team will develop an equity toolkit to guide outreach efforts throughout RCTC's Station Location Study and Environmental Review so that community members are being reached through equitable engagement tools and tactics. The equity toolkit will include a roadmap and an equity checklist, with equity at the center of this engagement effort. The roadmap and checklist will be referenced during the development of the Community Engagement Plan and outreach and educational materials.

The Team, in collaboration with Community Based Organizations, and utilizing stakeholder feedback and the tools listed above, will develop a comprehensive Community Engagement Plan which will organize the corridor into three distinct focus areas, each with its own tailored engagement strategy, to guide outreach throughout the life of this project.

### **Assumptions**

- The Community Outreach Plan will distinctly define and include outreach strategies specific to each identified region along the corridor.

### **Deliverables**

- Community Analytics & GIS Mapping
- Equity Toolkit
- Equity Atlas
- Community Engagement Plan

## **Task A4.3 - Branding & Narrative Development**

To support the Community Outreach Strategy, the Team will lead the development of an integrated Branding and Narrative Framework that establishes a cohesive identity, message platform, and creative system for the Coachella Valley Rail Program. The goal is to create a unifying brand and storyline that connects technical information, community priorities, and stakeholder engagement into an accessible, inclusive, and enduring campaign.

***Discovery & Research.*** Review existing materials, project goals, and community analytics (including GIS and equity toolkit data) to identify key audience insights, tone, and themes that will inform the brand narrative.

***Narrative Framework Development.*** Define the project's overarching story—articulating purpose, benefits, and regional impact. Develop a messaging platform adaptable for multiple audiences, including residents, business leaders, and local governments.

***Visual Identity & Brand System.*** Create an initial visual identity concept and design system (logo, color palette, typography, templates) to provide consistency across digital, print, and outreach materials.

**Creative Concept Development.** Develop two to three campaign-style creative concepts that demonstrate how the brand narrative can be expressed visually and verbally across multiple channels.

**Focus Groups & Public Feedback.** Conduct up to two rounds of qualitative testing (focus groups, interviews, or online surveys) with community members and stakeholders to gather feedback on proposed concepts. Findings will guide refinements to enable the brand and messaging resonate with the public.

**Brand Implementation Guide.** Produce a concise brand guide outlining usage standards, tone of voice, and message application. The guide will include working communication templates such as fact sheets, presentation slides, flyers, and social-media layouts to maintain consistency throughout project communications.

**Campaign Asset Development.** Based on the approved creative direction and available outreach budget, develop campaign assets for identified media tactics (digital, social, outdoor, or print). Assets will align with the outreach plan and can be adapted by the Consultant and RCTC throughout the project lifecycle.

### **Assumptions**

- Branding & Narrative Development focuses on creative strategy, community validation, and design production.
- Level of effort for this task is commensurate with the budget available. Total effort will be scaled to match budget available.

### **Deliverables**

- Brand Discovery Summary
- Brand Narrative & Messaging Framework
- Visual Identity System
- Up to three (3) Campaign Concept Boards
- Concept Presentation Deck
- Focus Group Discussion Guide
- Focus Group Summary Report with Feedback Recommendations
- Final Brand Implementation Guide
- Communication Templates
- Campaign Asset Package
- Asset Summary and Delivery Log

## **Task A4.4 - Community Based Organization (CBO) Approach**

The Team will identify and form partnerships with relevant and trusted Community-Based Organizations (CBOs), forming three regional CBO Working Groups, to co-create the Community Engagement Plan, review educational materials, bring community concerns to our attention, and utilize their extensive networks to encourage public participation and build community trust.

A comprehensive CBO Partnership Framework will establish a scope of work and compensation model, providing structure on how RCTC can effectively engage with these community partners throughout the life of this project as well as future projects.

### **Assumptions**

- CBO Partnership Framework will include a Scope of Work for CBO Partners.
- RCTC and selected stakeholders will review and approve the lists of potential CBO Partners.
- Each CBO Working Group will include a minimum of six and a maximum of 10 CBOs.
- Consultant will coordinate partnership contracts and payment for each CBO.
- CBOs will be compensated as identified in the CBO Partnership Framework.
- CBO Working Group Meetings will be held in-person or virtually once every quarter. Up to 10 meetings per working group.
- CBO Working Group Summaries will combine feedback from the three CBO Working Groups after each round of meetings.

### **Deliverables**

- CBO Partnership Framework
- Three (3) lists of potential CBO Partners (one per each region)
- Formation of three (3) CBO Working Groups (one per each region)
- Up to 30 CBO Working Group Meetings (10 per Working Group)
- Up to 30 CBO Working Group Meeting Presentations
- 10 CBO Working Group Summaries (one per each round of meetings)

## **Task A4.5 - Tribal Engagement**

The Team has extensive experience working with Native American Tribes throughout California and will utilize their successful tactics and existing relationships to guide and support engagement with Tribal governments and communities. Talking Circles are a process that allows voices to be heard, with an emphasis on listening and reflecting. The Team will organize these essential conversations with the identified Tribal Nations to engage these key project stakeholders, understand their concerns and feedback, and educate and promote the project.

### **Assumptions**

- RCTC will approve of the Tribal Nations before we finalize the list.
- There will be up to three Talking Circles per identified and approved Tribe.
- Tribal Talking Circle Summaries will combine feedback from each Tribe engaged during that round of Talking Circles.

### **Deliverables**

- List of affected Tribal Nations
- Up to 30 Talking Circles
- Up to three (3) Tribal Talking Circle Summaries

## **Task A4.6 - Virtual Outreach Strategies**

The Team will develop a project-specific website, or webpage within RCTC's existing website, as the primary source of information and comment collection, providing a conduit to distribute critical project information, such as progress reports, meeting notices, schedule updates, interactive maps, surveys, and educational materials. The website will have its own identifiable URL for easy recognition and navigation by the public and could also be linked to other websites. In addition, inquiries or comments that come through the website will be routed to the project team and recorded in a comments log that will be generated and maintained. Our team's web design capabilities are extensive; we will be able to create and maintain an aesthetically pleasing and user-friendly interface for the project.

The Team will establish a comprehensive multilingual Social Media Strategy to push information to the broader audience through RCTC's existing social platforms. We will also coordinate with CBO partners and key stakeholders to share information and organically expand our audience. In addition, we will monitor digital conversations to understand what users are saying online. Social listening will help us measure the effectiveness of our messaging and highlight overall sentiment so we can then adjust our strategy accordingly.

The Team's video production experts are adept at developing videos that both excite the public and illustrate the complex nature of large-scale projects. The Team will work with RCTC's staff and advisors and utilize our stakeholder and CBO partnerships during the video production process, from brainstorming, storyboarding, scriptwriting, and filming to final production. Through this process, the Team will develop a variety of multilingual infographic videos as well as additional graphic visualization materials to inform and engage the public.

### **Assumptions**

- The Consultant will work with the RCTC IT team to create the website.
- The Consultant will coordinate with RCTC's Communications Department for approval on website mockup and content.
- The website mockup will be created in Figma.
- The website will be hosted by RCTC.
- The Consultant will coordinate with RCTC's Communications Department for social media posts.
- Social media posts will be pushed through RCTC's accounts.
- Paid social media funds to be included in ODCs.
- Each social media post will be translated to other languages as necessary.
- The Consultant will coordinate with RCTC's Communications Department and other necessary groups for approval during each step of the video development process.

### **Deliverables**

- Project Website Recommendations Report
- Project Website Mockup
- Project Website Development
- Project Website Management & Maintenance

- Social Media Strategy
- Social Media Content Calendar
- Up to 20 social media graphics & content
- Eight (8) Multilingual Infographic Animated Videos
- Additional graphic visualization materials, as needed

### **Task A4.7 - Proactive Media Outreach**

The Team will implement proactive media strategies to shape the narrative, highlight milestones, maintain community connections, and build trust. We will coordinate our media relations efforts with RCTC and will focus on engaging local outlets and building strong, trusted relationships. Our team delivers targeted, high-impact campaigns using a mix of traditional, online, and social media advertising tailored to reach multicultural and hard-to-reach audiences.

#### **Deliverables**

- Paid Traditional Media
- Paid Digital Media
- Paid Social Media
- Coalition Building & Public Affairs

### **Task A4.8 - Outreach Events and Materials**

Effective and genuine community engagement starts by removing barriers. Our outreach team is prepared to be where community members are instead of expecting the community to come to us. Our outreach efforts will be easily accessible to the residents along the corridor. We will spread our efforts throughout the community by attending community events, tabling pop-up activities in highly transited areas, and other opportunities provided by our local relationships, CBO partners, and stakeholders.

The Team will develop a variety of outreach and educational materials such as Frequently Asked Question (FAQ) sheets, factsheets, brochures, flyers, among other printed materials to better engage, educate, and excite the community. Outreach materials will be translated into languages identified as prominent along the corridor, as well as providing interpretation services at in-person and virtual meetings.

#### **Assumptions**

- The Community Presentations Opportunities List and Pop-up Event Opportunities List will be divided between the three identified outreach regions to provide outreach that is widespread along the corridor.
- Each presentation will be customized for a Station Location Zone.
- While some outreach materials may be used along the entire corridor, others will be localized to specific outreach regions or station location zones.

#### **Deliverables**

- Community Presentations Opportunities List
- Up to seven (7) Community Presentations (PowerPoints)



- Attending/Presenting at up to 60 Community Presentations
- Pop-up Event Opportunities List
- Tabling up to 45 Pop-Up Events
- Up to 45 Outreach Materials (FAQs, factsheets, flyers, brochures, mailers, etc.)
- Up to 10 Workshop Materials (comment cards, workshop boards, wayfinding, etc.)
- Translation & Interpretation Services
- Outreach Summary Report

### **Task A4.9 - Station Location Study Outreach**

To support the Station Location Study, the Team will form one Technical Advisory Committee (TAC) in each Station Location Zone, including representatives such as cities, transit agencies, housing authorities, education providers, major employers, among other established and informed organizations. Each TAC will meet four times to discuss location options, review proposed evaluation criteria, and refine location options.

In addition to the TAC Workshops, the Team will engage the public through in-person and virtual meetings to receive feedback, educate the community, and build excitement and support for the project.

#### **Deliverables**

- Formation of up to seven (7) Technical Advisory Committees (TACs)
- 28 in-person TAC Workshops (4 each)
- 28 TAC Workshop Presentations
- 4 TAC Workshop Summaries
- 21 in-person Station Location Community Meetings
- Seven (7) virtual Station Location Community Meetings
- Seven (7) Station Location Community Meeting Presentations
- Seven (7) prioritization surveys
- Station Location Zone Outreach Summary

#### **Assumptions**

- One Technical Advisory Committee (TAC) will be formed for each proposed Station Location Zone (SLZ).
- Each TAC will have four in-person meetings.
- There will be three in-person Community Meetings per each SLZ.
- There will be one virtual meeting per each SLZ.

### **Task A4.10 - CEQA Outreach**

The Team will organize and host two in-person Open Houses and one virtual meeting for each Station Location Zone (SLZ) to inform the public of the CEQA environmental process. These meetings will build understanding and support for the project.

### **Assumptions**

- There will be two in-person Open Houses per each SLZ.
- There will be one virtual meeting per each SLZ.

### **Deliverables**

- 14 in-person CEQA Open Houses
- Seven (7) virtual CEQA Community Meetings
- Seven (7) CEQA Community Meeting Presentations
- Seven (7) public feedback surveys
- Public Notices

## **Task A5 - Service Development Plan Coordination**

Consultant will coordinate with SDP team to provide documentation needed to support completion of the Service Development plan.

### **Assumptions**

- No new deliverables will be prepared for this task. Data provided will be as prepared under other tasks of this contract.
- Service Development Plan will be prepared and assembled under a separate contract.
- Relevant sections of the SDP are listed below:
  - SDP Subtask 4.5 - Station Area and Access Analysis - Identifies station locations and evaluates how each will support train operations, passenger access, multimodal connectivity, and integration with surrounding infrastructure and land uses. Includes conceptual engineering for station layouts and parking.
  - SDP Subtask 4.6 - Conceptual and Early Preliminary Engineering - Defines and illustrates the needed capital projects for the service (e.g., tracks, signals, interlockings). Conducts conceptual and early preliminary engineering to assess feasibility, operational performance, constructability, and environmental readiness.
  - SDP Task 5 - Environmental Planning - Identifies key environmental concerns and conducts a high-level resource inventory and preliminary impact assessment. Results will inform NEPA scoping and environmental clearance processes. Deliverables include an Environmental Concerns Analysis Report outlining impacts, permitting needs, and mitigation strategies.

## Task A6 - Project Management

Project Management task for Part A are described in this section. Recurring tasks, e.g. meetings, monthly schedule updates, etc. are assumed to continue through the duration of Part A, from February 2026 through January 2029. Work on these tasks during Part B is covered under a separate task.

### Task A6.1 - Project Management Plan

A Project Management Plan (PMP) will be prepared that outlines the project's structure, objectives, timelines, deliverables, resource allocation and includes detailed planning for managing the scope, schedule, costs, quality, communications, risk, and procurement aspects of the project.

#### Assumptions

- PMP will be prepared for the scope of work covered in this contract only.
- Detail for Part B tasks will be limited in this initial PMP. Once results of Part A tasks and the Service Development Planning are available, the PMP will be updated for Part B.
- PMP will be submitted to RCTC for review within 1 month of NTP. One round of review comments will be incorporated.

#### Deliverables

- Project Management Plan

### Task A6.2 - Project Controls

#### A6.2.1 - Schedule

Consultant will prepare a project schedule showing the amount of time needed to complete the phase of the project. The consultant shall discuss schedule constraints and assumptions for programmed milestone and include them in the risk register. The assumption and constraints provide stakeholders with an understanding of critical delivery areas. The consultant shall also provide the month and year for proposed program delivery milestones.

#### Assumptions

- Schedule will be created and maintained in MS Project or Primavera P6
- Initial schedule will be submitted to RCTC for review with the Project Management Plan. Initial schedule will be revised and resubmitted based on a single round of comments. Further updates will be reflected in monthly updates.

#### Deliverables

- Baseline Schedule
- Monthly Schedule Updates

#### A6.2.2 - Project Management, Progress and Cost Reporting

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. Invoices shall be submitted no later than 30 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each task. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title.

### **Assumptions**

- Progress reports and invoices will be in a format agreed upon with RCTC at the beginning of the project.
- Progress reports will include summary work completed during invoicing period by task, work anticipated for next period, outstanding scope and schedule risks, and projected versus actual spending over time.

### **Deliverables**

- Monthly Invoicing with Progress Reports

#### **A6.2.3 - Risk Register Development**

The consultant will facilitate a risk workshop to develop the initial risk register that identifies and categorizes risks to the project's cost and schedule. Each risk will include descriptions, likelihood and impact assessments, mitigation strategies, and responsible parties. The register will be developed in collaboration with key stakeholders to verify alignment with project objectives and the base cost and schedule. The deliverable will serve as a living document, updated throughout the project lifecycle to reflect emerging risks and changes in status.

### **Assumptions**

- The workshop will be three days and held virtually.
- The Project Risk Register will be submitted to RCTC for review within 2 weeks of completion of the risk workshop. One round of review comments will be incorporated into the Register; further updates will occur during the regular risk management updates.

### **Deliverables**

- Project Risk Register

#### **A6.2.4 - Document Control**

Report data and information including cut sheets, strip maps, electronic files, CADD files, GIS shape files, photos, layout plans, utility plans, and typical cross sections used in the development of the station study. Native files used in the environmental clearance development will be transmitted to RCTC via a delivery method chosen by RCTC including SharePoint upload, physical hard drive transfer, CD, or thumb drive transfer. Files should be maintained in RCTC's SharePoint drive.

