



MEETING AGENDA

Western Riverside County Programs and Projects Committee

Time: 1:30 p.m.
Date: January 26, 2026
Location: BOARD ROOM - County of Riverside Administration Center
4080 Lemon St, First Floor, Riverside, CA 92501
TELECONFERENCE SITE
LARGE CONFERENCE ROOM – French Valley Airport
37600 Sky Canyon Drive, Murrieta, CA 92563

COMMITTEE MEMBERS

Joseph Morabito, **Chair** / Dustin Nigg, City of Wildomar
Michael Vargas, **Vice Chair** / Elizabeth Vallejo, City of Perris
Sheri Flynn / Cynthia Barrington, City of Banning
Lloyd White / Julio Martinez, City of Beaumont
Jim Steiner / Tony Daddario, City of Corona
Clint Lorimore / Todd Rigby, City of Eastvale
Linda Krupa / Joe Males, City of Hemet
Brian Berkson / Armando Carmona, City of Jurupa Valley
Fia Sullivan / Kevin Bash, City of Norco
Chuck Conder / Patricia Lock Dawson, City of Riverside
Jose Medina, County of Riverside, District I
Karen Spiegel, County of Riverside, District II

STAFF

Aaron Hake, Executive Director
David Knudsen, Deputy Executive Director

AREAS OF RESPONSIBILITY

Air Quality, Capital Projects, Communications and Outreach Programs, Intermodal Programs, Motorist Services, New Corridors, Regional Agencies/Regional Planning, Regional Transportation Improvement Program (RTIP), Specific Transit Projects, State Transportation Improvement Program (STIP)

Transportation Uniform Mitigation Fee (TUMF) Program and Provide Policy Direction on Transportation Programs and Projects related to Western Riverside County and other areas as may be prescribed by the Commission.

***RIVERSIDE COUNTY TRANSPORTATION COMMISSION
WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE***

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AGENDA*

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

1:30 p.m.

Monday, January 26, 2026

BOARD ROOM

***County Administrative Center
4080 Lemon Street, First Floor
Riverside, California 92501***

TELECONFERENCE SITE

LARGE CONFERENCE ROOM

***French Valley Airport
37600 Sky Canyon Drive
Murrieta, California 92563***

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

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

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

4. **PUBLIC COMMENTS** – *Each individual speaker is limited to speak three (3) continuous minutes or less. The Committee may, either at the direction of the Chair or by majority vote of the Committee, 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. Also, the Committee may terminate public comments if such comments become repetitious. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Committee 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 Board should not take action on or discuss matters raised during public comment portion of the agenda which are not listed on the agenda. Board members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration.

5. **ADDITIONS/REVISIONS** *(The Committee 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 Committee subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Committee. If there are less than 2/3 of the Committee members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.)*
6. **CONSENT CALENDAR** - *All matters on the Consent Calendar will be approved in a single motion unless a Commissioner(s) requests separate action on specific item(s). Items pulled from the Consent Calendar will be placed for discussion at the end of the agenda.*

6A. APPROVAL OF MINUTES – NOVEMBER 24, 2025

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7. **INTERSTATE 10/STATE ROUTE 79 INTERCHANGE IMPROVEMENT PROJECT INITIATION DOCUMENT CONSULTANT AWARD AND CALTRANS COOPERATIVE AGREEMENT**

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Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Award Agreement No. 26-72-010-00 to Kimley-Horn and Associates, Inc., to prepare the Project Initiation Document (PID) for the Interstate 10/State Route 79 (I-10/SR-79) Interchange Improvement Project (Project), in the city of Beaumont in the amount of \$1,192,860, plus a contingency amount of \$119,286, for a total amount not to exceed \$1,312,146;
- 2) Approve Cooperative Agreement No. 26-72-038-00 with Caltrans for review and oversight services for the Project, in the amount of \$300,000, plus a contingency amount of \$30,000, for a total amount not to exceed \$330,000;
- 3) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and

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

8. MEASURE A SPECIALIZED TRANSIT AWARD RECOMMENDATIONS FOR FISCAL YEARS 2024/25 – 2026/27 - AMENDMENT NO. 3

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Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve Amendment No. 3 to the Measure A Specialized Transit Program for Fiscal Years 2024/25-2026/27, allocating an additional \$366,317 for a total amount of \$11,576,904;
- 2) Approve Agreement No. 26-26-042-00 with Kindful Restoration in the amount of \$227,400 for operating and \$65,000 in capital from Measure A Specialized Transit funds, for a total not to exceed contract amount of \$292,400;
- 3) Approve Amendment No. 1 to Agreement No. 24-26-115-01 with Voices for Children for an additional amount of \$36,617 for operating from Measure A Specialized Transit funds, for a total not to exceed contract amount of \$391,212;
- 4) Approve Amendment No. 2 to Agreement No. 24-26-128-02 with Forest Folk, Inc. (Forest Folk) for an additional amount of \$37,300 for operating from Measure A Specialized Transit funds, for a total not to exceed contract amount of \$478,689; and
- 5) Authorize the Chair or Executive Director to execute the agreements, pursuant to legal counsel review.

9. ELECTION OF OFFICERS FOR THE WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE

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Overview

This item is for the Committee to recommend the Commission take the following action(s):

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

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 Western Riverside County Programs and Projects Committee meeting is scheduled to be held at **1:30 p.m., Monday, February 23, 2026.**

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE

Monday, November 24, 2025

MINUTES

1. CALL TO ORDER

The meeting of the Western Riverside County Programs and Projects Committee was called to order by Chair Joseph Morabito at 1:30 p.m. in the Board Room located at 4080 Lemon Street, Riverside, CA 92501. Additional teleconference site: Large Conference Room, French Valley Airport, 37600 Sky Canyon Drive, Murrieta, CA 92563.

2. ROLL CALL

Members/Alternates Present

Brian Berkson*
Chuck Conder
David Fenn
Sheri Flynn*
Clint Lorimore*
Linda Krupa*
Joseph Morabito
Wes Speake
Fia Sullivan*

Members Absent

Jose Medina
Karen Spiegel
Michael Vargas

*Arrived after the meeting was called to order.

Lisa Mobley, Administrative Services Director/Clerk of the Board, announced at this time, the committee is short a quorum and can continue with their concurrence as "Committee of the Whole" and hear all items that are not final action which is everything on the agenda minus the Consent Calendar which only has the minutes.

3. PLEDGE OF ALLEGIANCE

Commissioner David Fenn led the Western Riverside County Programs and Projects Committee in a flag salute.

4. PUBLIC COMMENTS

There were no requests to speak from the public.

5. ADDITIONS/REVISIONS

There were no additions or revisions to the agenda.

6. CONSENT CALENDAR - *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.*

Commissioner Krupa stated that there was a correction to the minutes as Commissioner Linda Molina was not at the meeting, but she was, and she made the comments. She then made the motion to approve the Consent Calendar.

M/S/C (Krupa/Speake) to approve the following Consent Calendar item(s):

6A. APPROVAL OF MINUTES – OCTOBER 27, 2025

Fenn: Abstained

At this time, Commissioner Linda Krupa joined the meeting.

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

Joie Edles Yanez, Senior Capital Projects Manager, presented the Mid County Parkway Ramona Expressway construction contract 3 project (MCP3) award and other project agreements, highlighting the following:

- Ultimate MCP Project and an overview, including a map
- Project scope, including a map
 - ✓ Project limits: Approximately one mile east of Rider Street to Warren Road along Ramona Expressway
 - ✓ Existing: One lane in both directions
 - ✓ Proposed: Add two new eastbound lanes, restripe existing two lanes to westbound, install raised median with delineators, a new bridge over the San Jacinto River, and traffic signals
- Next steps
 - ✓ March 2025 – Design approved
 - ✓ August 2025 – Advertised project
 - ✓ December 2025 – Award construction contract
 - ✓ Early 2026 – Start construction
 - ✓ 2029 – Finish construction
- Bid results

At this time, Commissioner Fia Sullivan joined the meeting.

Joie Edles Yanez continued to present the following:

- Tribal monitoring agreements
 - ✓ Tribal monitoring is conducted in the event that artifacts or cultural resources are found during subsurface investigations
 - ✓ It is a requirement from the memorandum of agreement entered in October 2014 among the Federal Highway Administration, the State Historic Preservation Officer, Caltrans District 8, and RCTC
 - ✓ The Commission entered into Tribal Monitoring Agreements with the federally recognized Native American tribes in the project area for the overall MCP Project in July of 2019
 - ✓ An amendment to the agreement is required for each tribe (Cahuilla Band of Indians, the Gabrielino Tongva Nation, the Pechanga Band of Luiseno Indians, the Morongo Band of Mission Indians, and the Soboba Band of Luiseno Indians) to address the level of effort required for the MCP3 project

At this time, Commissioner Clint Lorimore joined the meeting.

Joie Edles Yanez continued to present the following:

- Cooperative agreement with the city of San Jacinto, including an exhibit
 - ✓ Within the 8.6-mile MCP3 project, the southern half of the road, covering 1.7 miles to the east, lies under City jurisdiction
 - ✓ The Commission and the city of San Jacinto (City) are entering into Cooperative Agreement No. 25-31-094-00 for roadway widening, intersection and signal improvements, and drainage and utility work improvements within City's jurisdiction
 - ✓ Project facilities within the City will ultimately be owned, operated, and maintained by the City upon acceptance. RCTC will lead design, right of way and construction

At this time, Commissioner Brian Berkson joined the meeting.

Joie Edles Yanez continued to present the following:

- Tri-party cooperative agreement
 - ✓ Existing roadway between Warren Road and Sanderson Avenue (east of MCP3) shows noticeable deterioration with alligator cracking and potholes
 - ✓ RCTC had not planned to do any improvements in this section as it is already widened to 2 lanes in each direction
 - ✓ The 1.7-mile section between Warren and Sanderson is split: the first 0.6 miles has the northerly half in County jurisdiction and the southerly half in City jurisdiction, while the remaining 1.1 miles is fully within the city
 - ✓ Improving this section provides a smoother transition from the newly completed MCP3 and enhances safety for all users

- ✓ Tri-Party Cooperative Agreement No. 26-31-001-00 between RCTC, the County of Riverside, and the City
- ✓ The County will design and construct the improvements, RCTC and the City will provide funding for the work within City limits
- Fiscal impact

Commissioner Wes Speake appreciated the presentation and for this project especially since the communities out there have been waiting so long for this to happen. He thanked Joie Edles Yanez for specifying the differences between the contractors and how the bids were done. He was first alarmed when he saw it but when he saw the top three firms so close together, he felt a lot better and appreciated the additional information. He clarified if they have been awarded the construction management for this.

Joie Edles Yanez replied yes.

Commissioner Speake asked who it was with.

Joie Edles Yanez replied it is with CHA Consulting formally known as Falcon Engineering Services, Inc.

Commissioner Speake stated that this is the same team who did the SR-71/91 Interchange Project, and they did a fantastic job. They are going to do a wonderful job for the people that live out there and is looking forward to it going smoothly. He stated regarding Joie Edles Yanez's comment if there were any unused funds that they would go back and clarified they are not going to give it back and will find somewhere else to spend the money.

Joie Edles Yanez replied that they are trying their best.

Commissioner Linda Krupa appreciated the presentation and the staff report as it is one more step in getting closure to it not being a big cul-de-sac. She stated from a safety standpoint since the median got put in, she takes Ramona Expressway almost every day, but it is just another step forward and she sincerely appreciates it. She looks forward to being invited back for the groundbreaking ceremony since she will not be on council at that point.

Chair Morabito stated that it was nice to see the engineer's estimate was a little high and that Joie Edles Yanez had explained how that happened which he appreciated that.

M/S/C (Krupa/Speake) for the Committee to recommend the Commission take the following action(s):

- 1) Award Agreement No. 26-31-005-00 to Skanska USA Civil West California District Inc. (Skanska) to construct Mid County Parkway Ramona Expressway Construction Contract 3 (MCP3) in the amount of \$107,382,285, plus a**

- contingency amount of \$12,885,875, for a total not to exceed amount of \$120,268,160 and waive informalities and minor irregularities in the bid;
- 2) Approve the following Tribal Monitoring Agreement Amendments totaling \$600,000:
 - a) Agreement No. 19-31-104-02 with Cahuilla Band of Indians in the amount of \$70,280;
 - b) Agreement No. 19-31-105-02 with Gabrielino Tongva Nation in the amount of \$47,650;
 - c) Agreement No. 19-31-106-02 with Morongo Band of Mission in the amount of \$87,080;
 - d) Agreement No. 19-31-107-02 with Pechanga Band of Luiseno Indians in the amount of \$60,580;
 - e) Agreement No. 19-31-108-03 with Soboba Band of Luiseno Indians in the amount of \$334,410;
 - 3) Approve Cooperative Agreement No. 25-31-094-00, with the city of San Jacinto (City) for construction of the MCP3 project within City jurisdiction;
 - 4) Approve Tri-Party Cooperative Agreement No. 26-31-001-00, with the Riverside County Transportation and Land Management Agency (County), city of San Jacinto, and the Commission for the pavement improvements east of MCP3 from Warren Road to Sanderson Avenue. This agreement will provide \$8,000,000 to County, payable by the Commission for the pavement improvements;
 - 5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the Agreements on behalf of the Commission;
 - 6) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
 - 7) Authorize the Executive Director to make changes between fund types within the total amount approved by the Commission to facilitate the most efficient use of funds.

Chair Morabito asked Lisa Mobley now that they have a quorum should they go back to approve the Consent Calendar.

Lisa Mobley replied that the committee could do whatever they prefer they can do it now or at the end.

At this time, the committee went back to Item No. 6 Consent Calendar for approval.

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

John Tarascio presented the SR-60/Potrero Boulevard Interchange Project – Phase II construction agreement award, highlighting the following areas:

- Project location map
- Project overview

- ✓ Project scope
 - Phase I – Completed and opened to traffic in 2022
 - Construction of the Potrero overcrossing structure;
 - Installation of concrete median barrier throughout the project limits; and
 - Extension of the existing Potrero Boulevard.
 - Phase II – Current project
 - Widening Potrero Boulevard on both sides of SR-60 to six (6) lanes;
 - Adding two (2) new diagonal on-ramps;
 - Adding two (2) new loop on-ramps;
 - Adding two (2) new diagonal off-ramps; and
 - Realigning of Western Knolls Avenue with Potrero Boulevard.
 - Phase II is being administered by the Commission on behalf of the city of Beaumont
- Project status
 - March 2025 – Design approved
 - June 2025 – California Transportation Commission (CTC) funding allocation
 - September 2025 – Construction advertisement
 - December 2025 – Award construction contract
 - Early 2026 – Start construction
 - 2028 – Finish construction
- Bid results
- Fiscal impact

Commissioner David Fenn stated on behalf of the citizens of Beaumont, Beaumont City Council, and city staff, they really appreciate the efforts that have been made on this. On behalf of this agenda item and the future item after this one they really appreciate RCTC stepping in and helping the city of Beaumont out. Their staff does a wonderful job but, in some cases, there are some projects that are a little difficult, so they appreciate the expertise that is brought in to help make this happen.

M/S/C (Fenn/Speake) for the Committee to recommend the Commission take the following action(s):

- 1) Award Agreement No. 25-72-078-00 to Ames Construction, Inc. (Ames) as the lowest responsive, responsible bidder, for the construction of State Route 60/Potrero Boulevard Interchange Project – Phase II (Project) in the amount of \$48,925,559, plus a contingency amount of \$4,892,556, for a total amount not to exceed \$53,818,115;**
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the Agreement on behalf of the Commission;**

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

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

David Lewis, Capital Projects Manager, presented the Pennsylvania Avenue Grade Separation Project and the agreements, highlighting the following:

- Project location map
- Existing photos looking north and south along Pennsylvania Avenue
- Project scope and an exhibit of the proposed project
 - ✓ Eliminates the railroad crossing where Pennsylvania Ave. currently crosses UPRR Tracks
 - ✓ Pennsylvania Avenue will be lowered to go underneath the railroad tracks in a new underpass
 - ✓ Railroad tracks will stay at current height
- The new underpass will include:
 - ✓ Two lanes of traffic in each direction
 - ✓ A center median
 - ✓ Sidewalks on both sides
 - ✓ Relocation of existing utilities
- Realigns the nearby I-10 on-ramps and off-ramps to connect to the lowered Pennsylvania Avenue
- Project status
 - ✓ Managed by the city of Beaumont
 - ✓ Current Phase: Project approval/environmental document (PA/ED)
 - ✓ City is requesting assistance from RCTC to deliver this project
 - ✓ Critical Funding Timing Requirements

At this time, Sheri Flynn joined the meeting.