## **Task A6.3 - Project Team Meetings**

### **A6.3.1 - Monthly PDT Meetings**

Project Development Team (PDT) meetings will be the primary regularly scheduled meeting in which to provide project updates, discuss progress, make key project decisions, and set project priorities. These monthly meetings will cover the full range of active and upcoming project tasks with reporting provided on each. Selected stakeholders may be invited to these regular meetings as well based on RCTC's preference and the approved Stakeholder Coordination Plan.

#### **Assumptions**

- Attendees will include RCTC project management staff, selected stakeholders based on agenda, and consultant project management staff with specific technical leads as dictated by agenda.
- Assume up to 8 consultant staff for a 1-hour meeting.
- Agenda for upcoming PDT meetings will be discussed at bi-weekly check-in meetings with RCTC.
- Meetings will generally be held remotely, with in-person meetings (up to half of meetings) occurring in Riverside for key decision discussions or at RCTC request.

#### **Deliverables**

- PDT Meeting agendas and notes

### **A6.3.2 - Monthly Trend Meetings**

Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, on a biweekly 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.

#### **Assumptions**

- Meetings will occur monthly, approximately two weeks before each PDT meeting so that the RCTC and consultant project management teams are meeting at least every two weeks.
- Attendees will include RCTC project management staff and consultant project management staff with specific technical leads as dictated by agenda.
- Assume up to 5 consultant staff for a 1-hour meeting.

#### **Deliverables**

- Meeting agendas and notes

### **A6.3.3 - Risk Management**

This task includes ongoing risk management support to the project by the consultant. The consultant will regularly attend project meetings to monitor emerging risks in real time and will facilitate monthly qualitative risk update meetings and quarterly quantitative risk update meetings with project stakeholders. Following each quarterly update, the consultant will provide a summary of top risks, key changes, and trends. Additionally, the consultant will conduct annual risk modeling using Monte Carlo simulation to quantify risk-adjusted cost and schedule outcomes, with results delivered in a report to project leadership.

#### **Assumptions**

- Monthly risk monitoring and updates will occur during regular PDT or Bi-weekly Check-in Meetings.
- Quarterly update meetings will be separate and include the PDT team.

#### **Deliverables**

- Quarterly Risk Register Updates
- Annual Risk Modelling Updates

## **Task A6.4 - Project Delivery Support Tasks**

### **A6.4.1 - NOT USED**

### **A6.4.2 - OPTIONAL - Funding Support**

Funding support scope to deliver federal and state (SB1 category) applications in support of CV Rail project development efforts. These state applications will become the basis for the provision to match for the federal applications. The following will be implemented separately for each grant:

Task 1. Project Kick-Off/Strategic Guidance for Grant Application Development

Task 2: Grant Application Preparation

Task 3. Benefit Cost Analysis and Model Development to support federal applications

Task 4. Project Analysis Support including GHGe and GIS modeling to support State of California Applications

#### **Deliverables**

- Two state grants in Preliminary form
- Two federal grants in draft Preliminary form

### **A6.4.3 - Geospatial Data Management**

*Geospatial Data Management Plan.* The CONSULTANT will prepare a Geospatial data management plan that outlines the strategy and approach for geospatial data integration, field collection, storage, and management for the project . The Geospatial Data Management Plan

will detail the integration and flow of data between Engineering, Planning, Environmental and Strategic Communications disciplines.

*Online Platform.* The CONSULTANT will use ArcGIS Online as the platform for hosting data, maps, and interactive web applications. The platform will be accessible and secure for selected project team members and serve as the authoritative source of data. The platform and its applications will be used to support team needs, during activities including design review, utility conflict management, environmental analysis and field data collection monitoring. The platform will serve as the central geospatial data hub for the project Team and will enable real-time collaboration across disciplines. Through interactive maps, dashboards, and data visualization tools, the platform will streamline decision-making, enhance transparency, and support efficient project coordination throughout the duration of the project.

### **Assumptions**

- Geospatial data management plan will be included as a section of the Project Management Plan.
- Software costs for RCTC and third party use are not included.

### **Deliverables**

- Access to GIS platform for the project.

## **SCOPE OF WORK – Part B: Full NEPA/CEQA Environmental Clearance (Tier 2)**

Part B will conduct comprehensive NEPA and CEQA environmental clearance, focusing on site-specific analysis across the entire Eastern Section of the rail corridor, and includes the drafting and finalization of a Tier 2 environmental document as contemplated in the Tier 1 FEIS/EIR.

### **Task B1 - Public Outreach**

#### **Task B1.1 - Agency Stakeholder Coordination**

The Team will continue to coordinate and meet with the identified agency stakeholders to build support and contribute to the project's success.

### **Assumptions**

- Unless otherwise identified in the co-created Agency Stakeholder Coordination Plan, the project team will have two additional meetings with each agency stakeholder.
- Agency Stakeholder meetings will be two hours long and held in person or virtually.

### **Deliverables**

- Up to 64 additional Agency Stakeholder Meetings

### **Task B1.2 - Community Outreach Strategy**

The Team will review the previously developed Community Engagement Plan and make necessary adjustments to the plan to be current for the project and communities involved.

#### **Deliverables**

- Updated Community Engagement Plan

### **Task B1.3 - CBO Working Groups**

The Team will continue to engage the three regional CBO Working Groups to review outreach strategies and materials, attend community events, and use their networks to encourage public participation and push educational materials in support of the Environmental Review.

#### **Assumptions**

- CBO Working Group Meetings will be held in-person or virtually once every quarter. Up to 7 meetings per working group.
- CBO Working Group Summaries will combine feedback from the three CBO Working Groups after each round of meetings.

#### **Deliverables**

- Up to 21 CBO Working Group Meetings (7 per Working Group)
- Up to 21 CBO Working Group Meeting Presentations
- Up to 7 CBO Working Group Summaries

### **Task B1.4 - Tribal Engagement**

The Team and its Tribal experts will meet with each identified tribe in one additional Talking Circle to discuss the Station Location Study results and the Environmental Review.

#### **Assumptions**

- There will be one Talking Circle per identified Tribe.
- Tribal Talking Circle Summary will combine feedback from each Tribe.

#### **Deliverables**

- Up to 10 Talking Circles
- Tribal Talking Circle Summary

### **Task B1.5 - Virtual Outreach Strategies**

In addition to maintaining and updating the project website as needed, the Team will develop an updated social media strategy and content calendar with new graphics to support the Environmental Review.



### **Assumptions**

- The Consultant will coordinate with RCTC's Communications Department for social media posts.
- Social media posts will be pushed through RCTC's accounts.
- Paid social media funds to be included in ODCs.
- Each social media post will be translated to other languages as necessary.
- The Consultant will coordinate with RCTC's Communications Department and other necessary groups for approval during each step of the video development process.

### **Deliverables**

- Project Website Management & Maintenance
- Updated Social Media Strategy
- Social Media Content Calendar
- Up to 10 social media graphics & content
- Additional graphic visualization materials

### **Task B1.6 - Proactive Media Outreach**

The Team will continue to implement proactive media strategies using a mix of traditional, online, and social media advertising to shape the narrative, highlight milestones, maintain community connections, and build trust.

### **Deliverables**

- Paid Traditional Media
- Paid Digital Media
- Paid Social Media
- Coalition Building & Public Affairs

### **Task B1.7 - Outreach Events & Materials**

The Team will work with our partners to develop updated Community Presentations and Pop-up Events Opportunities lists based on our collective knowledge of the corridor as well as attend community presentations and events to garner wide support for the project.

New outreach materials such as FAQs, factsheets, brochures, and flyers will be developed to reflect the progress of the project and continue to educate the public and build support for the project.

### **Deliverables**

- Community Presentations Opportunities List
- Up to seven (7) Community Presentations (PowerPoints)
- Attending/Presenting at up to 20 Community Presentations
- Pop-up Event Opportunities List
- Tabling up to 15 Pop-Up Events

- Up to 15 Outreach Materials (FAQs, factsheets, flyers, brochures, mailers, etc.)
- Up to 10 Workshop Materials (comment cards, workshop boards, wayfinding, etc.)
- Translation & Interpretation Services
- Outreach Summary Report

### **Task A1.8 - NEPA Process Outreach**

The Team will organize and host one in-person Open House and one virtual meeting for each Station Location Zone to inform the public of the NEPA environmental process. These meetings will build understanding and support for the project.

#### **Assumptions**

- There will be one in-person Open House per each SLZ.
- There will be one virtual meeting per each SLZ.

#### **Deliverables**

- Seven (7) in-person NEPA Open Houses
- Seven (7) virtual NEPA Community Meetings
- Seven (7) NEPA Community Meeting Presentations
- Seven (7) public feedback surveys
- Public Notices

## **Task B2 - Environmental – Site-Specific Analysis**

The Federal Railroad Administration (FRA), as the lead federal agency for the Coachella Valley Rail project under the Corridor Identification and Development (Corridor ID) Program, will provide ongoing review and oversight throughout the completion of both phases of this scope of work. FRA will review and provide feedback on key deliverables, including the purpose and need statement, alternatives analysis, environmental documentation, and preliminary engineering plans. It is possible that the lead federal agency role for NEPA could be delegated to the California High Speed Rail Authority (CHSRA) for portions of the project, subject to FRA approval. California Environmental Quality Act (CEQA) activities conducted as part of this effort will be coordinated with FRA and will be developed in a manner that does not predetermine the outcome of future National Environmental Policy Act (NEPA) decisions to be completed in Part B. The CEQA process will remain independent and will not constrain the scope, alternatives, or findings of the NEPA analysis led by FRA.

### **Task B2.1 - NOP/NOI**

Included under Notice of Preparation (NOP) and Environmental Impact Statement .

### **Task B2.2 - Third/Fourth Track Assessment**

Covered under Project Definition.

### **Task B2.3 - Pedestrian Overcrossings**

Assess the environmental impact of pedestrian overcrossings at the existing Palm Spring station and the 5 new potential proposed stations, totaling six stations.

Covered under Project Definition.

### **Task B2.4 - Not Used**

### **Task B2.5 - NEPA Document Preparation**

The results of the environmental technical studies identified in Task A2 and updates to the studies identified in Task B.34 will determine the level of NEPA documentation that would be required for the Project.

An Environmental Assessment (EA) is prepared by the NEPA Lead Agency for actions where the significance of the environmental impact is unknown or uncertain. It is prepared after a Project has been determined to not qualify for a Categorical Exclusion (CE), which is a category of projects that do not typically have significant environmental impacts. An EA helps determine whether an Environmental Impact Statement (EIS) is required or if a Finding of No Significant Impact (FONSI) can be issued.

If the environmental technical studies do not have a reasonably foreseeable significant effect on the quality of the environment, or if the significance of such effect is unknown then an EA would be the recommended NEPA document. However, if there are adverse effects, an EIS would be the recommended NEPA document.

#### **B2.5.1 - Not Used**

#### **B2.5.2 - Environmental Impact Statement**

##### *Notice of Intent (NOI)*

The Consultant will prepare an Administrative Draft NOI in accordance with NEPA regulations and in the format previously agreed to by NEPA Lead Agency staff. Upon receipt of NEPA Lead Agency staff comments on the First Administrative Draft NOI, the Consultant will revise the document and resubmit the Second Administrative NOI to the NEPA Lead Agency staff for review.

Upon receipt of the NEPA Lead Agency staff final review comments on the Second Administrative Draft NOI, the Consultant would incorporate changes into the Public Draft NOI. The Public Draft NOI would be submitted to the NEPA Lead Agency for public release. The Consultant assumes that up to two public scoping meetings will be held as part of the NOI public scoping period for the Project. The Consultant will attend the public meetings and will support the NEPA Lead Agency staff as needed, including support with format, presentation, and day of assistance.

The NOI will be particularly important to obtain formal comments on the scope of the Draft EIS from property owners, community organizations, and local, state, or federal agencies. All comment letters received during the NOI review period will be included in an appendix to the Draft EIS.

### **Assumptions**

- Attendance at up to two public meetings with up to 6 staff in attendance.
- The NEPA Lead Agency will post the NOI to the Federal Register.

### **Deliverables**

- Draft and final Notice of Intent (word and .PDF file)

#### *Coordination Plan*

The Consultant, in coordination with the Public Outreach team and tasks identified in Task B.1 (Public Outreach) will develop a public participation plan that includes objectives for involving the public at specific points in the NEPA process; who needs to be involved (stakeholders/audience) to meet these objectives; and methods for reaching the parties or stakeholders. Public involvement may include public meetings, workshops, small group presentations, field trips, news releases, mailings, newsletters, paid newspaper advertisements, radio/TV announcements, brochures/booklets/pamphlets, and informal contacts.

After consulting with RCTC and the NEPA Lead Agency, the Consultant will prepare a draft Coordination Plan for review and comment. The Consultant will prepare a revised Coordination Plan addressing comments from RCTC and NEPA Lead Agency staff on the draft Coordination Plan.

The Consultant will coordinate with RCTC and the NEPA Lead Agency point-of-contact to confirm that potentially interested or affected parties are included on the scoping mailing list, including public officials, landowners, permittees, environmental affiliations, local public citizens, tribal governments, news organizations, and others. The Consultant will coordinate with RCTC and the NEPA Lead Agency as needed for development of initial mailing list and update of mailing lists throughout the course of the Project. Updated mailing lists will be approved by RCTC and the NEPA Lead Agency before any documents are mailed.

### **Assumptions**

- The Consultant will update the mailing list after each mailing and following receipt of public comments to create a new, comprehensive mailing list of interested parties who commented or requested to be on the mailing list for future mailings. Each document distributed to the public shall have an updated mailing list that accompanies it.
- The Consultant will update the mailing list as needed for changes in names or addresses of public contacts and shall coordinate with NEPA Lead Agency point-of-contact for updates throughout the process.
- The Consultant will confirm each mailing list is included in the Project record attached to or immediately following the letters for which the list was used.

### **Deliverables**

- Draft and Final Coordination Plan (word and .PDF files).

#### *Draft EIS*

The EIS will be prepared in accordance with 23 CFR 771 and 774 and FRA standards and will summarize the technical analysis and address each environmental resource topic pursuant to NEPA. The impact sections will summarize regulatory requirements, describe resource study area, discuss methods for evaluating potential impacts from construction and operation (temporary, permanent, and cumulative), determination of significance of impacts under NEPA, propose measures to mitigate impacts (as appropriate under NEPA) and discuss the significance of impacts under NEPA with proposed mitigation measures.

Upon receipt of comments on the First Administrative Draft EIS, the Consultant will revise the document and resubmit the Second Administrative Draft EIS for NEPA Lead Agency staff review.

### **Assumptions**

- Up to two rounds of review by the NEPA Lead Agency.

### **Deliverables**

- First Administrative Draft EIS (word and .PDF files).
- Second Administrative Draft EIS (word and .PDF files).

### ***Public Circulation***

Upon receipt of RCTC and NEPA Lead Agency staff final review comments on the Second Administrative Draft EIS, the Consultant would incorporate changes into the Screencheck Draft EIS necessary to reflect RCTC and NEPA Lead Agency comments and final direction for the environmental analysis. The Consultant will provide an electronic version of the Draft EIS that can easily be uploaded at the start of the public review period

The Notice of Availability will be submitted to the NEPA lead agency for publishing in the Federal Register. The Draft EIS would be circulated for a minimum of a 45-days public review period supported by public meetings to inform the public about the project. The Consultant will assist the NEPA Lead Agency in coordinating public meeting efforts, including staff attendance at the meetings. For notices, the Consultant will produce and send the NOA to the updated mailing list provided by RCTC and/or the NEPA Lead Agency.

### **Assumptions**

- NEPA Lead Agency will post the Draft EIS and NOA the Federal Register.
- Attendance at four public meetings with up to 6 Consultant staff in attendance.

### **Deliverables**

- Draft EIS (Word and PDF files). Bookmarks shall be added to all PDFs to aid in review.
- Up to 2 hard copies of the Draft EIS and appendices.
- NOA, English (Word and PDF file).
- Distribution of NOA to mailing list recipients.