David Lewis continued to present the following:

- Cooperative agreement
 - ✓ City is requesting the Commission be the lead agency for PS&E and ROW phases.
 - ✓ Cooperative agreement would give RCTC the authority to act as lead agency.
 - ✓ RCTC Reimbursed costs:
 - Staff time and project management
 - PS&E and ROW related costs

- Other general costs associated with delivery of the project
 - ✓ An amendment or new agreement will be executed for the construction and construction management phases
- PS&E Services Procurement
 - ✓ The Project is under design development by several consultants via separate, non-linked contracts
 - ✓ RCTC staff recommend consolidating all elements of design, ROW, and environmental support into one team
 - Eliminate coordination and design conflicts
 - Assist team in meeting critical delivery dates required by funding deadlines
 - ✓ HDR Engineering Inc. is currently a design team member and is experienced in meeting delivery dates required by funding deadlines
- Sole source justification
 - ✓ Staff recommends proceeding with HDR's services for the following reasons:
 - 1) Existing Team Continuity and Experience
 - Already a part of project team performing track design and is familiar with project technical requirements
 - 2) Strict Funding Deadlines
 - Project faces critical funding deadlines that jeopardize \$50 million in funding
 - Tight schedule does not allow sufficient time for full competitive procurement process
 - 3) Specialized Qualifications and Capability
 - Familiarity with corridor, agency coordination requirements and track design integration.
 - Previous experience on RCTC projects and experience working with UPRR
- Fiscal impact

Commissioner Fenn asked to pull up the project location map. He stated an example for that area is the traffic comes out of Hemet and San Jacinto that is heading to the desert comes up SR-79 and there are always issues with that intersection. Anything beyond normal activity or an accident on that road he has seen the traffic back up all the way to the landfill. People will come up SR-79 heading north if they want to go east on I-10 they turn right on 1st St. and as part of the city of Beaumont's capital improvement plan they are looking at a feasibility study to widen 1st St. to help that. Then as they get to Pennsylvania Avenue those travelers will turn left head north on Pennsylvania Avenue and try to get on the freeway at that point and head east. They had an incident a few years ago in that a train broke down and it took five hours to fix the train. Once it was fixed, due to federal law, the engineer could not move the train, and they had to bring a new train engineer which took them two hours, so that intersection was blocked for seven hours. At the same time there was construction on Highland Springs Avenue which is a little bit to the east of the project location map and Caltrans had the ramps shut down.

He appreciated that their citizens were all cordial with one another, they did not have any issues, but their emergency services were absolutely cut off to that side of town. This is a crucial project the council has made this a number one priority they moved some funds around to help fund that \$14 million and appreciated the support.

Commissioner Brian Berkson asked about the \$50 million they are discussing, \$14 million is coming from the city and where the delta is coming from.

David Lewis replied that the \$50 million is Trade Corridor Enhancement Program (TCEP) funds for construction the \$14 million from the city is coming from local city funds to fund the PS&E and right of way.

Commissioner Berkson asked what the estimated cost of construction is.

David Lewis replied that he does not have a good answer for the Commission yet, but once they get into it, he believes it is about \$60 million or \$70 million.

Commissioner Berkson stated an example that seems very similar is the Jurupa Grade Separation which now is at \$175 million to build it. He cannot imagine with four tracks on it being any less because they have to build temporary tracks to build the bridge then move everything back so there are a lot of moving parts and a lot of expense. He is not against this project but how is the Commission looking at handling a difference between for instance \$175 million and \$50 million and taking that into consideration versus the Commissions' list of things they already have on their active list of projects.

Aaron Hake replied that \$50 million grant will not be enough to build this project by any means. Southern California Association of Governments (SCAG) just announced some funding for the project through the Federal Funds Call for Projects this Commission programmed about \$6.5 million of State Transportation Improvement Program (STIP) funds on the project last Commission meeting, and it is still not going to be enough. He stated what is in these agreements and they have communicated clearly with the city of Beaumont as with the SR-60/Portero Boulevard Interchange Project, the city is responsible for coming up with the funding gap. They will work collaboratively with the city as they did with SR-60/Portero Boulevard Interchange Project and anytime that RCTC leads a local agency project to help them strategize on how to get those funds. The Commission will not be obligated to make up any difference that exists once they get to that construction phase and know what the cost is going to be. At that point the city will have to decide depending on what those costs are on whether to proceed or not.

Commissioner Berkson stated this is at least getting a project ready and then a decision down the road will be made.

Aaron Hake replied exactly and as David Lewis pointed out this project has extraordinarily compressed timelines and that \$50 million comes with heavy scrutiny and non-movable deadlines from the California Transportation Commission (CTC). They have to coordinate

with Union Pacific Railroad, secure the right of way, and get all the appropriate approvals through Caltrans for right of way for this project. When the grant was announced by the CTC the city of Beaumont reached out the same day to approach RCTC so they could get started to identify what is possible and they think they can meet the deadlines. As has been seen with MCP3 and SR-60/Portero Boulevard Interchange Projects they have an outstanding team he has a lot of confidence in, but this one is going to push their limits on what is achievable.

Commissioner Berkson is extremely concerned that this is not going to happen, and they are not going to make the deadline if the railroad is a requirement to get them to that next step. Regarding the Jurupa Grade Separation SB 132 funds paid the bulk of it and it was required to be completed by 2023.

Aaron Hake replied June of 2023.

Commissioner Berkson stated that they are now in 2025, and it looks like it is still a couple years out before it gets completed so they are talking about a six-to-seven-year issue. Two of those years were delayed just trying to get Union Pacific's agreements signed and executed with the County. Jurupa Valley did not have staff back then, so they had the County run that design and construction project, so the County is still in charge of it, but they are still four years late. If they are under a \$50 million deadline that is next year, how is this contractor that the Commission is supposed to approve today guarantee that they can make it happen with Union Pacific Railroad. He asked if they are at risk of having to pay a penalty if they do not make it.

David Lewis replied they are not at risk of getting a penalty, they all understand going into this that it is going to be a big challenge. When RCTC took on the project staff took a deep dive and looked into what the status of the deliverables were, the coordination with Union Pacific Railroad, where that was with the city and it really is going to be a big lift as Aaron Hake mentioned. HDR has a lot of really good experience working with Union Pacific Railroad and that is one of the reasons why they did select them as a sole source. They are going to request an extension from the CTC they do realize that June 2026 is not feasible just based on where the status was on the key deliverables right of way and utilities have not started yet, and environmental clearance is supposed to be done by the end of this year. They do have the ability to request a one-year extension with the CTC, and they are preparing for that next year.

Commissioner Berkson asked if that is a staff approval type scenario, they will honor that or if that is going to be a hurdle.

David Lewis concurred that it will be a hurdle it is not guaranteed that it would be extended. They have been successful in the past in getting extensions, but it will depend on where the status of the project is as well when they get to that extension point. He stated that Commissioner Berkson is correct that the Union Pacific Railroad agreements are a long lead time, and they need to get started right away.

Commissioner Berkson asked if it would be fair to say that Beaumont, they are putting up \$14 million now to make this happen but be forewarned when it comes to construction if they do not get this one-year extension then that \$50 million could disappear.

Commissioner Speake clarified that this is just for PS&E.

Commissioner Berkson clarified that this is \$14 million to cover that.

Aaron Hake replied that it is correct so if they do not meet the June 2026 or if they get an extension deadline to begin construction then that \$50 million is gone.

Commissioner Berkson stated he wanted to make it clear that Beaumont puts up the money to get this next step done but if the step does not get completed, they are at risk of not getting the \$50 million. He expressed concern to be cognizant of, and he will support it, but this may not at end of the day go the way they wanted.

Commissioner Fenn appreciated Commissioner Berkson's concern and stated that they have engaged their congressman. He stood in front of that grade crossing with him and in a 15-minute time frame three trains went by so they got his attention, and it will help with that relationship. They also have their Public Works Director Robert Vestal that is here, and he asked him if there was anything that would be a benefit for him to add.

Robert Vestal stated that the \$175 million project he thinks the city of Beaumont's grade separation may be significantly smaller than the Jurupa Grade Separation Project. Construction funds are critical, without the \$50 million it would be a hard sell to close the gap even further. They are still looking at about a \$20 million gap right now, David Lewis was correct it is about a \$60 million to \$70 million project, the total project is approximately \$86 million right now.

Commissioner Sheri Flynn stated this is a very important project for the city of Banning, it affects them also. They did offer and is accepted to give \$6 million out of their I-10/Highland Springs Avenue Interchange Project to this project. She asked if they lost this \$50 million, will they give the city of Banning back that \$6 million that they offered to go back to I-10/Highland Springs Avenue Interchange Project.

Aaron Hake replied that the Commission would decide that in the next round of programming of the State Transportation Improvement Program (STIP). Every two years the Commission gets the opportunity to program funds there if this project or any project is not moving forward, they would look at where it would be allocated back towards.

Commissioner Speake stated that there are a few Commissioners here that have all had trauma from grade separation projects in their city. They have the right team, the fact that there is a possibility of this extension, and how important this project is and for that area. If Aaron Hake and David Lewis think that this project can get done and he believes that HDR Engineering, Inc. will pull this off but the only way they can do this is by taking

the first step. He supports this project and will do whatever he can to help get the city of Beaumont funded.

Chair Morabito stated he does not have the experience that some of the Commissioners have with the grade separation so he would have the same concern if the money were not there but if the local agency is willing to go then he will not stand in the way.

M/S/C (Fenn/Krupa) for the Committee to recommend the Commission take the following action(s):

- 1) Approve Cooperative Agreement No. 26-72-025-00, with the city of Beaumont for the Pennsylvania Grade Separation Project in an amount not to exceed \$14,000,000;**
- 2) Authorize Commission staff to be the lead agency on behalf of the city of Beaumont, as stated in the terms of Cooperative Agreement No. 26-72-025-00;**
- 3) Award Agreement No. 26-72-026-00 to HDR Engineering, Inc., for plans, specifications, & estimates (PS&E) for the Pennsylvania Grade Separation Project for a two-year term in the amount of \$5,874,301, plus a contingency amount of \$587,430, for a total amount not to exceed \$6,461,731;**
- 4) Approve an Appropriation Adjustment to the Fiscal Year 2025-26 Budget in the amount of \$14,000,000 (revenue) and \$6,461,731 (expenditure) for receipt of local funds contribution and project expenses respectively in accordance with the above-referenced project (Pennsylvania Grade Separation Project);**
- 5) Authorize the Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission;**
- 6) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and**
- 7) Authorize the Executive Director, pursuant to legal counsel review, to acquire required parcels for the Pennsylvania Grade Separation Project in accordance with the Commission's Right of Way Policies and Procedures Manual, and to execute utility agreements as needed.**

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

Joie Edles Yanez presented the Mead Valley Metrolink Station/Mobility Hub Project Southern California Regional Rail Authority (SCRRA) agreement for project support services, highlighting the following:

- Background information, including a map of the Metrolink 91/ Perris Valley Line
 - Construct a new rail station at I-215 and Cajalco Road/Ramona Expressway

- in the Mead Valley
 - Originally envisioned as a future station on the 91/Perris Valley Line (PVL)
 - California State Transportation Agency (CalSTA) awarded RCTC \$40.5 million in Transit and Intercity Rail Capital Program (TIRCP) funds
 - Project Total Installed Cost = \$50.5 million
 - ✓ \$40.5 million TIRCP
 - ✓ \$6.3 million State Transit Assistance (STA)
 - ✓ \$3.7 million RCTC Measure A
- Project scope, including a map of the proposed project
 - New rail station with two passenger rail platforms
 - At grade pedestrian crossing with active warning devices
 - Canopies and other passenger amenities at the platforms
 - Design full parking lot but construct half
 - Kiss and ride bus turnout lanes
- Mead Valley outdoor marketplace
 - Coordination to keep Mead Valley Outdoor Marketplace in operation
- Cooperative agreement
 - Design review
 - Right of Entry/Permitting
 - SCRRA Communications and signals cable marking
 - SCRRA Safety training
 - Flagging protection
- RCTC to lead all project phases
 - Project Approval & Environmental Document (PA/ED)
 - Plans, Specifications & Estimates (PS&E)
 - Construction
- Next steps
 - Fall 2025 – Start environmental and design
 - December 2025 – Approve SCRRA cooperative agreement for project support services
 - Early 2028 – Finish environmental and design
 - Late 2028 – Start construction
 - 2030 – Finish construction
- Fiscal impact

M/S/C (Speake/Berkson) for the Committee to recommend the Commission take the following action(s):

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

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

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

Chris Garza, Senior Management Analyst, presented the I-215/Ethanac Road Interchange including amendment no. 2, highlighting the following:

- Background, including a map of the proposed project
 - \$2 million Measure A New Corridors
 - SR-74/Ethanac Road Corridor project study report equivalent (PSRE)
- A map of the nine study segments identified with an interchange at I-215 and Ethanac Road emerging
- Amendment No. 1, including a map of the project location
 - \$1 million savings Measure A New Corridors
 - ✓ I-215/Ethanac Road interchange PSR-PDS
- Amendment No. 2
 - \$344,000 savings Measure A New Corridors
 - I-215/Ethanac Road interchange PA/ED

Chris Garza stated he is joined today by the County's Project Manager Azan Junaid, and they are available to answer any questions.

M/S/C (Krupa/Lorimore) for the Committee to recommend the Commission take the following action(s):

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

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

Lorelle Moe-Luna, Multimodal Services Director, presented background information for the settlement agreement contributions involving the World Logistics Center from the city of Moreno Valley and Highland Fairview for the Center for Environmental Research and Technology (CERT) and the Community Translational Research Institute (CTRI), highlighting the following:

- In 2016, RCTC, County of Riverside, city of Moreno Valley (City), and Highland Fairview (HF) came to a settlement agreement in response to litigation involving the World Logistics Center and adequate mitigation to address added impacts created by the project
- Terms included that the City and HF would pay a total of \$100,000 for truck and logistics related studies to be conducted by UCR's CERT and \$100,000 for public health research conducted by CTRI
- Project status updates
 - UCR's CERT
 - ✓ Project Title: ***Health-Based Truck Route Assessment for the Cities of Riverside and Moreno Valley***
 - ✓ Presenter: Kanok Boriboonsomsin, PhD
 - Heluna Health's CTRI
 - ✓ Project Title: ***Environmental Sources of Early Life Adversity in Northwest Riverside County and Prevention and Remediation of Their Adverse Behavioral Health Sequelae***
 - ✓ Presenter: Carl Anderson Johnson, PhD

Lorelle Moe-Luna welcomed and introduced Dr. Kanok Boriboonsomsin to present an update for the UCR's CERT for Health-Based Truck Route Assessment for the cities of Riverside and Moreno Valley and Dr. Anderson Johnson from Claremont Graduate University to present an update for the Heluna Health's CTRI for Environmental Sources of Early Life Adversity in Northwest Riverside County and Prevention and Remediation of their Adverse Behavioral Health Sequelae. At this time, Lorelle Moe-Luna turned it over to Dr. Kanok Boriboonsomsin to present.

Dr. Kanok Boriboonsomsin stated that he is making this presentation on behalf of his colleagues and research team. He then presented an update on Health-Based Truck Route Assessment for the cities of Riverside and Moreno Valley, highlighting the following areas:

- Truck traffic and its impacts
 - Goods movement is vital for the economy, but associated truck traffic has local/regional impacts

- ✓ Traffic congestion and safety
 - ✓ Road condition and maintenance
 - ✓ Air quality and public health
 - Communities are concerned about health impacts of diesel-related air pollution
 - ✓ Respiratory symptoms
 - ✓ Heart diseases
 - ✓ Cancer risks
- Truck route designation, including a truck route map
 - Considerations
 - ✓ Traffic volume
 - ✓ Roadway characteristics
 - ✓ Traffic safety
 - ✓ Air quality and health impacts
 - State mandates now require health- and equity-based consideration of truck route planning
 - ✓ AB 98
 - ✓ SB 415
- Project objective and methodology
 - Objective – Assess whether alternative truck route designations can reduce community exposure to pollutants while maintaining freight efficiency
 - Methodology – Regional model of truck movement, emissions, and exposure
 - ✓ Truck travel demand
 - ✓ Truck activities
 - ✓ Truck emissions
 - ✓ Human exposure
- A map for the assessed truck route scenarios and the predominant wind direction in Riverside
- Results for Riverside
 - Restricting Victoria Avenue improved all metrics:
 - ✓ Mobility
 - ✓ Emissions
 - ✓ Human exposure
 - The improvements not only applied to Riverside, but also to Moreno Valley and the overall region
- Results for Moreno Valley
 - Adding Redland Boulevard improved all metrics:
 - ✓ Mobility
 - ✓ Emissions
 - ✓ Human exposure
 - The improvements not only applied to Moreno Valley, but also to Riverside and the overall region
- Reducing high level exposure

- Some alternative truck routes can entirely eliminate or cut in half the population subject to high-level exposures
- Conclusions
 - Alternative truck route designations can reduce community exposure to pollutants while maintaining goods movement efficiency
 - ✓ Restricting Victoria Avenue in Riverside → cut highly exposed population in half
 - ✓ Adding Redlands Boulevard in Moreno Valley → eliminate highly exposed population entirely
 - The modeling framework provides a quantitative, health equity-focused tool for truck route designation
 - ✓ Can be applied to other jurisdictions
 - ✓ Directly supports compliance with:
 - AB 98 (freight corridor health impact assessment)
 - SB 415 (cumulative impact consideration)