### ***Responses to Comments, Final EIS and ROD***

Upon completion of the public review period, the Consultant will coordinate with the NEPA Lead Agency to obtain public comments received on the Draft EIS. After consulting with the NEPA Lead Agency, the Consultant will prepare the First Administrative Final EIS containing proposed responses to comments and revisions (if applicable) to the Draft EIS identified from review comments. Responses to comments would be included as part of the Final EIS including the comment letter itself with specific response and a record of pages from the Draft EIS on which changes were made (changes would be tracked in strikeout and underline formatting). The Consultant will prepare a Second Administrative Final EIS addressing comments from the NEPA Lead Agency staff on the First Administrative Final EIS.

Upon receipt of the NEPA Lead Agency staff final review comments on the Second Administrative Final EIS, the Consultant will incorporate changes into the Final EIS necessary to reflect review comments. As part of this task, the Consultant will also prepare the Draft Record of Decision (ROD) for filing.

### **Assumptions**

- For purposes of this scope, the Consultant assumes up to 100 public comments will be received during the public review period that require a response to comments. Depending on the number of comment letters received during the public review period, the level of effort to address comment letters will be discussed with the NEPA Lead Agency staff once the public review period closes to determine if the original budget estimate is adequate.
- The NEPA Lead Agency will post the Final EIS and ROD to the Federal Register.

### **Deliverables**

- First Administrative Final EIS including Response to Comments and ROD (word and .PDF files).
- Second Administrative Final EIS and ROD (word and .PDF files).
- Final EIS (Word and PDF files).
- Up to 2 hard copies of the Final EIS with appendices.

## **Task B2.6 - Supplemental NEPA Technical Studies**

**B2.6.1 - Not Used**

**B2.6.2 - Biological & Wetland Resources**

### **Aquatic Resources**

As the project design progresses and technical information forms placement and needs, it is expected that the aquatic resources delineation report in Part A may need to be updated to refine study area or potential regulatory considerations. Similarly, the impacts memo would need to be updated to reflect estimated impacts to each state and federal aquatic resource delineation areas. This refinement is anticipated for overall assessments in preparation of submitting permit applications.

### **Scope of Work**

The Consultant will update the Part A Aquatic Resources Delineation Report to reflect new considerations or changes in the Project. The Aquatic Resources impacts Memo will also be updated and completed separately to update impacts quantities and figures. One round of review is expected.

### **Assumptions**

- The scope assumes one Study Area and that the Project is not broken up into segments that might require separate reports.
- The updates assumes up to 60 hours to update the ARDR and up to 60 hours to update the Impacts Memo.
- It is assumed the plan drawings and impact information will be provided directly to the Consultant as a GIS overlay for analyses and that no reviews or coordination is required by the biologists.

### **Deliverables**

- One Combined Draft and final Updated Aquatic Resources Delineation Report (word and .PDF file)
- One Combined Draft and final Updated Aquatic Resources Impacts Memo (word and .PDF file)

### **Biological Resources**

As described under Task B3.4.1, it is not possible to identify the full scope of work that will be required for focused surveys, additional field work, and related reports. Based on the results and recommendations for Task A2.6 and A2.8.2 and in consideration of refinements to the Project design to avoid and minimize impacts, this task will be amended to include the focused surveys, additional field work, and supporting documents required to obtain coverage under the WRCMSHCP, coverage under the CVMSHCP, additional take authorization (if needed) for listed species not covered by the MSHCPs (due to being outside the MSHCP Plan Areas or lack of adequate coverage for particular species), development of conceptual and specific mitigation proposals, preparation of additional documents (e.g., Determination of Biologically Equivalent or Superior Preservation, Equivalency Findings, and agency-specific project application forms), focused surveys, and other related items that are identified as part of Task B3.4.1. Scope and cost estimates will be developed under Task B3.4.1 and will form the basis of an amendment that identifies the required work under this task.

### **Scope of Work**

As stated above, the scope of work for this task will be determined as part of Tasks A2.6, A2.8.2, and B3.4.1. The following provides a list of tasks that may be required; these items are not included in the current scope and budget and are provided as general information for future planning:

- WRCMSHCP
  - Application form(s)
  - Focused surveys (such as narrow endemic plants, criteria area plant species, burrowing owl, bats, small mammals, amphibians, riparian birds, and fairy shrimp, if suitable habitat is present)
  - Focused species survey reports
  - Additional reports (Determination of Biologically Equivalent or Superior Preservation, Equivalency Findings) and conceptual mitigation proposal
- CVMSHCP
  - Application forms
  - Focused surveys (such as specific plants, burrowing owl, bats, small mammals, amphibians, riparian birds, Le Conte's and crissal thrasher, and desert tortoise, if suitable habitat or modeled suitable habitat is present)
  - Focused species survey reports
- Listed species
  - Focused surveys for listed or candidate species that may be present (such as burrowing owl, various plant species, upland and riparian bird species, small mammals, and reptiles)
  - Focused species survey reports
  - Biological Assessment(s)
  - Habitat Conservation Plan(s)
  - Request(s) for Section 7 Consultation
  - Section 2081 Incidental Take Permit application(s)
- Additional regulatory agency permitting consultation
  - Coordination with regulatory agency staff to identify required measures to avoid or minimize impacts
  - Conceptual mitigation strategies
  - Detailed mitigation proposals
  - Determination of fees

As noted above, the specific scope and cost for the list of tasks would be developed at a later date and would be the subject of a future amendment.

### **Assumptions**

- The assumptions for this task are dependent on the outcome of surveys conducted in Part A and will be determined at a future date.

### **Deliverables**

- Specific deliverables are dependent on the outcome of surveys conducted in Part A and will be determined at a future date.

#### **B2.6.3 - Cultural/Historic Resources & Section 106**

Cultural resource technical studies completed during Part B will support preparation of the NEPA/CEQA Tier 2 environmental document and compliance with Section 106 of the NHPA. The



Project team will coordinate with RCTC and the federal lead agency to delineate the APE for the undertaking and determine whether the Project may be covered by any existing Section 106 programmatic agreements or portions of the Project may be excluded from Section 106 review through application of the ACHP's Program Comment to Exempt Consideration of Effects to Rail Properties within Rail Rights-of-Way. The approach for technical studies includes conducting supplemental technical investigations to account for changes in engineering design, complete eligibility evaluations, and assess the Project's effects/impacts on eligible cultural resources.

Compliance with Section 106 of the NHPA requires that the federal lead agency consult with Native American Tribes, interested parties, and the California State Historic Preservation Officer (SHPO). The Project team expects that the Tribal Historic Preservation Officers (THPOs) for the Morongo Band of Mission Indians and Agua Caliente Band of Cahuilla Indians may elect to assume the responsibilities of the SHPO for portions of the Project on Tribal land. The Project team will support RCTC and the federal lead agency in consultation with the SHPO, THPOs and other Tribal representatives, and interested parties regarding eligibility determinations for cultural resources, the finding of effect for the Project, and the resolution of potential adverse effects through execution of a Memorandum of Agreement, as needed. The Project team will also support RCTC with continued Tribal consultation under AB 52.

### **Scope of Work**

*Section 106 Consultation.* Consultation will be conducted in accordance with current guidance by the federal lead agency. The Consultant will coordinate with RCTC and the federal lead agency to contact Native American groups, preservation organizations, historical societies, government agencies, and other potential consulting parties to request information regarding the types of potential cultural resources in the study area and inviting them to consult on the Project. The Consultant will prepare correspondence for Native American Tribes and other consulting parties, conduct follow-up to solicit responses, track correspondence, and participate in consultation meetings and/or site visits. The Consultant will prepare up to four sets of consultation letters for SHPO/THPOs and consulting parties: (1) initiate consultation and request comments on the delineation of the APE; (2) request comments/concurrence on efforts to identify historic properties and determinations of eligibility; (3) request comments/concurrence on the finding of effect for the undertaking; (4) request review and signature of Section 106 Memorandum of Agreement, in the event of a finding of adverse effect.

*Area of Potential Effects.* The Consultant will coordinate with RCTC and the federal lead agency to delineate the formal APE for the undertaking based on 30 percent design. The APE will be based on the total anticipated disturbance footprint associated with Project activities and will also include adjacent properties that may be subject to potential visual, noise, or vibration effects from construction or operation of the Project. After approval by the federal lead agency, the APE will be submitted to SHPO/THPOs for comment. The APE will also serve as the study area for cultural/historical resources for purposes of CEQA compliance.

*Supplemental Record Search.* The Consultant will carry out a supplemental record search at the SCIC for updated documentation regarding previous investigations and cultural resources (both archaeological and historic built environment) within a 0.25-mile buffer of the APE. The request

will include documentation received by SCIC since the initial request and spatial coverage not included in the Part A record search. The Consultant will also coordinate with the federal lead agency to request records for cultural resources on BLM land or Native American reservations for inclusion in the Part B technical studies.

*Updates to Technical Studies.* The Consultant will conduct additional archaeological pedestrian surveys to identify archaeological resources in areas not covered by the Part A investigations and will revise the technical analysis in the Archaeological Sensitivity Study and Archaeological Resource Technical Report to address changes to the APE, incorporate the results of the supplemental record search, document the results of the survey, and update recommendations for avoidance or further investigations, as needed. New or updated DPR forms prepared as a result of the archaeological surveys will be appended to the Archaeological Resource Technical Report.

*Archaeological Testing Program.* Based on the results and recommendations of the Archaeological Sensitivity Study and Archaeological Resource Technical Report, and in coordination with RCTC and the federal lead agency, the Consultant will design and implement an archaeological testing program. The testing program will consist of the excavation shovel test pits (STPs) to determine whether known archaeological resources extend into the APE (extended Phase I testing) and to confirm the presence or absence of intact subsurface archaeological deposits in support of NRHP/CRHR eligibility evaluations for those resources that are identified within the APE (Phase II testing). The Consultant will provide proposed STP locations for review by RCTC and the federal lead agency and coordinate regarding schedule, access, and logistics, as needed. The methods, findings, and recommendations of the archaeological testing program will be memorialized in an Archaeological Testing and Evaluation Report and DPR forms appended to the report.

*Finding of Effect Report.* The Consultant will prepare a Finding of Effect Report to assess the effects of the undertaking on historic properties under Section 106 and the impacts to cultural resources under CEQA. The Finding of Effect Report will address eligible archaeological resources identified in the Archaeological Resource Technical Report, Archaeological Testing and Evaluation Report, and eligible historic built environment resources identified in the Historic Architectural Survey Report. The Finding of Effect Report will include: (1) a Project description; (2) a description of the APE; (3) a summary of Section 106 consultation; (4) a discussion of historic properties identified in the APE; (5) an application of the Criteria of Adverse Effect (36 Code of Federal Regulations 800.5) on historic properties; (6) an evaluation of impacts under CEQA thresholds of significance for cultural resources; (7) a discussion of design variations considered to avoid, reduce, or minimize effects/impacts for cultural resources, if warranted; and (8) conclusions and finding of effect for the undertaking, impacts under CEQA, and recommended measures to mitigate adverse effects and/or significant impacts.

*Memorandum of Agreement.* A finding of adverse effect is considered possible for both archaeological and built environment historic properties. The Consultant will support RCTC and the federal lead agency with consultation with SHPO/THPOs and consulting parties, notification to the ACHP, and preparation of a Section 106 Memorandum of Agreement containing the

agreed-upon measures to resolve adverse effects on historic properties, pursuant to 36 Code of Federal Regulations 800.6(c).

*Continued AB 52 Consultation.* The Consultant will support RCTC with continued consultation under AB 52, including requesting an updated search of the Sacred Lands File and Tribal list from the NAHC, updated notifications to Tribes, and follow-up communications, documentations, and meetings, as needed.

### **Assumptions**

- Section 106 consultation support includes up to 4 sets of mailed letters, follow-up emails, and phone calls to SHPO/THPOs and no more than 35 Native American Tribal representatives and 12 preservation organizations, historical societies, government agencies, and other potential consulting parties. Section 106 support also includes participation by 1 staff member in up to 20 virtual consultation meetings (up to 1 hour each) and up to 4 in-person consultation meetings (up to 2 hours each, plus travel) at locations along the Project corridor. The Project team will prepare meeting minutes for review by RCTC and the federal lead agency.
- The APE will not require revisions after it is approved by SHPO/THPOs.
- The supplemental SCIC record search will cover a radius of 0.25 miles around the APE and the cost will not exceed \$10,000. In the event that the federal lead agency requires a greater radius, scope modification will be required. Due to an existing backlog associated with Riverside County records that were recently transferred to SCIC, results may be received up to 8 weeks after submitting the request.
- The additional archaeological survey will cover up to 400 acres, including changes to station footprints, ROW acquisitions, grade crossings, and other related infrastructure improvements not included in the Part A preliminary APE. Areas where the ground surface is covered by pavement, rail ballast, hardscaping, or otherwise obscured will be excluded from the survey and identified on report maps.
- The additional archaeological survey will require up to 10 field days for 4 staff to complete, including travel.
- The archaeological testing program will include excavation of up to 150 STPs excavated to a maximum depth of 90 cm (3 feet) or as feasible based on subsurface conditions.
- No cultural materials will be collected during the archaeological survey or testing program.
- No archaeological laboratory analysis or curation costs are included. Cultural materials recovered during the archaeological testing program will be analyzed and recorded in the field and returned to the excavation prior to backfilling.
- The archaeological testing program will require up to 20 field days for 4 staff to complete, including travel.
- No access issues or other delays (weather/safety) will affect the fieldwork schedule.
- The Project team will obtain right-of-entry prior to fieldwork for parcels in the APE requiring access by cultural resource staff.
- The Project team will arrange for rail flagging protection for survey and/or testing locations in rail ROW. Costs for a rail flagger are not included in the fee estimate for this task. It is estimated that up to 50 days for 1 flagger would be required. Coordination with the Project

Delivery Team is recommended as there may be opportunities to have the flagger cover multiple field survey efforts

- Preparation of a Work Plan or Fieldwork Authorization for approval by BLM will not be required for the archaeological survey or testing program. If required, these items can be prepared under separate scopes.
- Up to 15 archaeological sites and 20 isolated artifacts will be documented in the APE during the additional archaeological survey. This includes previously recorded resources.
- The archaeological testing program will include up to 12 sites. A DPR update will be prepared for each site to document the results of testing.
- No Native American participation in the archaeological survey or testing program.
- Up to 20 technical study Project coordination meetings.
- Up to three rounds of review by the federal lead agency, SHPO/THPOs, and consulting parties for the Finding of Effect Report.
- Up to four rounds of review by the federal lead agency, SHPO/THPOs, invited signatories, and ACHP for the Memorandum of Agreement.

### **Deliverables**

- Draft and final Section 106 and AB 52 consultation letters (word and .PDF file)
- Draft and final Section 106 and AB 52 consultation records, including consultation logs, meeting minutes, and copies of correspondence
- Draft and final Area of Potential Effects maps
- Draft and final Updated Archaeological Sensitivity Study (word and .PDF file)
- Draft and final Updated Archaeological Resource Technical Report, including supplemental record search results and DPR forms (word and .PDF file)
- Draft and final Archaeological Testing and Evaluation Report, including DPR forms (word and .PDF file)
- Draft and final Finding of Effect Report (word and .PDF file)
- Draft and final Memorandum of Agreement (word and .PDF file)

### **B2.6.4 - Architectural History**

The Consultant will conduct a supplemental historic architectural survey in the APE and prepare an updated HASR to identify potential built environment historic properties and historical resources within portions of the APE that were not included in the HASR prepared during Part A.

### **Scope of Work**

To complete the supplemental fieldwork and updated HASR, the Consultant will:

*Project Management, Meetings and Coordination.* Coordinate with the Project team, RCTC, NEPA lead agency, and OHP/SHPO as applicable to review the APE and reach a consensus on the appropriate level of effort and methodology for identification and evaluation of historic properties and historical resources; confirm technical studies are prepared in accordance with the procedures of the lead agencies; identify applicable Section 106 Programmatic Agreements

and/or ACHP Program Comments. The Consultant will attend up to six virtual project team meetings.