Dr. Anderson Johnson presented an update for the Environmental Sources of Early Life Adversity in Northwest Riverside County and Prevention and Remediation of their Adverse Behavioral Health Sequelae, highlighting the following:

- Who we are at CTRI?
 - A network of researchers, practitioners, and students drawn from academic research and community organizations to study environmental, social, and biobehavioral determinants of health and develop and assess innovations to mitigate toxic impact
- What environments?
 - Social environment
 - Institutional environment
 - Natural environment
 - Built environment
- Contribution of the grant to our youth and family health promotion objectives
 - Identify Riverside County communities most impacted by environmental threat (Objective 1)
 - Screen youth and adults in environmentally impoverished communities for health risk factors, and triage individuals and families for services (Objective 3)
 - Develop a partnership network for bilateral referrals to achieve continuity of whole person care and wellness development (Objective 2)
 - Initiate an innovative system of community-based behavioral health services targeted to both persons and their communities, with emphasis on youth during periods of critical social, emotional, and neurocognitive vulnerability (Objective 4)
- Objective 1
 - Identify municipalities most impacted by adverse environmental conditions

- ✓ California environmental and epidemiological data used for classification/selection
- ✓ Criteria: poor air, water, and waste conditions, low BR, high asthma and Met Dx rates
- ✓ IEHP West Riverside/Jurupa and areas of Corona-Hemet-Temecula regions selected
- Objective 2
 - Identify promising resources in targeted communities to bring into a network of to support a system of comprehensive prevention and remediation services
- CTRI Partners (partial list) – Objective 2
 - IEHP and its Network of Healthcare Providers– we have secured service contracts for
 - ✓ Enhanced Care Management with emphasis on youth (homeless, foster, incarcerated parents, high Adverse Childhood exposures, Child Care Services, frequent ED utilization)
 - ✓ Community Health Worker
 - ✓ PCP (TBD)
 - Community & Nonprofit Organizations
 - ✓ ReachOut
 - ✓ EISol
 - ✓ Organizations serving MENA communities including Sahaba Initiative
 - ✓ RUHS – epidemiology, public health, Community Health Centers, Behavioral Health, Child Services
 - ✓ RUHS Collaborative Community Network and other extant networks
 - Schools and Community Health Systems
 - ✓ Jurupa Unified School District (JUSD – our *Vital Space* youth and family center is situated on PICO campus)
 - ✓ Community Health Association Inland Southern California Region (Jodie Wingo, CEO)
 - ✓ Neighborhood Health Care
 - ✓ Community Health Systems, Inc.
 - ✓ SAC Health
 - Academic, R&D, & Training Institution Partners (source for additional expertise and interns)
 - ✓ Claremont Graduate University (CGU) (public health, psychology, evaluation, management)
 - ✓ Western University of Health Sciences (Osteopathic Medicine & Nursing Practitioner)
 - ✓ Cal Poly Pomona (psychology, biology, kinesiology, nutrition)
 - ✓ USC (social work, public health, neuroscience, medicine, environmental science)
 - ✓ West Coast University (public health, nursing)

- ✓ California University of Science and Medicine (medicine)
 - ✓ Chaffey College (CHW training program)
 - ✓ Cal Baptist University (Social Work)
 - ✓ Loma Linda University (Social Work)
 - ✓ CEUMA (environmental science, psychology, neuroscience)
 - ✓ California State University, San Bernardino (psychology, MFT, social work, nutrition, kinesiology, environmental science, biostatistics, Student Health Center) – pending
 - ✓ Humankind, Inc (AI development – CHW training and support, and service delivery extension)
- Objective 3
 - Carry out community-based screenings to identify persons at risk for behavioral and medical dysfunctions resulting from adverse experiences/exposures and toxic stress (plus community resource system assessments – not a specified objective)
 - ✓ Youth screenings
 - ✓ Adult screenings
- Screenings – Objective 3
 - 3600 public school middle and high school 460 first year college youth screened for mental health risks
 - ✓ Triaged by risk category for referral services
 - ✓ Provided CBT-based counseling services and resource navigation in concert with school counselors and administrators
 - ✓ Provided recommendations for behavioral health services to the District
 - 153 Riverside and nearby San Bernardino and Los Angeles County adults screened for metabolic (diabetes and cardiovascular) disease and mental health risks
- Adult screenings – Objective 3
 - 12 health screenings in various community settings to assess metabolic and mental health risks
 - ✓ Metabolic: blood pressure, height, weight, waist and hip circumference, and HbA1C
 - ✓ Mental health: depression, anxiety, stress, stress levels, and Adverse Childhood Experiences (ACEs)
 - ✓ Lifestyle: physical activity and dietary habits
 - ✓ Social determinants of health, such as discrimination, housing, employment, and family incarceration, were assessed
 - Participants at high risk were referred to CTRI and partner organization services for social wellbeing, nutrition, and physical activity counseling, and/or medical and mental health services
- Key findings for youth screenings
 - High rates of
 - ✓ Adverse childhood events (ACEs)
 - ✓ Social disconnectedness

- ✓ Poor emotional impulse regulatory capacity (Negative Urgency)
 - ✓ Depression symptoms
 - ✓ Anxiety symptoms
 - ✓ Suicide ideation
- ACEs, social disconnectedness, and negative urgency all independently predicted high depression and anxiety scores
- These findings suggest that programs designed to enhance social connectedness and emotional regulation skills, and to increase the ratio of positive to negative childhood experiences would likely reduce levels of depression, anxiety, and suicidality in Riverside County Youth
- School and community system assessments – Objective3+
 - Focus Group and key informant interviews with students, teachers, and parents
 - Explored stressors, coping strategies, resource awareness, and gaps in school mental health support
 - Qualitative data analyzed using AI-assisted thematic analysis
- Objective 4
 - Initiate an innovative system of community-based behavioral health services targeted to both persons and their communities, with emphasis on youth during periods of critical social, emotional, and neurocognitive vulnerability
- CTRI’s System of Systems Model
- The Vital Space – A Community Wellness Center for youth, families, and your future is co-located with the JUSD Parent Involvement and Community Outreach Center
- Objective 4 accomplishments (Initiate an innovative system of community-based behavioral health services)
 - Youth and Family Oriented Enhanced Care Management (ECM) Contract from IEHP
 - ✓ Four person team
 - Nurse Practitioner (psychiatry mental health and family)
 - Psychologist/MFT
 - Care Manager
 - Community Mental Health Worker (CHW)
 - ✓ Three additional CHWs
 - ECM-Social Service contract from CDHCS: 2 MDs (community engagement and Medi-Cal clinical services), 2 care coordinators, and administrator, and facilities support
 - Community Health Worker Contract from IEHP
 - Community Mental Health Worker Development and Training Grant from HRSA
 - The Vital Space
 - An AI CHW/CMHW extender and trainer
 - A workable social ecological, neurobehavioral model to guide the innovations

- Photos of the Vital Space Team
- Next steps currently unfolding
 - Expand survey instruments to identify approximate location of participants' residence (cross streets)
 - Identify and map geospatial locations of environmental threats and resources (all 4 environment categories)
 - Map participant home and school/work addressees of for proximity to environmental threats and resources - including proximity to warehouse, street, and freeway truck traffic
 - Expand windshield surveys to better localize and quantify environmental hazards
 - Assess level and timing of traffic flow in designated neighborhoods
 - Develop website-based app to assist clients in navigating the environment
 - Explore the feasibility of air quality and noise level assessments at key localities proximal to residential neighborhoods (collaboration with environmental science colleagues at CEUMA)
 - ✓ Analyze data as potential multiplier effect of other environmental toxic exposures (e.g., ACEs)
 - Engage Jurupa/Riverside students in environmental assessment and constructive activism
 - Secure financial support for these objectives (including micro-level air/noise quality assessment)

Commissioner Lorimore thanked Dr. Anderson Johnson for the presentation. Related to the findings slide where he highlighted the response rate was there high percentages and asked what that meant.

Dr. Anderson Johnson replied that depression is a symptomology in the area that might be possibly clinically significant. Typically, in school data in the United States comparable in other parts of the world there is like 10 percent to 15 percent maybe, they are running more like 20 to 30 percent. ACEs is a similar kind ratio. This thing called negative urgency or the difficulty in controlling one's responses or their emotional arousal is one in a half to two times higher. He stated that he can provide the actual numbers.

Commissioner Lorimore replied he would like to see the numbers. Other than this in relation to those that were screened what was the selection process for the participants.