*Supplemental Fieldwork.* The Consultant will conduct a reconnaissance-level survey to photo-document properties that are more than 45 years of age within the APE.

*Supplemental Research.* The Consultant will conduct property-specific research to assess the potential historical significance and integrity of historic architectural properties identified in the APE during supplemental fieldwork.

*Evaluation and Documentation.* The Consultant will evaluate historic architectural properties identified within the APE using the National Register, California Register, and applicable local criteria for designation. The Consultant will evaluate each building, structure, or object that is more than 45 years old, retains integrity, and has potential for significance within the historic context developed for this study and document on a brief DPR523 Form Set.

*Updated HASR.* The Consultant will update the HASR prepared during Part A to summarize the results of the supplemental fieldwork, identification, and evaluation and updated interested parties consultation facilitated by the Project team.

### **Assumptions**

- The Consultant will attend up to six virtual project coordination meetings to complete the technical study (one kickoff, one survey coordination, and up to four Project team coordination meetings).
- The Project team will prepare project maps and facilitate interested party consultation.
- Unless permission to enter a private property is arranged in advance, fieldwork will be conducted by car or by foot from the public right-of-way in teams of no less than two architectural historians at any time.
- Extremely large or long resources that cross the study area, such as irrigation districts, will not be documented or evaluated in their entirety. They will be surveyed at key points within the revised APE and presumed eligible for the purposes of the revised HASR and FOE.
- No more than 30 newly recorded individual properties in the revised APE will require evaluation. Individual property evaluations will consist of a DPR 523 A and B Form (two pages maximum). Property descriptions and significance evaluations will be concise, and where appropriate, standardized.
- No more than 1 newly recorded district in the revised APE will require evaluation. District records will consist of an A Form and D Form (two pages maximum), and L Forms listing resources within the identified boundaries. A Forms will not be required for each individual resource within the identified boundaries.
- No more than 20 previously identified historic architectural resources in the revised APE will require update forms. Updates will be recorded on a DPR 523 L Form (one page maximum)

- The following historic architectural resources will not require an update form: (1) properties listed in the National Register, California Register, and/or local register; (2) properties previously determined eligible/ineligible for the National Register with consensus from SHPO; and (3) previously identified historic properties/historical resources that have since been demolished.
- The Revised HASR will be revised in response to up to four rounds of comments: three from RCTC/NEPA lead agency, and one from SHPO.

### **Deliverables**

- Draft and final Revised Historic Architectural Survey Report (word and .PDF file)

### **B2.6.5 - Transportation/Traffic Reporting** **Scope of Work**

The objectives for this task include:

- Provide comprehensive NEPA traffic and transportation analysis to support environmental documentation and project approvals.
- Identify potential impacts on roadway networks, intersections, and multimodal facilities during construction and operation per NEPA standards.
- Recommend mitigation measures to minimize NEPA related adverse effects on traffic flow and safety.

Most of the CEQA assessments completed in Part A will be utilized for the NEPA assessment. The major difference between the two assessments would be tied to alternatives analysis – CEQA requires qualitative alternatives analysis while NEPA requires equal level assessment of alternatives. As such, depending on the alternatives developed for the Project, any additional assessment would be caused by alternatives introduced by the Project beyond the No Build and the Build Alternative.

### **Assumptions**

- Up to three rounds of RCTC/NEPA Lead Agency review.

### **Deliverables**

- Revised Traffic Data Summary Report (word and .PDF file)
- Revised Construction Traffic Management Plan (word and .PDF file)
- Draft and final NEPA Traffic Impact Study (word and .PDF file)

### **B2.6.6 - Air Quality/GHG/ Climate Change/Energy** **Scope of Work**

Air quality work required to comply with NEPA and CEQA will be completed as part of Part A of the Project. As the Project design progresses, during Part B the preliminary air quality and mitigation measures will be reviewed and updated to reflect design refinements or new information obtained during preliminary design. Similarly, the Air Quality Technical Report would need to be updated to reflect anticipated impacts. GHG, Climate Change, and Energy studies completed as part of Part A would be reviewed and updated to reflect design refinements or new information obtained during preliminary design activities undertaken in Part B to support CEQA documentation.

Under recent changes implemented in 2025, consideration of greenhouse gas (GHG) emissions climate change impacts is generally no longer required in the NEPA review process for federal agencies, including the Federal Railroad Administration (FRA). This is a reversal of prior guidance and regulations. The Consultant will coordinate with RCTC and the NEPA Lead Agency prior to the development of the NEPA document to determine the extent of GHG analysis required for purposes of NEPA.

### **Assumptions**

- Up to three rounds of RCTC/NEPA Lead Agency review.

### **Deliverables**

- Draft and final Revised Air Quality Technical Report, GHG Technical Report, and Energy Technical Report (word and .PDF file)

#### **B2.6.7 - Noise & Vibration**

The overall approach will be to update the noise and vibration technical report produced in Part A to reflect relevant new information and details that will be available, such as specific locations for proposed new stations, the alignment/layout of additional (third or fourth) tracks, construction phasing plans, and changes in land use that may occur along the project corridor (e.g., development of new sensitive land uses along the project alignment). The Consultant will update the noise and vibration analysis in accordance with the guidance in the FTA *Transit Noise and Vibration Impact Assessment Manual* (FTA Manual). The analysis will focus on noise- and vibration-sensitive uses along the Project corridor (which include residential, lodging, schools, and parks) at which the screening analysis in Part A indicated noise and/or vibration impacts could occur.

The baseline noise and vibration monitoring program would not be repeated because it is assumed that the existing year (as defined for CEQA and NEPA purposes) would not change. FTA noise and vibration impact criteria used for the NEPA assessment will also inform thresholds of impact under CEQA. Local noise and vibration standards, such as those in relevant City and County municipal codes and General Plans, will also be considered in the CEQA assessment. Construction noise and vibration will be analyzed using methods described in the FTA Manual and supplemented using tools such as the FHWA's Roadway Construction Noise Model (RCNM). Mitigation measures will be identified to reduce predicted noise and vibration impacts from project construction or operations. These measures will expand and

augment the noise and vibration mitigation strategies identified in the Final Tier 1/Program EIS/EIR and the Part A analysis.

### **Scope of Work**

Using available resources, relevant published guidance, project information, and engineering data to be provided by the Project Delivery Team, the Consultant proposes to perform the following scope of work.

- Review available project plans and information to obtain data relevant to the updated project noise and vibration analysis.
- Prepare data needs requests, as needed, for specific data or information required to facilitate the analysis. Where specific data is unavailable, the Consultant will coordinate with the Project Delivery Team to develop reasonable assumptions. Key assumptions, if any, will be provided to the Project Delivery Team for approval before they are used.
- Review land uses along the project corridor to identify new sensitive receptors, if any, or other development that would change the Part A analysis. This review would use GIS land-use data provided by the project engineer and publicly available mapping and aerial photography.
- At locations where Part A analysis showed no impacts would occur, no new or updated analysis will be conducted unless new information indicates the potential for a new impact not previously considered.
- The following noise and vibration analyses will be focused on receptors at which the screening analysis in Part A indicated noise and/or vibration impacts could occur:
  - Analyze construction noise and vibration levels at sensitive receptors around the six identified station locations.
  - Analyze noise and vibration levels at sensitive receptors along the project corridor due to the construction of project improvements, including additional tracks and other physical improvements identified as part of the project design.
  - Analyze noise and vibration levels from future station operations, including onsite operations and changes to traffic on the surrounding local roadway network.
  - Analyze noise and vibration levels at sensitive receptors from train operations along the rail corridor.
- Where noise or vibration impacts are predicted, identify and assess the feasibility of potential mitigation measures. Mitigation measures will expand and augment the noise and vibration mitigation strategies identified in the Final Tier 1/Program EIS/EIR and preliminary mitigation measures described during Part A.
- Prepare an updated noise and vibration technical report detailing methodologies, findings, and recommended mitigation measures.
- Share analyzed noise and vibration levels with other subject matter experts as needed to support their analyses (e.g., project biologists). Interpretation, assessment, and mitigation measures related to these topics will be the responsibility of the subject matter experts who complete these analyses.

### **Assumptions**



## RCTC - CV Rail PE and Environmental - Scope of Work

- No new fieldwork will be conducted, including noise measurements, vibration measurements, or site reconnaissance.
- The Project Delivery Team will provide the necessary operational data or facilitate obtaining this data from the relevant railroad operators. Such data includes number, type, length/consist, and times of trains; speed profiles along the alignment; and track type and conditions.
- A maximum of 40 receivers will require supplemental noise and/or vibration analysis in Part B to determine impacts and mitigation. If supplemental analysis is required at more than 40 receivers, additional scope and cost will be required.
- Based on engineering data available at the time, supplemental analysis will use the FTA Manual's General Assessment methods where these are sufficient to quantify additional impacts. Where necessary to determine impacts and assess mitigation measures, the FTA Manual's Detailed Analysis methods will be used.
- The project will not include any Type I highway projects as defined under 23CFR772, that require review and approval of Caltrans. Detailed traffic analysis using FHWA's Traffic Noise Model (TNM) will not be required.
- No hydroacoustic (underwater noise) analysis will be prepared.
- Only one Project Build alternative will be analyzed.
- Consultant noise staff will attend up to 24 hours of virtual project meetings.
- Consultant noise analyst will prepare for and attend up to four public meetings. It is assumed that each meeting will last up to four hours.
- Up to three rounds of RCTC/NEPA Lead Agency review. All comments from each round of review will be collated from all reviewers and delivered to ICF as a single package.
- The Project Delivery Team will provide details regarding any proposed nighttime construction work.
- Aerial photographs at a scale suitable for preparation of project mapping, figures, and analyses will be provided by the Project Delivery Team (1 inch=200 feet scale minimum, with a minimum of 500 feet shown around any areas of improvement). Pixel size shall be no more than 2.5 square feet and image shall be orthorectified.
- 3D CAD/MicroStation files shall be provided in a known coordinate system or projection with attributes provided on discrete layers.
- Information provided to noise consultant shall be at a level of detail sufficient for preparing the technical study and include whatever is needed to conduct the scope of work and analyses described above.
- Any additional tasks or analyses beyond those specifically described in the scope of work and assumptions will be subject to additional costs on a time-and-materials basis.
- No additional deliverables, beyond those specifically described below, will be prepared. Examples of excluded deliverables include Work Plans, Methodology Memoranda, interim reports, and noise and vibration control plans.
- Other direct costs (ODCs) reflected in the cost estimate are based on our best estimates at the time that this scope of work and associated cost was prepared; however, if ODCs actually needed for the project exceed this amount, then a separate amendment will be needed to address these additional costs.

## **Deliverables**

- Draft and final Revised Noise and Vibration Technical Report (word and PDF file).
- Supporting tables, figures, and maps (included in the body of the technical report or as appendices).

### **B2.6.8 - Aesthetics/Visual Impact Analysis**

To support the Part B efforts, the Consultant will prepare the necessary visual analyses of the rail corridor from Colton to Coachella and evaluate the specific station and maintenance sites that have been identified in Part A engineering design. The analyses will be performed at a level of detail to sufficiently support the CEQA/NEPA process and provide the lead agency with specific mitigation that can be attributed to each of the six station sites and the rail corridor as a whole. Similar to the effort for Part A, the work performed for Part B will use available resources, relevant published guidance, and project/engineering information and data to be provided by the Project Delivery Team. Part B will complete the Visual Technical Report through the Inventory and Analysis Phase. Baseline field documentation and photographs will be captured and landscape visual character documented. The 30 key views will be confirmed, documented through in-person field observation and photography, and evaluated. Landscape visual quality will be assessed for intactness, unity, and vividness. Characterization of potential viewers and viewer sensitivity will be confirmed through public hearing information provided by the Project Delivery Team. The Analysis Phase will evaluate the Projects visual impacts based on an assessment of visual change and visual sensitivity and will include development of visualizations (described below), assessment of visual compatibility, contrast, visual change and assessment of viewer and viewpoint sensitivity, and determination of overall visual impact.

The proposed project is expected to result in moderate visual changes. There are Bureau of Land Management parcels (Santa Rosa and San Jacinto Mountains National Monument) within the project corridor with visual resource inventory classifications of Class II and III (i.e. heightened visual sensitivity). The project crosses the Pacific Crest Trail and state eligible State Scenic Highways. The key potential impacts associated with the Project include the development of new stations, overpasses, noise barriers, bridge widening, tree removal and associated visual changes as seen from adjacent public roadways and nearby sensitive visual resources including residential, community, scenic roads, trails, and conservation lands.

The Consultant will prepare color visualizations utilizing digital photographs and computer rendering techniques to produce visualizations that illustrate before and after visual conditions based on available architectural and engineering design. Massing models may be used to represent stations or other proposed infrastructure in the event more complete architectural design is not available at 25% design development. The visualizations will show the appearance of visible project features from representative viewing locations. The purpose of the visualizations is to illustrate the visual conditions of the project site, as perceived by the human eye, before and after implementation. Visualizations will be prepared from public vantages only. The use of AI technology to develop visualizations will be dependent on development of the technology to ensure simulated features are geolocated and accurately scaled. This level of

technology is not currently available and simulated project features must be modeled first before geolocating them in a photograph. AI tools for photo rendering and editing are currently available and will be utilized where feasible. In the event technology has not advanced as projected, or industry standards change for incorporating AI into visualizations, the cost may need to be revised.

The methodology for preparing visualizations involves obtaining and reviewing plans, elevations, and other available information on site grading, locations of project features, and appearance of project features; coordinating with Project Delivery Team and RCTC on selection of KOP locations and taking of photographs; preparing the photographs for use in simulations; preparing 3D SketchUp models of graded areas and project features; importing models to Google Earth to determine appearance from selected key view locations; rendering modeled features and prepare photo-realistic composite images for visualizations in Photoshop; and lastly preparing report figures.

### **Scope of Work**

The Consultant proposes to complete the following scope of work for the Visual Technical Report:

- Prepare description of site-specific landscape character for the 6 stations,;
- Identify up to 30 key observation points (KOPs) for each of the sites identified from Part A. In the event additional KOPs and analysis is needed, the scope and cost will need to be adjusted.
- Use the DSM developed in Part A to examine the viewshed for each of the six proposed stations. The corridor viewshed will not be reanalyzed, but the AVE will be updated as needed to accommodate the 6 stations.
- Create up to nine (9) photo simulations. Photo simulations will focus on proposed stations and other infrastructure changes. The scope is limited to the 30 percent design drawings. If edits are required after the 30 percent design drawings an additional cost will be incurred.
- The simulations will be available for public hearings and review, provided the necessary information inputs and adequate preparation time are made available.
- Qualitatively evaluate changes to daytime glare and nighttime lighting.
- Develop characterization of viewer groups and their responses to changes in views;
- Complete impact analysis focusing on changes in key views, including alteration of visual character from proposed vertical structures—such as grade separations, stations, and noise barriers—that may block views of visual resources, removal of structures or landscaping or by introducing visually incompatible elements.
- Prepare site-specific recommendations and mitigation measures that will address among other concerns, the public vantage points, viewer groups, and resources to lessen potential impacts.

- Prepare an analysis of the proposed development consistency (in terms of architectural and natural character and land use) with adjacent properties.

### **Assumptions**

- No changes or updates required within the regulatory setting specific to applicable Laws, Ordinances, and Regulations (LORs) specific to scenic and visual resources for each of the identified sites and include those relevant to cities, state, and federal agencies. Updates to or review of this section will require changes to scope and cost.
- One (1) simulations per station and 3 simulations for grade separations, noise barriers, or other infrastructure proposed for a total of nine (9) simulations and one round of review each. Alternatives will not be simulated.
- Following approval of the nine(9) photo simulation locations by the RCTC, no changes to the locations will be made during the preparation of the draft, revised draft, screen check draft, and final visual resource analysis report. Changes to the photo simulation locations, including requests to add additional photo simulation locations, will result in modifications to the scope and cost. In addition, an additional cost will be incurred if Project design changes occur after the preparation of the initial draft of the visual resource analysis report is prepared that affects the content of the analysis or require edits to the draft photo simulations.
- CAD files will be provided in known coordinate system or projection and attributes provided on discrete layers so that this information can be utilized in GIS, SketchUp, and other modeling programs.
- Construction lighting and project permanent lighting information will be provided including location, lamp type, lumens, and use.
- Engineering design will incorporate the mitigation measures and design best practices identified in Part A.
- The Project Delivery Team will provide relevant study reports including a survey of the proposed project area in PDF and AutoCAD formats.
- Visual team attendance or participation in public meetings is not included.
- Visual team will participate in virtual quarterly project coordination meetings or no more than 8 1-hour meetings per year for a total of 8 hours of meetings per year.
- Mitigation measures developed during Part B will be site specific and will be of sufficient detail to respond to CEQA/NEPA.
- Only one Project Build alternative will be analyzed.
- Up to three rounds of RCTC/NEPA Lead Agency review.
- The Project Delivery Team will provide the following:
  - Engineering design drawings (25%), in PDF and AutoCAD formats, including layout mapping, existing and proposed grading, location and elevation of station locations and associated infrastructure including structure heights
  - Mapping of tree removals or limits of vegetation removal
  - Site design landscaping and lighting plans

- Structure elevations and material and color themes for any proposed structures in PDF and AutoCAD formats
- SketchUp model of existing and proposed structures; and
- Any additional or updated resource and engineering data provided in Part A.

### **Deliverables**

- Draft and final Revised Visual Resources Technical Report (word and .PDF file)
- Supporting tables, figures, field worksheets, and maps (included in the body of the technical report or as appendices)
- Up to 9 photo simulations with one round of review

#### **B2.6.9 - Geotechnical**

### **Scope of Work**

Geotechnical work required to comply with NEPA and CEQA will be completed as part of Part A of the project. As the project design progresses, during Part B the preliminary geotechnical assessment and mitigation measures will be reviewed and updated to reflect design refinements or new information obtained during preliminary design. Similarly, the Geotechnical Impacts Assessment Report would need to be updated to reflect anticipated impacts.

### **Assumptions**

- Up to three rounds of RCTC/NEPA Lead Agency review.

### **Deliverables**

- Draft and final revised Geotechnical Impacts Assessment Report (word and .PDF file)

#### **B2.6.10 - Hazardous Materials**

The Consultant will prepare a Phase I ESA for each of the six selected station sites. The Phase I ESAs will identify environmental risk to design and construction and will conform to the ASTM 1527-21 Standard Practice for Phase I Environmental Site Assessments. After station sites are selected in the previous stage of design (Part A), this approach will document recognized environmental conditions (RECs) and assign them a relative risk ranking – high, moderate, or low – as an indication of their likelihood of posing an environmental risk to the proposed station sites. As the design advances beyond 60%, the Consultant can recommend further characterization and assessment of high-risk areas through Phase II ESAs.

### **Scope of Work**

The Consultant will review Federal, state, and local ASTM-conforming environmental databases, historical documentation, and readily available regulatory agency documents to identify areas where environmental condition will warrant a higher risk level and may require further characterization, assessment, or management. The Consultant will conduct a field reconnaissance to observe the proposed station site properties. The Consultant will conduct interviews with property owners and others knowledgeable about the land use history. The

Consultant will prepare the Phase I ESA Reports describing the findings of the research and identifying parcels that may pose a greater environmental risk Project during design and construction. The Phase I ESA Reports will include recommendations for areas, depths, and contaminants of concern that may need further investigation.

A Phase II investigation is currently not recommended. After the station sites have been chosen and evaluated with a site-specific Phase I, a field sampling and analysis program can be more targeted to properties and locations that are likely to pose the greatest risk to the Project during design and construction.

### **Assumptions**

- The Phase I ESAs will conform to the ASTM 1527-21 Standard. ASTM-required elements such as property owner interviews and onsite reconnaissance of private properties will require assistance from RCTC.
- It is assumed that RCTC will assist with providing contact information for property owners and rights of entry onto private properties for the site reconnaissance.
- Submittals for Caltrans requirements, such as Initial Site Assessments or Preliminary Site Investigations, are not included.
- The Phase I ESA is considered a “snapshot-in-time” document. The findings may be valid for several years, but the report cannot be updated without significant rework if a period of more than 6 months has passed since the original report date.
- Phase 2 site investigation is not required during this phase of the project, is not included, and will be completed during final design if needed.
- Up to three rounds of RCTC/NEPA Lead Agency review.

### **Deliverables**

- Draft and final Phase I Environmental Site Assessment Reports, one for each station site (word and .PDF file)

## **B2.6.11 - Drainage/Hydrology/Floodplains**

### **Scope of Work**

The analysis conducted for the Drainage and Floodplain Impact Report required to comply with NEPA and CEQA will be completed as part of Part A of the Project. As the Project design progresses, during Part B the preliminary Drainage and Floodplain Impact Report will be reviewed and updated to reflect design refinements during Part B.

### **Assumptions**

- Up to three rounds of RCTC/NEPA Lead Agency review.
- 25% design is assumed to be largely completed during Part A of this SOW. Changes reflect in this report will be based upon updates related to station design conducted during Part B.

### **Deliverables**

- Draft and final Revised Drainage and Floodplain Impact Report (word and .PDF file)

#### **B2.6.12 - Water Quality**

The Consultant will update the technical study from Part A based on 25% engineering drawings and related reports. This effort will assist in preparing documentation that ultimately will be used for permitting from the applicable AHJ's.

### **Scope of Work**

The drainage patterns will establish the location and size of the proposed drainage improvements which will be basis for the proposed permanent BMPs at the stations and maintenance and layover facility. The basis of the design of the permanent BMPs will be updated in the Water Quality Management Plans and SWDR and will draw upon the information in the 25% drainage report. Once these BMP are sized and located, they will be reflected on 25% drawings on title sheets for the applicable AHJ's. Capital and O&M cost estimates consistent with this phase will be prepared to inform the overall construction cost of the project.

### **Assumptions**

- Does not include preparation of a preliminary SWPPP or SMARTS administration. This activity will commence at 60% as applicable.
- Does not include erosion control plans.
- The geotech report will include infiltration rates and depth to groundwater.
- Before commencing design of the preferred BMP alternative, assume the related drainage report and geotech report are substantially complete.
- PID SWDR is not needed. PS&E SWDR will be prepared at 60%.
- A preliminary WQMP will be prepared for each proposed station regardless if it is in the same AHJ.
- Assumes mitigation for impervious surfaces impacts will occur on property own by project stakeholders (i.e., RCTC, railroad, etc.).
- Does not include mitigating for impervious surface impacts on public right-of-way (i.e., green street BMPs).
- Does not include preparation of Transportation Project BMP Report.

### **Deliverables**

- 25% permanent BMP sheets (1 sheet per station (plan view only, no profile), 1 sheet for maintenance and layover yard, 1 detail sheets for total of 7 sheets); to be included in drainage set.
- 25% Water Quality cost estimate
- 25% Preliminary WQMP; 6 total
- 1 PAED SWDR

**B2.6.13 - Socioeconomics/Environmental Justice**

**Scope of Work**

Due to the potential timing of the development of the CEQA document, updates to the Socioeconomics/Environmental Justice evaluation may be required. Baseline demographic information will be validated and cross-referenced to incorporate latest US Census and regional socioeconomic data and determine whether the environmental resource impact analysis remains valid. In addition, if changes to the Project alignment and station location footprint change, the socioeconomic analysis will be updated to reflect changes in the impact findings and determination. The scope of work identified in Task A2.8.10 will be conducted to incorporate project changes and/or if existing conditions, regulatory setting and other circumstances require updates.

Executive Orders (EOs) issued in January 2025 rescinded prior EOs that mandated the consideration of EJ impacts in federal permitting and enforcement decisions. Consequently, new NEPA guidance from CEQ and other federal agencies states that NEPA documents "should not include an environmental justice analysis". The Consultant will coordinate with RCTC and the NEPA Lead Agency prior to the development of the NEPA document to determine the extent of EJ analysis required.

**Assumptions**

- Three RCTC and NEPA Lead Agency reviews

**Deliverables**

- Draft and final Revised Socioeconomic/Environmental Justice Report (word and .PDF file)

**B2.6.14 - Economics & Fiscal Impacts**

**Scope of Work**

The data collection and analysis conducted for the Economic Technical Report required to comply with NEPA and CEQA will be completed as part of Part A of the Project. As the Project design progresses, during Part B the Economic Technical Report will be reviewed and updated to reflect design refinements or new information obtained during preliminary design.

**Assumptions**

- Up to three rounds of RCTC/NEPA Lead Agency review.

**Deliverables**

- Draft and final Revised Economic Technical Report (word and .PDF file)

**B2.6.15 - Land Use & Planning**

**Scope of Work**



The data collection and analysis conducted for the Land Use Technical Report required to comply with NEPA and CEQA will be completed as part of Part A of the Project. As the Project design progresses, during Part B the preliminary Land Use Technical Report will be reviewed and updated to reflect design refinements or new information obtained during preliminary design.

### **Deliverables**

- Draft and final Revised Land Use Technical Report (word and .PDF file)

### **Assumptions**

- Up to three rounds of RCTC/NEPA Lead Agency review.

#### **B2.6.16 - Paleontology**

### **Scope of Work**

*Background Research.* The Consultant will request supplemental paleontological records searches from the San Bernardino County Museum (SBCM) and the Western Science Center (WSC) for areas not covered by the records search in Part A. For purposes of this SOW, the study area for the PRA for Part B is defined as a 1-mile radius of the entire 76-mile Project corridor. The Consultant will review on-line paleontological databases, geologic maps, and additional on-line research, as necessary. Relevant and available paleontological resource documentation will need to be provided by the Project Delivery Team. This may include as-built site plans, prior paleontological resource documents, geotechnical reports, etc.

*Field Survey.* After the background research is completed, the Consultant will conduct a combined windshield and pedestrian field survey for areas not covered by the field survey in Part A. The purpose of the survey is to identify paleontological resources that may be impacted by the Project, characterize the geologic setting of the Project, and to field check previously recorded paleontological resources within or immediately adjacent to the Project discovered by the records search. Surficial geologic exposures will be visually examined by a paleontologist for evidence of paleontological resources. The survey will also focus on drainages, slopes, and outcrops where stratigraphy is visible at the surface. If paleontological resources are present at the surface, the survey of the property/parcel will be conducted using 15-meter transects to determine if additional resources are present. Photographs will be taken to document the survey.

*Paleontological Resource Assessment.* The Consultant will prepare a Paleontological Resource Assessment which will include a Project description, setting, methods, results, paleontological sensitivity, potential impacts, and recommendations sections. The report will be prepared in accordance with Society of Vertebrate Paleontology and industry guidelines. The report will also include documentation of up to ten (10) paleontological resource localities discovered as part of the field survey. Maps and photos will be included in the report.

*Meetings and Trainings.* As needed, the Consultant will participate in virtual Project meetings (up to one Project kickoff meeting, two field survey coordination meetings, and two report

progress meetings) with the Project Delivery Team, RCTC, and/or other parties involved in the Project.

The Consultant will also attend necessary railroad safety training courses prior to commencement of fieldwork. It is our understanding that this training will be held in person and will require recertification after two years. For the purposes of this proposal, the Consultant assumes up to two (2) rounds of training for up to five (5) Consultant staff members for Part B.

### **Assumptions**

- Paleontological pedestrian field surveys will be conducted within areas designated as having undetermined paleontological sensitivity within the Project corridor.
- This scope estimates approximately 32 non-contiguous miles of the Project will be undetermined paleontological sensitivity. Parcels where surficial geology is not visible (i.e., under asphalt/pavement) will not be surveyed. A windshield field survey of the remainder of the Project will be conducted to determine additional areas with paleontological sensitivity not visible at the scale of existing geologic maps.
- The survey will be conducted by a field crew of two; one paleontological field director and one paleontological field crew.
- The Project Delivery Team will need to provide legal and physical access to the Project areas.
- No more than ten (10) paleontological resources will need to be documented during the survey.
- The paleontological resources will be documented using digital paleontological locality forms and the location will be plotted with a sub-meter accuracy GPS unit.
- No paleontological resources will be collected.
- Up to three rounds of RCTC/NEPA Lead Agency review.

### **Deliverables**

- Draft and final Revised Paleontological Resources Assessment Report (word and .PDF file)

#### **B2.6.17 - Section 4(f)/6(f)**

### **Scope of Work**

Due to the potential timing of the development of the CEQA and NEPA documentation, updates to the Section 4(f)/6(f) evaluation may be required. Baseline information will be validated and cross-referenced to determine whether additional Section 4(f) and 6(f) properties are within the Project limits. If any changes to the project alignment and station location footprint change, the Section 4(f)/Section 6(f) analysis will be updated to reflect changes in the impact findings and determination. The scope of work identified in

Task A2.8.14 will be conducted to incorporate project changes and/or if additional Section 4(f) and Section 6(f) properties are identified.

### **Deliverables**

- Section 4(f)/6(f) Report (Updated)
  - Resources Evaluated Relative to the Requirements of Section 4(f) No Use Determination(s)
  - Exceptions to Use Determination(s)
  - De Minimus Finding and De minimis Determination(s)
  - Programmatic Evaluation(s)
  - Individual Evaluation(s)
  - NEPA document Section 4(f) narrative
  - Preparation of correspondence to Officials with Jurisdiction and Department of the Interior as required.

### **Assumptions**

- Up to two additional Section 4(f) and 6(f) properties beyond those identified in Task A2.8.14 will be evaluated
- Up to two individual evaluations will be conducted
- Coordination with Officials with Jurisdiction is limited to two officials
- One build alternative (rail alignment and six stations)
- Up to three rounds of RCTC/NEPA Lead Agency review.

### **B2.6.18 - Relocation Impact Document (OPTIONAL)**

A Relocation Impact Document (RID) is required to supplement the environmental document. Based on the number and types of displacements anticipated, a Relocation Impact Report may be required.

The consultant will work with the design and environmental teams to develop the RID. It is assumed the environmental team will provide general project information including a project description, discussion of the affected environment, and relevant demographic data for the affected communities. This data, which will likely be assembled for other environmental technical reports, will be included in the RID for consistency and to provide context for the discussion of displaced uses.

Based on the properties identified by the design, environmental, and real estate teams as impacted by the Project, Monument will determine the number and types of potentially displaced uses. This research will be based on data sources including Riverside County Assessor Records, CRMLS, DataTree, LandVision, Costar, and Google Maps/Earth. Site visits will be conducted if necessary and appropriate. Monument will prepare a discussion of displacements that would result from each acquisition. The discussion will identify the number and type of residences or businesses affected as well as the estimated number of affected occupants or employees as appropriate.

The consultant will prepare a Draft RID for submittal with the Draft ED. This deliverable assumes the sections developed by others will be provided to the consultant for inclusion in the report, and that the consultant will have access to other technical authors to ask questions and obtain assistance where necessary to integrate information developed for other technical reports or ED Chapters/Sections. After circulation of the Draft ED, the consultant will update the RID based on public comments and resulting updates to design, and submit a Final RIR to be attached to the Final ED.

**Assumptions:**

- Preparation of a RID is NOT included. If required, additional fee will be required to prepare.

### **Task B2.7 - OPTIONAL Part B Task A – Assessment of Western Corridor**

The Consultant will coordinate with the Project Delivery Team, RCTC, and the NEPA Lead Agency to determine the nature of improvements to be made in the Western section of the Project corridor. These may include the identification of station improvements and a change in number of daily train trips (which could include up to five total daily round-trip intercity passenger trains (three more than contemplated in the Tier 1/Program EIS/EIR).

If such improvements are contemplated for the Western section, the proposed change in daily round trips could be covered through one of the following CEQA options.