Dr. Anderson Johnson's clarified the selection process for the communities or for the individuals.

Commissioner Lorimore replied for the individuals.

Dr. Anderson Johnson replied that the school surveys were from the whole school. He does not want to name the school system because they contracted with them to address suicide issues in the school, but it is a large district. They did these surveys in

seven of their middle and high schools and had 90 percent participation rate amongst the students.

Commissioner Lorimore asked if these sorts of questions and screening have been done in other areas. In relation to his findings and what he is extrapolating from it is there a correlation between some of the factors of distance to environmental factors and has this been studied elsewhere.

Dr. Anderson Johnson replied that they had done this elsewhere. He has been doing this for 20+ years and has worked in 28 school districts in Southern California doing this kind of work. He stated that not all the markers were assessed in every school but generally the same set. They have a large study in seven cities in China using the same instruments and have recently did it in Bombay, India and are about to do it in the Amazon region in Brazil. Environmental influences there is not totally dissimilar to what they have here as going up the Amazon there is barge traffic, diesel fumes, and damage to the environment. People are displaced from their habitats into urban settings. They have here displacement from coastal areas and from other states so very similar situations and they are doing assessments in several different places.

Commissioner Lorimore clarified in other places in Southern California have these studies been done and how do they compare their region to a different one.

Dr. Anderson Johnson replied there are a lot of consistencies in a mechanism somewhat how does an environmental challenge have an effect on your cognitive function, emotional function, behavior, and metabolic function. He stated across the places they have studied the mechanisms seem to be consistent, so the underline processes by which environments impacting neurocognitive, brain function, and metabolic function are consistent.

Commissioner Speake thanked Dr. Kanok Boriboonsomsin for the presentation as it is a fascinating look at a larger region that this was going to impact. He asked how easily that can be done in different areas as he is from the city of Corona and they have two major freeways that have hundreds of thousands of cars that drive down them. Also, all the other ancillary places where people tend to go when they cannot move. He asked if Dr. Kanok Boriboonsomsin's organization looked at other areas like there or even up into the Jurupa Valley area to see what the impacts are for looking at truck routes. That is a fascinating topic to look at not just the flow of how vehicles impact people from a time standpoint and level of service, but he would be interested in looking at seeing how this impacts the region from health and air quality standpoint.

Dr. Kanok Boriboonsomsin replied yes, they can apply the same thoughts into added restriction in the region. As part of the project, the modeling covered not just Riverside and Moreno Valley it is for the entire Inland Empire including Corona.

Commissioner Speake stated that his next question was what additional valuations or data needs to be collected to do that, but it sounds like it has been done already.

Dr. Kanok Boriboonsomsin stated that is correct, but for the project they only access scenarios within the two cities.

M/S/C for the Committee to recommend the Commission take the following action(s):

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

13. EXECUTIVE DIRECTOR REPORT

Aaron Hake:

- Announced on Friday afternoon the Governor appointed Paulette Brown-Hinds of Riverside to the California Transportation Commission (CTC). That seat has been vacant since the passing of the late Joe Tavaglione who served on the CTC. It has been a year and a half since that seat has been vacant and RCTC has been advocating with their partners in San Bernardino for the Governor to fill the seat with an Inland Empire representative. They are thrilled the Governor has chosen a resident of Riverside to serve on the CTC. Dr. Brown-Hinds is a member of the Monday Morning Group that is a civic leadership group in the Inland Empire. She is a publisher of a publication known as the *Black Voice News* and serves on several nonprofit boards in this region and is a great advocate for the Inland Empire. The CTC is meeting in this Board Room on December 3, 4, and 5, 2025, and Dr. Brown-Hinds will be joining them. He will be briefing Dr. Brown-Hinds this afternoon with their colleagues from San Bernardino.
- Expressed gratitude to the Commissioners and to their outstanding team. At this committee meeting they got a lot done, they approved construction projects and agreements to get other projects moving. What they led with was the MCP3 Project that is a Measure A Project it is named in that sales tax expenditure plan the voters approved and us moving that forward is a result of this Commission's leadership. A few years ago, they needed to pivot to another project to get something done on the Ramona Expressway to improve safety and they are getting it done and are delivering. It took all arms of RCTC from Finance, Planning and Programming, External Affairs, Right of Way, their excellent engineer Joie Edles Yanez, and the Procurement Team to get that done right. He can say the same thing about SR-60/Portero Boulevard Interchange and the Pennsylvania Avenue Grade Separation Projects and thanked Commissioner Berkson that they

went into that with eyes wide open, same as the Ethanac project. They have a great team, they are getting a lot done and as they enter the holiday season and wanted to say thank you.

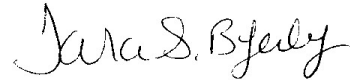
14. COMMISSIONER COMMENTS

14A. Chair Morabito wished everyone a Happy Thanksgiving.

15. ADJOURNMENT

There being no further business for consideration by the Western Riverside County Programs and Projects Committee, the meeting was adjourned at 3:03 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Tara S. Byerly".

Tara S. Byerly
Deputy Clerk of the Board

AGENDA ITEM 7

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	January 26, 2026
TO:	Western Riverside County Programs and Projects Committee
FROM:	Joie Edles Yanez, Senior Capital Projects Manager
THROUGH:	Erik Galloway, Project Delivery Director
SUBJECT:	Interstate 10/State Route 79 Interchange Improvement Project Initiation Document Consultant Award and Caltrans Cooperative Agreement

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission to take the following action(s):

- 1) Award Agreement No. 26-72-010-00 to Kimley-Horn and Associates, Inc., to prepare the Project Initiation Document (PID) for the Interstate 10/State Route 79 (I-10/SR-79) Interchange Improvement Project (Project), in the city of Beaumont in the amount of \$1,192,860, plus a contingency amount of \$119,286, for a total amount not to exceed \$1,312,146;
- 2) Approve Cooperative Agreement No. 26-72-038-00 with Caltrans for review and oversight services for the Project, in the amount of \$300,000, plus a contingency amount of \$30,000, for a total amount not to exceed \$330,000;
- 3) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
- 4) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements on behalf of the Commission.

BACKGROUND INFORMATION:

RCTC, in collaboration with the city of Beaumont and Caltrans, is proposing to evaluate potential improvements to the interchange and local arterial roads at the intersection of I-10 and SR-79 in the city of Beaumont. The I-10/SR-79 Interchange serves as a critical transportation hub for commuter traffic traveling to Western Riverside County, Orange County, and Los Angeles County, as well as a key corridor for freight traffic moving through California and the Western United States. This location currently faces significant challenges, including lane configuration issues and increasing traffic congestion on both the highways and adjacent local roads. There is no direct connection between I-10 and SR-79 or between SR-60 and SR-79, which forces travelers to exit at Beaumont Avenue to access SR-79, increasing congestion on local streets such as Beaumont Avenue, Pennsylvania Avenue, 1st Street, and 8th Street.

In February 2025, the Commission approved the use of up to \$2,009,400 of Transportation Uniform Mitigation Fee (TUMF) Regional Arterial funds for the PID phase and authorized

execution of Cooperative Agreement No. 25-72-064-00 with the city of Beaumont. This agreement designates RCTC as the lead agency for all phases of the Project, including PID, Project Approval/Environmental Document (PA/ED), Plans, Specifications and Estimates (PS&E), Right of Way (ROW), and Construction. The City will provide oversight and fund any costs exceeding the programmed amount for the PID phase, as well as all subsequent phases.

The items presented in this staff report are required to advance the PID phase.

Project Initiation Document

The PID phase is the first step in the Caltrans Project Development Process and is required before any major or high-complexity project can be programmed and constructed on the State Highway System. The PID process documents the Project scope and allows funds to be programmed for future phases. For this Project, a PID will be prepared to identify potential alternatives and improvements that address existing traffic conditions and regional travel demand. The PID will also include preliminary cost estimates for future phases, including PA/ED, PS&E, ROW, and Construction.

Procurement

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

RFQ 26-72-010 for the PID phase for the I-10/SR-79 Interchange Project was released by staff on August 26, 2025. The RFQ was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Through PlanetBids, 91 firms downloaded the RFQ; 19 of these firms are located in Riverside County. A pre-submittal meeting was held on September 15, 2025, and was attended by 19 firms. Staff responded to all questions submitted by potential proposers prior to the September 30, 2025 clarification deadline. Eight (8) firms – AECOM Technical Services (Orange, CA); Dokken Engineering (San Diego, CA); GFT Infrastructure Inc. (Riverside, CA); HNTB Corporation (Ontario, CA); Kimley-Horn and Associates (Riverside, CA); T.Y. Lin International (Ontario, CA); Wood Rodgers Inc (Orange, CA); WSP USA Inc. (San Bernardino, CA) - submitted responsive and responsible statements of qualifications (SOQ) prior to the 2:00 p.m. submittal deadline on October 9, 2025.