- *CEQA SE.* Due to the nature of envisioned changes in the Western Section of the Program Corridor (e.g., change of two daily round trips to up to five daily round trips within an existing rail corridor), the proposed changes could qualify for an exemption pursuant to CEQA Guidelines Article 18 Section 15275(a) - *Specified Mass Transit Projects*. CEQA Guidelines Article 18 Section 15275(a) states that **CEQA does not apply to mass transit projects that involve the institution or increase of passenger or commuter service on rail lines or high-occupancy vehicle lanes already in use**, including the modernization of existing stations and parking facilities. (Emphasis added.)
- *CEQA Addendum.* CEQA establishes the type of environmental documentation required when changes to a project occur after an EIR is certified. Specifically, Section 15164(a) of the CEQA Guidelines states that:
  - *The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.*

It is anticipated that the increase of three daily round trips within the Western Section of the Program Corridor would not require any physical improvements (e.g., no additional railroad infrastructure, no new stations, and no additional improvements to existing stations) to accommodate the proposed service. However, the existing host railroad agreements would need to be researched and potentially renegotiated to confirm the availability of slots for the

increase in daily round trips. This discussion should also include Metrolink operations.

If no additional physical improvements would be required within the Western Section of the Program, the additional train trips in the Western Section are unlikely to result in any new additional significant impacts, nor would the proposed changes substantially increase the severity of previously anticipated significant impacts identified in the Tier 1/Program EIS/EIR. Rather, impacts associated with the proposed changes within the Western Section are within the envelope of impacts addressed in the certified Tier 1/Program EIS/EIR and do not constitute a new or substantially increased significant impact. Based on this preliminary determination, the proposed changes do not appear to meet the requirements for preparation of a Subsequent or Supplemental EIR pursuant to Section 15162 of the CEQA Guidelines.

Similar to the CEQA analysis, the increase of three total daily round-trip intercity passenger trains throughout the Program Corridor would require changes to the SDP and additional NEPA documentation. For the Western Section, the Consultant will assist RCTC in coordinating with FRA (or the designated NEPA lead agency) to determine the appropriate level of environmental documentation that could be developed now for the proposed change in daily round trips. Subject to coordination/discussion with FRA, it is possible that the proposed increase in daily round trips in the Western Section could be covered under a NEPA CE through preparation of FRA's CE Worksheet or preparation of an FRA NEPA Re-Examination Worksheet (comparing to Tier 1/Program EIS/EIR).

CEs are actions that do not induce significant impacts to planned growth or land use for the area, do not require the relocation of significant numbers of people, do not have a significant impact on any natural, cultural, recreational, historic or other resource, do not involve significant air, noise, or water quality impacts, do not have significant impacts on travel patterns, and do not otherwise, either individually or cumulatively, have any significant environmental impacts (23 CFR 771.116).

Once improvements are identified for the Western Section, the Consultant will prepare a draft CEQA/NEPA Environmental Constraints and Opportunities Analysis which would include a review of recent environmental documents developed for nearby projects for relevant information. In addition, available environmental data from existing GIS sources, such as inventories of endangered and threatened species, sensitive habitats, cultural/historic resources, and communities of concern will be reviewed. A recommendation on the level of CEQA and NEPA clearance would also be included.

Upon receipt of comments on the Draft CEQA/NEPA Environmental Constraints and Opportunities Analysis, the Consultant will revise the document and resubmit for RCTC and NEPA Lead Agency staff review.

### **Assumptions**

- Up to two rounds of RCTC/NEPA Lead Agency review.

### **Deliverables**

- Draft and final CEQA/NEPA Environmental Constraints and Opportunities Analysis (word and .PDF file)

## Task B3 - Preliminary Engineering (up to 30%)

Preliminary Engineering (up to 30%): Augment from the studies of Part A to finalize the preliminary designs for key elements of the Eastern Section of the rail corridor, including:

- Alignment of the proposed third or fourth tracks
- Specific station sites identified in Part A
- Siding tracks, pedestrian bridges, drainage structures
- Traffic analysis at proposed Station Sites and impacts to existing at-grade crossings
- Grade crossing improvements, grade separations, and additional infrastructure needed to support inter-city rail service.

Preliminary engineering studies completed in Part A will be incorporated into the tasks for this phase. The following design components will be developed and included in the analysis for this phase:

### Task B3.1 - Bridge Crossings

#### Assumptions

- The 25% bridge design prepared under A3.8.8 and A3.8.9 will not be affected by the environmental impact minimization effort performed under Task B3.

### Task B3.2 - Drainage Improvements

Drainage improvements and 25% design is assumed to be completed in Part A, with the exception of advancing select station location drainage design to 25% in Part B.

### Task B3.3 - Track Design

#### Assumptions

- No changes to the 25% track alignment design prepared in Part A will be required.

### Task B3.4 - Cost Estimates

Develop 25% level cost estimates for the proposed design and construction of the project.

### Task B3.5 - Stations Design

Develop the 25% level design of the stations including amenities and elements requested and approved during stakeholder meetings including platforms, pedestrian shelters, pedestrian circulation and accessibility elements, first-last mile connections, landscaping, civil site and street improvements.

#### *Landscape Architecture*

The landscape treatments at each of the six station zones will vary to match the existing community's character. The team will take inventory of and evaluate community or streetscape design criteria for each of the six station zones to confirm proposed design schematics meet rail service technical requirements and are complementary to the site context and conditions. The

team will work closely with site specific disciplines (Architecture, Civil, Drainage) to provide a cohesive, functional, and strategic design solution. The team will also comply with environmental criteria as defined in technical studies.

**Assumptions**

- Attend one site visit per station
- Attend monthly meetings

**Deliverables**

- Preliminary landscape placement exhibits (1 for each of the 6 station zones); illustrating station specific design criteria.
- 25% Landscape Layout Plans

*Civil & Parking*

Advancement of test fit layouts to 25% conceptual design will be produced for the 6 selected station sites. Standard elements and features for the civil design will include parking spaces (standard, ADA and EV ready), accessible path of travel to/from the public right-of-way, edge of pavement, sidewalk, placement of fencing and bus bays.

**Assumptions**

- Includes one stakeholder workshop per station zone to be attended by two staff
- Attend one site visit per station
- Attend monthly meetings
- Preliminary grading not provided at 25%

**Deliverables**

- 25% Civil Station Plans

*Fire Life Safety and Egress Calculations*

Fire Life Safety's scope will be limited to development of station design through the 25% tasks.

**Assumptions**

- Limit of (2) client presentation decks on egress
- No in-person meetings or travel
- Designs will be based on prescriptive compliance strategies; no performance-based design (e.g., tenability egress/fire modeling) or variances included (Options to be developed upon request; anticipate request for travel distance)
- No fire protection or alarm & detection system design for 25%. Limited to scoping requirements.

- Evaluation of Station Options will be limited to over the shoulder reviews and preliminary calcs. Egress calculations will be for only for the selected station option.
- Where ridership data for emergency egress is not sufficient to determine train and platform occupant loads, a conservative assumption for detraining of 100% train crush capacity and for entraining (platform) of 50% train crush capacity will be used unless specific direction is provided.
- Participation in Preliminary Hazard and Risk Assessment Mitigations is not included. Option for involvement can be developed upon request.

### **Deliverables**

- Basis of Design Report Fire Life Safety Chapter/Section
- Egress Report including NFPA 130 Calculations
- Code Compliance Analysis & Life Safety Plans

### *Station Architecture*

Station architectural design for each of the 6 selected stations will be developed.

### **Assumptions**

- Consultant will lead the station system-wide components, including the System-Wide Design Guidelines, kit-of-parts development, and manufacturer outreach.
- Evaluation of passenger touchpoints will include constructability, design language, and common components.
- Project scope assumes 6 stations, each requiring a pedestrian overpass or underpass.
- No specifications will be provided.

### **Deliverables**

- Station Architecture Sheets
  - Station Site Plan (6)
  - Station Accessible Path of Travel Plan (6)
  - Passenger Egress Plan (6)
  - Overall Platform Plan and Elevation (6)
  - Overall Pedestrian Bridge Plan (6)
  - Enlarged Platform Plan Sheet 1 of 4 (6)
  - Enlarged Platform Plan Sheet 2 of 4 (6)
  - Enlarged Platform Plan Sheet 3 of 4 (6)
  - Enlarged Platform Plan Sheet 4 of 4 (6)
  - Sections (6)
  - Pedestrian Bridge Section (6)



## **Task B3.6 - OPTIONAL Part B Task B – Recommendation For Alternate Delivery Of Final Design And Construction**

*Optional Task B:* Provide recommendations for alternative delivery methods for final design and construction of the project. As part of the planning and conceptual engineering tasks, the selected consultant shall evaluate and recommend potential phasing approaches for the project. The intent of this task is to identify logical, feasible, and cost-effective ways to implement the project in phases, recognizing that the full buildout may not occur at once.

As another optional task, at the election of RCTC, the consultant will assess options for Alternative Delivery of the Final Design and Construction of the project. These alternatives can include Design-Build, Progressive Design Build, Construction Manager/General Contractor (CM/GC), Public Private Partnership (P3), Construction Management at Risk (CMR), etc. The consultant shall provide a cost/risk analysis for the various options and provide a recommendation, if any, at the end of the study.

## **Task B4 - Project Management**

Project management tasks for Part B will be similar to those performed during Part A, but may be adjusted in frequency based on the needs of the project as the work progresses.

Reoccurring tasks, e.g. meetings, monthly schedule updates, etc. are assumed to continue through the duration of Part B, from February 2029 through April 2032. Work on these tasks during Part A is covered under a separate task.

### **Task B4.1 - Project Management Plan**

A Project Management Plan (PMP) for Part B will be prepared that outlines the project's structure, objectives, timelines, deliverables, resource allocation and includes detailed planning for managing the scope, schedule, costs, quality, communications, risk, and procurement aspects of the project. Relevant portions of the PMP developed during Part A will be carried forward.

#### **Assumptions**

- PMP will be prepared for the scope of work covered in this contract only.
- PMP will be updated to reflect Part B tasks as they are better understood near the conclusion of Part A.
- PMP update will be submitted to RCTC for review within 1 month of NTP. One round of review comments will be incorporated.

#### **Deliverables**

- Project Management Plan, updated for Part B

## Task B4.2 - Project Controls

### B4.2.1 - Schedule

Consultant will continue to update the project schedule prepared in Part A during Part B.

#### Assumptions

- Schedule updates in Part B will continue to use the same software format agreed upon during Part A.

#### Deliverables

- Monthly Schedule Updates

### B4.2.2 - Project Management, Progress and Cost Reporting

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. Invoices shall be submitted no later than 30 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each task. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title.

#### Assumptions

- Progress reports and invoices will be in a format agreed upon with RCTC at the beginning of the project.
- Progress reports will include summary work completed during invoicing period by task, work anticipated for next period, outstanding scope and schedule risks, and projected versus actual spending over time.

#### Deliverables

- Monthly Invoicing with Progress Reports

### B4.2.3 - Risk Register Development

The consultant will build upon the risk register developed during Part A, ensuring continuity and relevance to the next phase of the project. As part of this task, the consultant will participate in a kickoff and present a summary of the top project risks and validate their continued applicability. The consultant will also identify risks specific to this phase and incorporate them into the updated register. The revised risk register will serve as a foundational tool for ongoing risk monitoring and mitigation.

#### Assumptions

- The workshop will be 1 day and held virtually.

- The Project Risk Register will be submitted to RCTC for review within 2 weeks of completion of the risk workshop. One round of review comments will be incorporated into the Register; further updates will occur during the regular risk management updates.

### **Deliverables**

- Updated Project Risk Register

#### **B4.2.4 - Document Control**

Report data and information including cut sheets, strip maps, electronic files, CADD files, GIS shape files, photos, layout plans, utility plans, and typical cross sections used in the development of the station study. Native files used in the environmental clearance development will be transmitted to RCTC via a delivery method chosen by RCTC, including SharePoint upload, physical hard drive transfer, CD, or thumb drive transfer. Files should be maintained in RCTC's SharePoint drive.

### **Task B4.3 - Project Team Meetings**

#### **B4.3.1 - Monthly PDT Meetings**

Project Development Team (PDT) meetings will be the primary regularly scheduled meeting in which to provide project updates, discuss progress, make key project decisions, and set project priorities. These monthly meetings will cover the full range of active and upcoming project tasks with reporting provided on each. Selected stakeholders may be invited to these regular meetings as well based on RCTC's preference and the approved Stakeholder Coordination Plan.

### **Assumptions**

- Attendees will include RCTC project management staff, selected stakeholders based on agenda, and consultant project management staff with specific technical leads as dictated by agenda.
- Assume up to 8 consultant staff for a 2-hour meeting.
- Agenda for upcoming PDT meetings will be discussed at bi-weekly check-in meetings with RCTC.
- Meetings will generally be held remotely, with in-person meetings occurring in Riverside for key decision discussions or at RCTC request.

### **Deliverables**

- PDT Meeting agendas and notes

#### **B4.3.2 - Monthly Trend Meetings**

Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, on a biweekly 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.

### **Assumptions**

- Meetings will occur monthly and approximately two weeks before each PDT meeting so that the RCTC and consultant project management teams are meeting at least every two weeks.
- Attendees will include RCTC project management staff and consultant project management staff with specific technical leads as dictated by agenda.
- Assume up to 5 consultant staff for a 2-hour meeting.

### **Deliverables**

- Meeting agendas and notes

#### **B4.3.3 - Risk Management**

This task includes ongoing risk management support to the project by the consultant. The consultant will regularly attend project meetings to monitor emerging risks in real time and will facilitate monthly qualitative risk update meetings and quarterly quantitative risk update meetings with project stakeholders. Following each quarterly update, the consultant will provide a summary of top risks, key changes, and trends. Additionally, the consultant will conduct annual risk modeling using Monte Carlo simulation to quantify risk-adjusted cost and schedule outcomes, with results delivered in a report to project leadership.

### **Assumptions**

- Monthly risk monitoring and updates will occur during regular PDT or Bi-weekly Check-in Meetings.
- Quarterly update meetings will be separate and include the PDT team.

### **Deliverables**

- Quarterly Risk Register Updates
- Annual Risk Modelling Updates

## **Task B4.4 - Project Delivery Support Tasks**

#### **B4.4.1 - NOT USED**

#### **B4.4.2 - OPTIONAL - Safety and Security Certification Planning**

### *System Safety and Security Certification Management*

The Consultant will perform a system safety and security review that provides detailed system safety and security analysis for the Project. The System Certification will include consideration of such topics as at-grade rail crossings, interfaces with other rail lines (existing and future), and

pedestrian safety for access to stations. The SSMP and SSCP will follow the FTA Handbook for Transit Safety and Security Certification and other FTA and APTA guidelines. The two primary plans that identify FTA requirements, roles, responsibilities, and methodology are the Safety and Security Management Plan (SSMP) and the Safety and Security Certification Plan (SSCP). These two draft plans will be developed during the 25% design phase and submitted for review and approval.

### **Deliverables**

- Draft SSMP during 25% design phase
- Draft SSCP during 25% design phase

### **Assumptions**

- The Client will provide an approved SSMP/SSCP format to assure compliance with Client Style Guidelines
- The submittals will undergo one standard review cycle

### *Preliminary Hazard Analysis*

Per the SSMP and SSCP, the Consultant will prepare a Draft Preliminary Hazardous Analysis (PHA) based on the Project Design Criteria, specifications, and drawings. A Workshop, to include a multi-discipline review, is not included for this phase but can be added as needed. The Workshop, facilitated by the Client, would include the Systems Consultant, specialty consultants, the CM/GC(s), other Interfacing Contractors, and staff. The meeting would provide the technical input for the Consultant to prepare the PHA. The Consultant will submit a draft PHA report and a final PHA with the 25% design submission.