The firms were scored by an evaluation committee comprised of Commission, Bechtel, city of Beaumont, and Caltrans staff. The committee evaluated the written SOQs pursuant to the criteria set forth in the RFQ and shortlisted and invited four (4) firms (AECOM Technical Services, GFT

Infrastructure, HNTB Corporation, and Kimley-Horn and Associates) to the interview phase of the evaluation and selection process. Interviews were conducted on December 1, 2025.

As a result of the evaluation committee's assessment of the written SOQs and interviews, the evaluation committee recommends contract award to Kimley-Horn and Associates (Kimley-Horn), for the Project, as it earned the highest total evaluation score.

Staff recommendation of contract award to Kimley-Horn is based on their extensive experience with Caltrans District 8 PIDs and local Beaumont experience. They have demonstrated success in delivering comparable efforts including the city of Menifee's I-215/Garbani Road Interchange PID PSR-PDS Project and RCTC's SR-91 Express lanes Major Pavement Rehabilitation PSR-PDS Project. The team provided the most complete answers during interviews and demonstrated clear alignment with the Commission, the cities, and Caltrans's vision for the corridor. Kimley-Horn's SOQ also offered reasonable, well-supported alternatives consistent with the City's objectives, RCTC's goals, and Caltrans's planning framework.

Subsequently, staff negotiated the scope of work (including the appropriate level of effort, labor categories/mix, etc.), cost, and schedule proposal received from Kimley-Horn for the Project services and established a fair and reasonable price of \$1,192,860. A 10 percent contingency, or \$119,286, is assumed for this Project for a total amount not to exceed \$1,312,146.

Staff recommends award of Agreement No. 26-72-010-00 to Kimley-Horn to prepare the PID for the Project in the amount of \$1,192,860, plus a contingency amount of \$119,286, for a total amount not to exceed \$1,312,146. Further, staff recommends authorization for the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement for the Project, and authorization of the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services.

Caltrans Cooperative Agreement

As part of project development, RCTC and Caltrans will need to work collaboratively during the PID phase of the Project. The Commission is entering into a cooperative agreement with Caltrans that defines each party's roles and responsibilities for project support services.

RCTC will be the lead agency for the PID phase of the Project, and Caltrans will provide review and oversight services for the Project

Staff recommends approval of Cooperative Agreement No. 26-72-038-00 with Caltrans in the amount of \$300,000. A 10 percent contingency, or \$30,000, is assumed for this Project for a total amount not to exceed \$330,000. This cost is similar with other recent projects such as the I-15 Wildomar/Bundy Canyon Interchange Project that started the PID phase in 2025.

FISCAL IMPACT:


Funding for the PID phase is programmed in the FY 2025/26 budget under TUMF Regional Arterial. No budget amendment is required.

Funding Source Breakdown

Item	Dollar Amount	Fund Source
1 I-10 / SR-79 PID	\$1,312,146	TUMF
2 I-10 / SR-79 Caltrans Coop Agreement	\$330,000	TUMF
Total	\$1,642,146	

Expenditure Schedule

Item	FY 2025/26	FY 2026/27+	Project Accounting No.
1 I-10 / SR-79 PID	\$500,000	\$812,146	005145-81101-00019 0000-210-72-81101
2 I-10 / SR-79 Caltrans Coop Agreement	\$150,000	\$180,000	005145-81101-00019 0000-210-72-81101
Total	\$650,000	\$992,146	\$1,642,146

Financial Information					
In Fiscal Year Budget:	N/A	Year:	FY 2025/26 FY 2026/27+	Amount:	\$650,000 \$992,146
Source of Funds:	TUMF			Budget Adjustment:	No
GL/Project Accounting No.:	005145 81101 00019 0000 210 72 81101				
Fiscal Procedures Approved:				Date:	01/15/2026

Attachments:

- 1) Agreement No. 26-72-010-00 with Kimley Horn for Completion of a PSR as Part of the PID Phase for the I-10/SR-79 Interchange Improvement Project
- 2) Agreement No. 26-72-038-00 with Caltrans for Project Review and Oversight Services as Part of the PID Phase for the I-10/SR-79 Interchange Improvement Project

Agreement No. 26-72-010-00

**PROFESSIONAL SERVICES AGREEMENT
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
I-10/SR-79 INTERCHANGE IMPROVEMENT PROJECT INITIATION DOCUMENT
(PID)**

Parties and Date.

This Agreement is made and entered into this ____ day of _____, 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and KIMLEY-HORN AND ASSOCIATES ("Consultant"), a CORPORATION. The Commission and Consultant are sometimes referred to herein individually as "Party", and collectively as the "Parties".

Recitals.

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

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

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

D. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **PROJECT STUDY REPORT-PROJECT DEVELOPMENT SUPPORT (PSR-PDS)** services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

E. The Commission desires to engage Consultant to render such services for the **I-10/SR-79 INTERCHANGE IMPROVEMENT PROJECT INITIATION DOCUMENT (PID)** ("Project"), as set forth in this Agreement.

F. The Commission is undertaking the Project in cooperation with the City of Beaumont ("City").

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the professional **PROJECT STUDY REPORT-PROJECT DEVELOPMENT SUPPORT** services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Commencement of Services.

The Consultant shall commence work upon receipt of a written "Notice to Proceed" or "Limited Notice to Proceed" from Commission.

3. Term.

3.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end on 12/31/2027, unless extended by contract amendment.

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

3.3 This Agreement shall remain in effect until the date set forth above, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

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

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

6. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are as follows: **Jason Valencia, Darren J. Adrian, Alan Huynh, Ian Allegoren, Gabe Keehn, Jason Pack, Jim Roldan, Andy Sanford, BJ Swanner, and Brian Calvert.**

7. Standard of Care; Licenses; Evaluation.

7.1 Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly

removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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

8. Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant hereby indemnifies and holds the Commission harmless, pursuant to the indemnification provisions contained in this Agreement, from any and all claims that may be made against the Commission based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

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

9.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, on a bi weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost

issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

9.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

10. Delay in Performance.

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

10.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 10.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

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

11. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with Federal funding. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

12. Appearance at Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or

necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

13. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator to inspect or review Consultant's work in progress at any reasonable time.

14. Claims Filed by Contractor.

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

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

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

14.4 Nothing contained in this Section shall be construed to in any way limit Consultant's indemnification obligations contained in Section 26. In the case of any conflict between this Section and Section 26, Section 26 shall govern. This Section is not intended to obligate the Commission to reimburse Consultant for time spent by its personnel related to Contractor claims for which Consultant is required to indemnify and defend the Commission pursuant to Section 26 of this Agreement.

15. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term herein, the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement.

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

17. Fees and Payment.

17.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Total Compensation shall not exceed **One Million, One Hundred Ninety-Two Thousand, Eight Hundred Sixty (\$1,192,860.00)** without written approval of Commission's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

17.2 Payment of Compensation. Consultant shall submit a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the Statement. Charges specific to each Milestone listed in the Schedule of Services shall be listed separately on an attachment to each statement. Each statement shall be accompanied by a monthly progress report and spreadsheets showing hours expended for each task for each month and the total Project to date. Each statement shall include a cover sheet bearing a certification as to the accuracy of the statement signed by the Consultant's Project Manager or other authorized officer.

17.3 Extra Work. At any time during the term of this Agreement, Commission may request Consultant to perform Extra Work. As used herein, "Extra Work" means any work which is determined by the Commission to be necessary for proper completion of the

Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Representative. In the event an Extra Work Order is not issued and signed by Commission's Representative, Consultant shall not provide such Extra Work.

17.4 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Representative.

18. Disputes.

18.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant.

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

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

19. Termination; Suspension.

19.1 Commission reserves the right to terminate this Agreement for any or no reason upon written notice to Consultant setting forth the effective date of termination, with the reasons for termination stated in the notice.

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

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

Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination.

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

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

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

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

19.8 Consultant may not terminate this Agreement except for cause.

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

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

21. Audit Review Procedures.

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

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

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

22. Subcontracting.

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

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

22.3 Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by Commission.

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

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

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

23. Equipment Purchase

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

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

23.3 Any equipment purchased as a result of this Agreement is subject to the following:

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

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

24. Labor Code Requirements.

24.1 Prevailing Wages.

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

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

(c) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

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

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

24.3 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any

sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

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

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

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

25. Ownership of Materials/Confidentiality.

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

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

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared

by design professionals other than Consultant or provided to Consultant by the Commission.