### **Deliverables**

- Draft PHA Report at 25% design phase

### **Assumptions**

- The Draft PHA Report does not include a Workshop described above
- The Client will provide an approved PHA format to assure compliance with Client Style Guidelines
- The submittals will undergo one standard review cycle

### *Threat and Vulnerability Assessment*

The Consultant will develop and implement a Threat and Vulnerability Assessment (TVA) and resolution process in accordance with the APTA SS-SIS-S-017-21 – Security Risk Assessment Methodology for Public Transit. A Workshop, to include a multi-discipline review, is not included for this phase but can be added as needed. The Workshop, facilitated by the Client, would include the Systems Consultant, specialty consultants, the CM/GC(s), other Interfacing Contractors, and staff. The meeting would provide the technical input for the Consultant to prepare the TVA. The Consultant will submit a Draft TVA with the 25% design submission.

### **Deliverables**

- Draft TVA Report at 25% design phase

### **Assumptions**

- The Draft TVA Report does not include a Workshop described above
- The Client will provide an approved TVA format to assure compliance with Client Style Guidelines
- The submittals will undergo one standard review cycle

### *Certifiable Elements List / Certifiable Items List*

The objective of this task is to prepare the Project's Draft Certifiable Elements List (CEL) and Certifiable Items List (CIL) in accordance with the Project SSMP and SSCP. A Workshop, to include a multi-discipline review, is not included for this phase but can be added as needed. The Workshop, facilitated by the Client, would include the Systems Consultant, specialty consultants, the CM/GC(s), other Interfacing Contractors, and staff. The meeting would provide the technical input for the Consultant to prepare the CEL/CIL.

### **Deliverables**

- Prepare the Project's CEL/CIL in accordance with the SSMP and SSCP and submit to project management for approval for the 25% design phase

### **Assumptions**

- The Draft CEL/CIL does not include a Workshop described above
- The Client will provide an approved CEL/CIL format to confirm compliance with Client Style Guidelines
- The submittal will undergo one standard review cycle

#### **B4.4.3 - OPTIONAL - Funding Support**

Funding support scope to deliver federal and state (SB1 category) applications in support of CV Rail project development efforts. These state applications will become the basis for the provision to match for the federal applications. The following will be implemented separately for each grant:

Task 1. Project Kick-Off/Strategic Guidance for Grant Application Development

Task 2: Grant Application Preparation

Task 3. Benefit Cost Analysis and Model Development to support federal applications

Task 4. Project Analysis Support including GHGe and GIS modeling to support State of California Applications

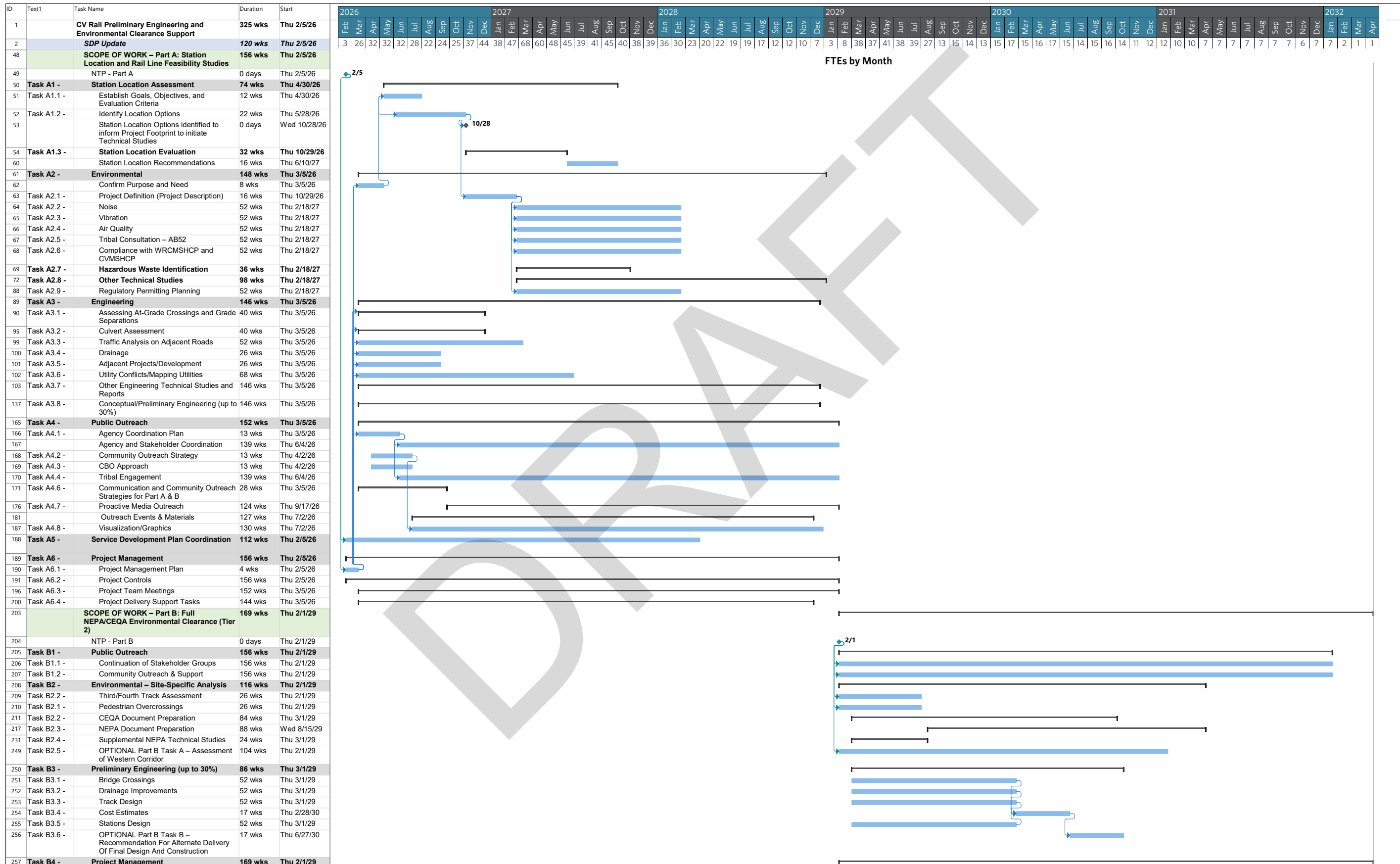
### **Deliverables**

- Two state grants in Preliminary form
- Two federal grants in draft Preliminary form

DRAFT



# C.4 – Proposed Summary Schedule





## EXHIBIT "C"

COMPENSATION SUMMARY<sup>1</sup>

Part A		
FIRM	PROJECT TASKS/ROLE	COST
<b>Prime Consultant:</b>		
HDR Engineering	Environmental and Engineering Services	\$ 30,774,522.95
<b>Sub Consultants:</b>		
HNTB	Transit and Environmental	\$ 14,731,411.70
AMMA Transit Planning	Transit Planning	\$ 54,257.52
Arellano Associates	Community Outreach	\$ 992,709.07
Bowman Consulting Group	Survey	\$ 1,601,908.79
BCreative Designs	Community Outreach	\$ 149,946.62
Costin Public Outreach Group	Community Outreach	\$ 705,004.50
DB E.C.O North America	Strategic Advisor/Liaison	\$ 80,000.00
DeAztlan Consulting	Community Outreach	\$ 150,000.00
Duke Cultural Resources Management	Cultural Resources	\$ 138,439.61
ERCL Consulting	Agency Coordination (Metrolink)	\$ 180,000.00
Fehr & Peers	Transportation/Traffic Reporting	\$ 750,216.94
Galvin Preservation Associates	Biological Resources	\$ 840,000.00
ICF Jones & Stokes	Environmental Support	\$ 720,000.00
JE Strategies	Stakeholder Engagement	\$ 150,000.00
LSA Associates	Biological Resource	\$ 1,332,901.02
Monument ROW	Right-of-Way	\$ 152,441.55
MSA Consulting	Engineering Support	\$ 45,000.00
Pacific Railway Enterprises	Rail Signals/Communication	\$ 526,681.74
ProProse (Sagent)	Public Relations	\$ 780,000.00
Saylor Consulting Group	Cost Estimating	\$ 1,045,321.47
South Environmental	Biological Resources	\$ 229,588.19
STC Traffic	Traffic and Signal	\$ 370,180.00
Steer Davies & Gleave	Ridership Estimation	\$ 18,885.34
tk/Communications	Stakeholder Engagement	\$ 150,000.00
Translutions	Traffic Reporting	\$ 10,000.00
WEST Consultants	Hydrology & Hydraulics	\$ 570,184.12
Westbound Communications	Community Outreach	\$ 447,942.67
Zephyr Rail	Mapping and Rail Engineering	\$ 466,360.12
<b>Total Costs</b>		<b>58,163,903.92</b>

Part B		
FIRM	PROJECT TASKS/ROLE	COST
<b>Prime Consultant:</b>		
HDR Engineering	Environmental and Engineering Services	\$ 8,528,153.43
<b>Sub Consultants:</b>		
HNTB	Transit and Environmental	\$ 5,314,694.72
Arellano Associates	Community Outreach	\$ 150,000.00
BCreative Designs	Community Outreach	\$ 75,000.00
Costin Public Outreach Group	Community Outreach	\$ 350,000.00
DB E.C.O North America	Strategic Advisor/Liaison	\$ 30,000.00
DeAztlan Consulting	Community Outreach	\$ 75,000.00
Duke Cultural Resources Management	Cultural Resources	\$ 40,000.00
ERCL Consulting	Agency Coordination (Metrolink)	\$ 80,000.00
Galvin Preservation Associates	Biological Resources	\$ 360,000.00
ICF Jones & Stokes	Environmental Support	\$ 120,000.00

JE Strategies	Stakeholder Engagement	\$	75,000.00
LSA Associates	Biological Resource	\$	200,000.00
MSA Consulting	Engineering Support	\$	199,601.20
Saylor Consulting Group	Cost Estimating	\$	800,000.00
South Environmental	Biological Resources	\$	40,000.00
tk/Communications	Stakeholder Engagement	\$	75,000.00
Westbound Communications	Community Outreach	\$	200,000.00
	Total Costs	\$	16,712,449.35

<sup>1</sup> Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

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**EXHIBIT O  
TO RFQ  
STATE, FHWA AND FRA REQUIREMENTS**

**CALTRANS/STATE REQUIREMENTS**

**1. STATEMENT OF COMPLIANCE.**

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

**B. FAIR EMPLOYMENT PRACTICES ADDENDUM**

1. In the performance of this Agreement, Consultant shall not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section. Consultant shall include this provision in all subconsultants for Services to be provided under this Agreement.

2. Consultant and all subconconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 12900 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and all subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. Consultant shall, and shall require that its subconsultants, permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by State, the State Fair Employment and Housing Commission, or any other

agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

#### 4. Remedies for Willful Violation:

(a) State may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, the Commission shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by Commission in securing the goods or services hereunder shall be borne and paid for by Consultant, and Commission may deduct from any moneys due or thereafter may become due to Commission, the difference between the price named in the Agreement and the actual cost to Commission to cure Consultant's breach of this Agreement.

## **2. DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

### **3. PROMPT PAYMENT**

Consultant agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 15 days from the receipt of each payment the Consultant receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission. Sections 4, Prompt Payment, of Exhibit "D" Part II shall also apply.

### **4. RELEASE OF RETAINAGE**

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

### **5. LEGAL REMEDIES**

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

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

### **6. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

## **7. INVENTIONS.**

Rights to Inventions and Data Made Under a Contract or Agreement — Consultant shall comply with Federal requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract, and shall be in compliance with 10 CFR 600.325 and Appendix A—Patent and Data Rights to Subpart D, Part 600.

## **8. ENVIRONMENTAL COMPLIANCE**

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

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

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

## **9. COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE.**

Consultant shall fully and adequately comply with California Executive Order N-6-22 (“Russian Sanctions Program”). As part of this compliance process, Consultant shall also certify compliance with the Russian Sanctions Program by completing the form provided by the Commission.. Consultant shall also require any subconsultants to comply with the Russian Sanctions Program and certify compliance pursuant to this Section.

## **10. ADDITIONAL FUNDING REQUIREMENTS**

The Commission may include, as part of any Task Order proposal request, additional State funding requirements applicable to the funding to be used for the relevant Task Order. Any such additional requirements shall be considered incorporated into this Agreement by reference as if fully set forth herein, and shall apply to all Services performed under the relevant Task Order.

**FEDERAL DEPARTMENT OF TRANSPORTATION  
FHWA AND CALTRANS REQUIREMENTS**

**1. FHWA Title VI Assurances.**

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

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

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

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

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

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

## **2. ADDITIONAL NONDISCRIMINATION REQUIREMENTS**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority



populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **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**

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

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

C. The above provisions apply to Consultant's subconsultants who retain subconsultants.

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

## **5. RELEASE OF RETAINAGE**

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

## **6. LEGAL REMEDIES**

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

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

## **7. DBE PARTICIPATION**

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

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

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

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
  - 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
  - Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."
- This Agreement is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

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

## **8. DBE GOAL**

This Agreement has a 20% DBE goal, and 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.

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

## **9. CONTRACT ASSURANCE; REMEDIES**

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

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

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

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

## **10. TERMINATION AND REPLACEMENT OF DBE SUBCONSULTANTS**

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

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

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Commission stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Commission's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.

7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from this Agreement.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on under this Agreement.
11. The Commission determines other documented good cause.

B. Consultant must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the Consultant's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Commission. The written notice to the DBE must request they provide any response within five (5) business days to both the Consultant and the Commission by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within five (5) business days, Consultant may move forward with the request as if the DBE had agreed to Consultant's written notice.

3. Submit Consultant's DBE termination request by written letter to the Commission and include:

- One or more above listed justifiable reasons along with supporting documentation.
- Consultant's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Consultant's written notice
- The DBE's response to Consultant's written notice, if received. If a written response was not provided, provide a statement to that effect.

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

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

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

1. Submit a request to replace a DBE with other forces or material sources in writing to the Commission which must include:

- a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
- b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
  - Description of scope of work and cost proposal
  - Proposed subcontract agreement and written confirmation of agreement to perform under this Agreement.
  - Revised Caltrans Exhibit 10-O2: Consultant Contract DBE Commitment.

2. If Consultant has not identified a DBE replacement firm, submits documentation of Consultant's GFEs to use DBE replacement firms within seven (7) days of Commission's authorization to terminate the DBE. Consultant may request the Commission's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and or other work Consultant had intended to self-perform, to the extent needed to meet DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Commission may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports Consultant's GFE

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

## **11. DBE COMMITMENT AND UTILIZATION**

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

1. Notify the Commission's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1st-tier subconsultant
  - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier

- Date of payment and total amount paid to each business (see Caltrans Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

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

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

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

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

## **12. COMMERCIALY USEFUL FUNCTION - DBEs**

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

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

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

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

forms) and incorporated herein by reference). Include the following information with the submittal:

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

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

Consultant must notify the Commission immediately if they believe the DBE may not be performing a CUF. The Commission will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional Commission evaluations. The Commission must evaluate DBEs and their CUF performance throughout the duration of this Agreement. The Commission will provide written notice to the Consultant and the DBE at least two (2) business days prior to any evaluation. The Consultant and the DBE must participate in the evaluation. Upon completing the evaluation, the Commission must share the evaluation results with the Consultant and the DBE. An evaluation could include items that must be remedied upon receipt. If the Commission determines the DBE is not performing a CUF, the Consultant must suspend performance of the noncompliant work.

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

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

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

If Consultant and/or the Commission determine that a listed DBE is not performing a CUF in performance of their DBE committed work, Consultant must immediately suspend performance of the noncompliant portion of the work. The Commission may deny payment for the noncompliant portion of the work. The Commission will ask the



Consultant to submit a corrective action plan (CAP) to the Commission within five (5) days of the noncompliant CUF determination. The CAP must identify how the Consultant will correct the noncompliance findings for the remaining portion of the DBE's work. The Commission has five (5) days to review the CAP in conjunction with the Consultant's review. The Consultant must implement the CAP within five (5) days of the Commission's approval. The Commission will then authorize the prior noncompliant portion of work for the DBE's committed work.

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

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

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

### **13. RECORDS OF PAYMENTS TO DBEs**

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

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

B. By the 15th of the month following the month of any payment(s), the Consultant must submit Caltrans Exhibit 9-P to the Commission. If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Caltrans Exhibit 9-P.

### **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).

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

## **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.

## **17. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES**

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

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The prohibited vendors (and their subsidiaries or affiliates) are:
  - Huawei Technologies Company;
  - ZTE Corporation;
  - Hytera Communications Corporation;

- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.  
and customers is sustained.

#### **ADDITIONAL FEDERAL REQUIREMENTS**

Additional federal requirements including, but not limited to, cost principles, accounting and auditing requirements are included in the model Agreement.

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**CALIFORNIA STATE TRANSPORTATION AGENCY  
TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM  
FUNDING REQUIREMENTS**

**1. 2 CFR Part 200**

- a. CONSULTANT agrees to comply with Title 2 Code of Federal Regulations 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles for State and Local Government, and Audit Requirements for Federal Awards.
- b. CONSULTANT shall follow 2 CFR 200, which shall be used to determine the allowability of individual Project cost items.
- c. Any Project costs for which CONSULTANT has received payment that are determined by subsequent audit to be unallowable under 2 CFR 200, are subject to repayment to COMMISSION for remittance to the State.
- d. Travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors.

**2. Record Retention**

- a. CONSULTANT shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of Recipient, its contractors and all 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. All accounting records and other supporting papers of CONSULTANT connected with Project performance under this Agreement and each Program Supplement shall be maintained for a minimum of three (3) years from the date of final payment to COMMISSION under a Program Supplement and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by CONSULTANT upon receipt of any request made by State or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, State will rely to the maximum extent possible on any prior audit of CONSULTANT pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by CONSULTANT's external and internal auditors may be relied upon and used by State when planning and conducting additional audits.
- b. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of Recipient's contracts with third parties pursuant to Government Code

section 8546.7, CONSULTANT, COMMISSION and State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such Agreement and Program Supplement materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to Recipient under any Program Supplement. State, the California State Auditor, or any duly authorized representative of State or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the Project for audits, examinations, excerpts, and transactions, and CONSULTANT shall furnish copies thereof if requested.

c. CONSULTANT will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by State, for the purpose of any investigation to ascertain compliance with this Agreement and the Act.

Copies of any records retained in accordance with this Agreement will be furnished upon receipt of any request made by State or its agents. The retention period shall be three (3) years from the date of final payment to COMMISSION under a Program Supplement for the TIRCP funds.

3. **Access to Records.** CONSULTANT will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by State, for the purpose of any investigation to ascertain compliance with this Agreement and the Act

4. **Reporting.** CONSULTANT shall comply with the following, to the extent applicable to this Agreement and CONSULTANT's scope of services:

TIRCP Progress Reporting shall be no more frequently than monthly and no less frequently than quarterly and shall generally include the following information;

a. Activities and progress made towards implementation of the Project during the reporting period and activities anticipated to take place in the next reporting period;

b. Identification of whether the Project is proceeding on schedule and within budget;

c. Identification of whether the Project Deliverables are proceeding on schedule.

d. Identification of changes to the Project funding plan, milestone schedule, or deliverables completion date;

e. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties for either the Project and the efforts or activities being undertaken to minimize impacts to schedule, cost, or deliverables;

5. **CARB Reporting.** CONSULTANT shall comply with the following to the extent applicable to this Agreement and CONSULTANT's scope of services:

CARB Reporting shall be no more frequently than monthly and no less frequently than semi-annually and shall include the following information (subject to modification by CARB, with any such modification communicated to CONSULTANT by the COMMISSION):

a. Identify metrics and benefits achieved for disadvantaged communities, low income communities, and/or low-income households;

b. continued reporting following project implementation to identify benefits achieved.

c. Any and all other requirements instituted by CARB.

6. **COMMISSION Final Reporting.** Within one year of the Project or reportable Project components becoming operable, the COMMISSION must provide a final delivery report including at a minimum the following information. CONSULTANT shall assist COMMISSION with the provision of any relevant information below, as requested by COMMISSION, and if applicable to this Agreement.

a. Scope of completed Project as compared to Programmed Project;

b. Performance outcomes derived from the project as compared to outcomes described in the Project application and shall include but not be limited to before and after measurements and estimates for ridership, service levels, greenhouse gas reductions, updated estimated greenhouse gas reductions over the life of the project, benefits to disadvantaged communities, low income communities, and/or low income households, and project co-benefits as well as an explanation of the methodology used to quantify the benefits.

c. Before and after photos documenting the project

d. The final costs as compared to the approved project budget by component and fund type, and an estimate of the TIRCP funds spent to benefit disadvantaged communities, low-income communities, and/or low-income households, and

e. The project duration as compared to the project schedule in the project application.

**6. Non-Discrimination Clause**

a. In the performance of work under this Agreement, CONSULTANT, its contractor(s) and all subcontractors, shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, family and medical care leave, pregnancy leave, and disability leave. CONSULTANT, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), and the applicable regulations promulgated thereunder (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, its contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

b. CONSULTANT, its contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. CONSULTANT shall include the nondiscrimination and compliance provisions hereof in all contracts and subcontracts to perform work under this Agreement.

c. CONSULTANT shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR 21 (Nondiscrimination in Federally-Assisted Programs of The Department Of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) and 23 CFR Part 200 (Title VI Program and Related Statutes—Implementation and Review Procedures) are made applicable to this Agreement by this reference. Wherever the term "Contractor" appears therein, it shall mean CONSULTANT.

d. CONSULTANT, and its contractors and subcontractors will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by Department to investigate compliance with this section.

**FEDERAL RAIL ADMINISTRATION (FRA)  
REQUIREMENTS**

**NO OBLIGATION BY THE FEDERAL GOVERNMENT**

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, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

### FEDERAL CHANGES

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

### TITLE VI ASSURANCES

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

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

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

D. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FRA to be pertinent to ascertain



compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FRA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

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

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

#### ADDITIONAL NONDISCRIMINATION REQUIREMENTS

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Commission receives Federal financial assistance from DOT, including FRA.

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to: Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex) (as applicable);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (P.L. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131–12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq.).

#### DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)

Appendix II to Part 200(A) – Breach of Contract Remedies:

The Agreement, and Section 7 of this FRA exhibit, include administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the Contract.

Appendix II to Part 200(B) – Termination for Cause and Convenience:

The Agreement includes provisions for termination for cause or convenience by the Commission, including the manner by which it will be affected and the basis for settlement.

Appendix II to Part 200 (C) – Equal Employment Opportunity: N/A not a “federally assisted construction contract”.

Appendix II to Part 200 (D) – Davis-Bacon Act: N/A

Appendix II to Part 200 (D) – Copeland “Antti-Kickback” Act: N/A

Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

If this Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Overtime Requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

Withholding for unpaid wages and liquidated damages. M1W shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.

The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control

Act: If this contract is in excess of \$150,000, Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to M1W and understands and agrees that M1W will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to M1W and understands and agrees that M1W will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

Appendix II to Part 200 (H) – Debarment and Suspension:

A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the

Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower-tier transaction it enters into.

This certification is a material representation of fact relied upon by M1W. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to M1W, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify M1W in writing immediately if Contractor or its subcontractors are not in compliance during the term of this contract.

Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act.

The Agreement includes the Byrd-Anti-Lobbying Act provisions.

Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web

site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

As appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

This Agreement is subject to the whistleblower rights and remedies protections established at 41 U.S.C. 4712, which prohibits certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of the FRA grant, gross waste of Federal funds, or a violation of Federal law related to the FRA grant.

Consultant shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.

#### DRUG-FREE WORKPLACE REQUIREMENTS

Consultant certifies that it will or will continue to provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The Consultant's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee be engaged in the performance of the contract be given a copy of the statement required by Paragraph A;
- D. Notifying the employee in the statement required by Paragraph A that, as a condition of employment under the Agreement, the employee will:



1. Abide by the terms of the statement; and
  2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  3. Notify the employee that in the event of a major accident/incident resulting in loss of life, injury or damage to the facility, or equipment, all personnel involved shall be required to submit to substance testing as soon as possible after the incident, but not more than 4 hours after the incident.
- E. Notifying the Commission in writing within 10 calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction.
- F. Taking on of the following actions, within 30 calendar days of receiving notice under subparagraph D.2., with respect to any employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of Federal and State law; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs A, B, C, D, E, and F.

#### TRAFFICKING IN PERSONS

- a. Consultant shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended; 22 U.S.C. § 7104(g); and the terms of this section.
- b. Definitions. Consultant agrees that for purposes of this section:
  - (i) Employee, for purposes of this section only, means either an individual who is employed by the Consultant or whose services are provided on a volunteer basis for the Consultant, and is participating in the Project or related activities as set forth in the Agreement,
  - (ii) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - (iii) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102. 23

(iv) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(vi) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

c. Consultant requirements:

(i) Consultant shall inform FRA and the Commission immediately of any information it receives from any source alleging a violation of the prohibitions in this section.

(ii) Consultant agrees that it and its employees that participate in this Agreement, may not:

(1) Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect,

(2) Procure a commercial sex act during the period of time that this Agreement is in effect, or

(3) Use forced labor in the performance of this Agreement or any subagreements hereunder.

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

#### ADMINISTRATIVE AND CONTRACTUAL REMEDIES ON BREACH; TERMINATION FOR CAUSE

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

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

c. If the contract is terminated in whole or in part for an Uncured Breach, the Commission may procure upon such terms and in such manner as the Commission may deem appropriate, supplies or services similar to those so terminated, or may complete the services with its own forces. The Consultant shall be liable to the Commission for any excess costs for such similar supplies or services, and for any other costs incurred by the Commission as a result of the Uncured Breach. The Consultant shall continue the

performance of this contract to the extent not terminated under the provisions of this clause.

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

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

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

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

h. Notwithstanding the above, the Commission may, without providing an opportunity to cure, terminate the contract in accordance with the timeframe set forth in Section 21 of the contract, if the Commission determines such action is in its best interest based on the nature of the Breach. Such actions shall not limit any of the Commission's remedies set forth above.

#### PROHIBITED TRANSACTIONS

Consultant certifies that:

a. Consultant does not have any unpaid Federal tax liability assessed, for which all judicial and administrative have been exhausted or have lapsed, and that in a timely manner pursuant to an agreement authority responsible for collecting the tax liability

b. Consultant was not convicted of the felony criminal violation Federal law within the preceding 24 months.

c. If Consultant cannot so certify, the Commission agrees to refer the matter to FRA and not to enter into any contract with Consultant without FRA's written approval

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

### WORKPLACE SAFETY; BAN ON TEXT MESSAGING WHILE DRIVING

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

### 13) **AFFIRMATIVE STEPS REQUIREMENT**

#### **CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

Offerors shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

Affirmative steps shall include:

Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Offeror shall submit evidence of compliance with the foregoing affirmative steps when requested by the Commission.

Compliance with the DBE requirements of the Request for Qualifications shall satisfy the affirmative steps requirements contained in this section.

DRAFT

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b></p> <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	<p><b>2. Status of Federal Action:</b></p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p><b>3. Report Type:</b></p> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change
<p><b>For Material Change Only:</b>  year _____ quarter _____  date of last report _____</p>		
<p><b>4. Name and Address of Reporting Entity</b></p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p>	
<p>Congressional District, if known</p>		
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p>	
<p>CFDA Number, if applicable _____</p>		
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)</p>	<p><b>11. Individuals Performing Services</b> (including address if different from No. 10) (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p><b>12. Amount of Payment (check all that apply)</b></p> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<p><b>14. Type of Payment (check all that apply)</b></p> <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 _____	
<p><b>13. Form of Payment (check all that apply):</b></p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
<p><b>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:</b></p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p><b>16. Continuation Sheet(s) attached:</b>      Yes <input type="checkbox"/>      No <input checked="" type="checkbox"/></p>		
<p><b>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.</b></p>		
		<p>Signature: </p> <hr/> <p>Print Name: <u>Thomas T. Kim</u></p> <hr/> <p>Title: <u>Senior Vice President</u></p> <hr/> <p>Telephone No.: <u>714.504.8860</u>      Date: <u>October 21, 2025</u></p>
<p>No lobbying activities to disclose</p>		
<p><b>Federal Use Only:</b></p>		
<p>Authorized for Local Reproduction Standard Form - LLL</p>		

Standard Form LLL Rev. 04-28-06

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**INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.


Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

**EXECUTIVE ORDER N-6-22 CERTIFICATION**

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor’s authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with the Riverside County Transportation Commission (“Commission”) funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the Commission with State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The Consultant hereby certifies, SUBJECT TO PENALTY FOR PERJURY, that a) the Consultant is not a target of any economic sanctions against Russian and Russian entities and individuals as discussed in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the Consultant. This certification is made under the laws of the State of California.

Signature:  \_\_\_\_\_

Printed Name: Thomas T. Kim

Title: Senior Vice President

Company Name: HDR Engineering, Inc.

Date: October 21 2025





# **AGENDA ITEM 8**



<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>	
<b>DATE:</b>	January 29, 2026
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Lisa Mobley, Administrative Services Director/Clerk of the Board
<b>THROUGH:</b>	Aaron Hake, Executive Director
<b>SUBJECT:</b>	Appointment of Executive Committee Member

**STAFF RECOMMENDATION:**

This item is for:

- 1) The cities of Corona, Jurupa Valley, Moreno Valley, Murrieta, Riverside, and Temecula to select a representative to the Executive Committee.

**BACKGROUND INFORMATION:**

**Executive Committee Appointments**

In accordance with the Administrative Code, the membership of the Executive Committee shall be as follows: (1) The Chair of the Commission, (2) The Vice Chair of the Commission, (3) The Second Vice Chair of the Commission, (4) The Past Chair of the Commission, (5) Two regular members of the Commission representing the cities of Corona, Jurupa Valley, Moreno Valley, Murrieta, Riverside, and Temecula, (6) A regular member of the Commission representing one of the following cities: Banning, Beaumont, Calimesa, Canyon Lake, Eastvale, Hemet, Lake Elsinore, Menifee, Norco, Perris, San Jacinto, and Wildomar, (7) A regular member of the Commission representing the following cities: Blythe, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage, (8) Three members of the Commission who are members of the Riverside County Board of Supervisors.

Appointees to the Executive Committee serve for a two-year term. Appointments for the cities were made to the Executive Committee for the 2025/26 term at the December 2024 Commission meeting as follows:

- Commissioners Brian Berkson and Wes Speake representing the cities of Corona, Jurupa Valley, Moreno Valley, Murrieta, Riverside, and Temecula;
- Commissioner Jan Harnik representing the cities of Blythe, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage; and
- Commissioner Linda Krupa representing the cities of Banning, Beaumont, Calimesa, Canyon Lake, Eastvale, Hemet, Lake Elsinore, Menifee, Norco, Perris,

San Jacinto, and Wildomar.

The current Executive Committee Members are as follows:

Raymond Gregory, City of Cathedral City – Chair  
Jeremy Smith, City of Canyon Lake – Vice Chair  
Chuck Washington, County of Riverside, District 3 – Second Vice Chair  
Karen Spiegel, County of Riverside, District 2 – Past Chair  
Brian Berkson, City of Jurupa Valley  
Wes Speake, City of Corona  
Linda Krupa, City of Hemet  
Jan Harnik, City of Palm Desert  
Jose Medina, County of Riverside, District 1  
V. Manuel Perez, County of Riverside, District 4  
Yxstian Gutierrez, County of Riverside, District 5

On December 26, 2025, Commissioner Wes Speake notified the RCTC Chair and Executive Director of his resignation from RCTC, creating a vacancy on the Executive Committee.

Commission members from these cities will be given time to caucus and appoint a new representative to fill Commissioner Speake's unexpired term. This representative will fill the vacancy for this calendar year.