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

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

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

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

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

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

25.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection

with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

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

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

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

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

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

27. Insurance.

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

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

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

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

27.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. For Consultant, such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance shall be 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.

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

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

(a) General Liability.

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

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

(iii) The policy shall give the Commission, the City and their 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 City’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

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

(c) Workers’ Compensation and Employers Liability Coverage.

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

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

(d) All Coverages.

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

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

requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

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

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

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

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

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

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

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

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

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

27.9 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

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

28. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be

performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

As between Consultant and the construction contractors only, the construction contractors shall remain solely responsible for construction safety notwithstanding any safety obligations of Consultant at the jobsite. The foregoing sentence shall not impact nor in any way modify or alter Consultant's indemnity and defense obligations to the Commission, as set forth in Section 26 of this Agreement, not any of Consultant's duties or obligations set forth under this Agreement, including the attached exhibits.

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

29. Prohibited Interests.

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

29.2 Consultant Conflict of Interest.

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

(b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of Services under this Agreement. Consultant agrees to advise Commission of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of

execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either Commission or State law.

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

(d) Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

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

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

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

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

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

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

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

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

33. Disputes; Attorneys' Fees.

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

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

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

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

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

CONSULTANT:

Kimley-Horn and Associates, Inc.
3801 University Avenue, Ste. 300
Riverside, CA 92501
Attn: Darren J. Adrian, PE

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.

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

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

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

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

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

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

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

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

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

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

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

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

49. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

50. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

**SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT**

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

RIVERSIDE COUNTY TRANSPORTATION COMMISSION By: _____ _____ Aaron Hake Executive Director <i>Approved as to Form:</i> By: _____ _____ Best, Best & Krieger LLP General Counsel	KIMLEY-HORN AND ASSOCIATES By: _____ Signature _____ Name _____ Title ATTEST: By: _____ Its: _____
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* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT “A”

SCOPE OF SERVICES

[attached behind this page]

DRAFT

Riverside County Transportation Commission (RCTC)

Scope of Work for Consultant RFQ

I-10 / SR-79 Interchange Improvements Project

A. Introduction/Project Background

The Riverside County Transportation Commission (RCTC) in conjunction with the City of Beaumont and the California Department of Transportation (Caltrans) is proposing to evaluate interchange and local arterial improvements at the Interstate 10 (I-10), and Beaumont Avenue interchange just north of the State Route 79 (SR-79) in the City of Beaumont on the easterly edge of the Inland Empire, one of the fastest growing areas in California. This scope of work is intended to solicit proposals for a qualified consultant to perform a Project Study Report – Project Development Support (PSR-PDS) for this project. The PSR-PDS will be prepared and will serve as the programming and planning document for these improvements. The PSR-PDS will serve to evaluate preliminary design alternatives that can be carried forward to the Project Approval and Environmental Document (PA&ED) phase. Specific improvements are subject to approved studies and plans in cooperation with Caltrans – District 8. The PSR-PDS shall be prepared in accordance with Appendix S - Preparation Guidelines for Project Study Report-Project Development Support Project Initiation Document of the Caltrans Project Development Procedures Manual (PDPM). Caltrans' principles for context sensitive solutions (CSS) shall also be followed working with the local stakeholders. Consideration of the Caltrans System Investment Strategies (CSIS) that is intended to address the state's Climate Action Planning for Transportation Infrastructure (CAPTI) goals is required.

The intersection in question serves as a main transportation hub for both commuter traffic traveling into Riverside, Orange, San Bernardino and Los Angeles Counties as well as serves as a major hub for freight traffic through California and the western United States. The I-10, and SR-79 have been plagued with lane configuration issues and increasing traffic congestion on both the main highways and on the local roads. Additionally, this area is constrained by nearby mountain ranges including steep grades to the west along the SR-60 and along the SR-79, South of the I-10. The Union Pacific railroad tracks also run parallel to the I-10. Existing geometric configurations include the following:

- 4 general purpose lanes in each direction on both the I-10 East and West bound
- A tight diamond interchange at I-10 and Beaumont Avenue just north of the SR79.

B. Objective

Objectives for the PSR-PDS are outlined as follows:

- Evaluate existing traffic flow and demand in the region.
- Propose improvements to the I-10 and SR-79/Beaumont Ave interchange.
- Identify estimated costs, including Project Approval/Environmental Document (PA/ED), final design, construction, right-of-way, and support costs.

C. Project Location and Extents

The proposed interchange and local arterial improvements are located in the City of Beaumont. See Figure 1 below.

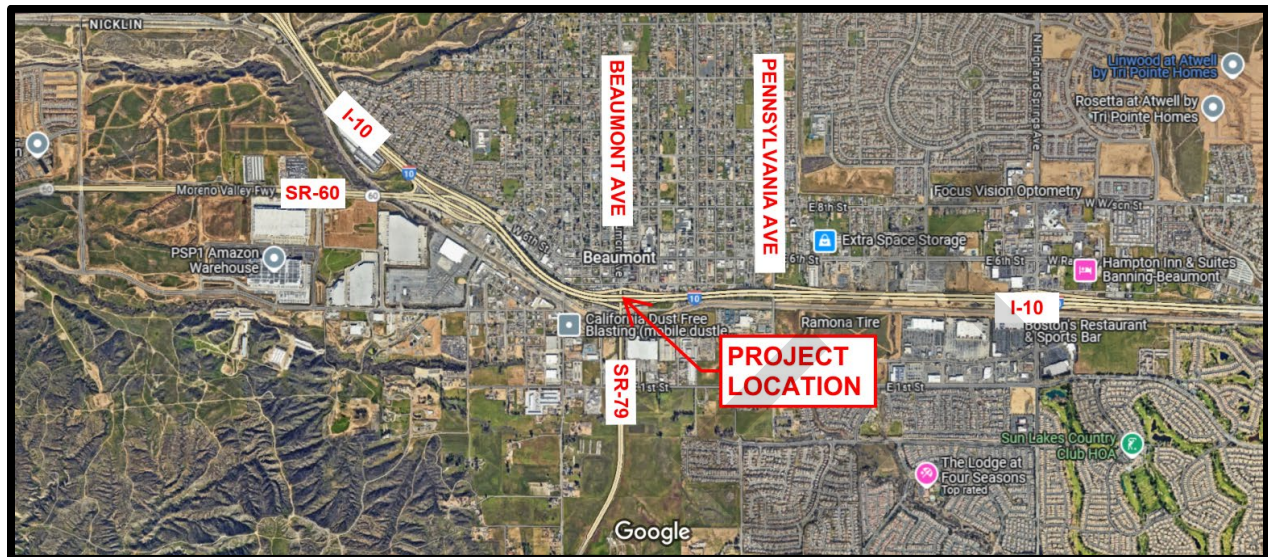


Figure 1

D. Description of work to be Performed

1. Provide Build Alternatives - The consultant will coordinate with RCTC and Caltrans to develop a purpose and need for the project to be included as part of the PSR-PDS. The Caltrans Transportation Planning Scoping Information Sheet (TPSIS) will document the existing conditions for bicycle and pedestrian access and highlight the opportunities for improvements and implementation of complete street elements applicable to the project.

Input from all stakeholders will be considered. The PSR-PDS shall evaluate the benefits and impacts of the proposed improvements per Caltrans and City of Beaumont standards and requirements as well as the City of Beaumont General Plan. Design alternatives are to be provided as part of the reports. A no-build design option is also to be considered as part of the design alternative. A minimum of 5 design alternatives should be considered.

Alternatives should aim to:

- Improve the connection between I-10 and SR-79.
- Avoid or minimize interruption to the existing Union Pacific railroad service and future rail services, including the proposed Coachella Valley Rail Passenger Rail service line.
- Minimize right of way and business impacts.
- Consider adjacent current and future projects in the region including but not limited to:
 - I-10 Pennsylvania
 - I-10 Highland Springs

- SR-60 Potrero
- Potrero Extension
- I-10 Toll Lanes
- CV Rail
- I-10 Truck Climbing Lanes
- I-10 Oak Valley

The consultant shall conduct a comparative assessment of alternatives based on technical data obtained and the preliminary engineering to be performed as part of this Scope of Work (SOW). Design alternatives shall describe specific design features and locations including roadway, structures, drainage, and signage. The consultant will develop layout plans, profiles, right-of-way requirements, utility plans, and typical cross-sections for each alternative that are required by Caltrans for a PSR-PDS. Geometric development shall comply with all applicable regulations and guidelines including the Caltrans Highway Design Manual (HDM) and The California Manual on Uniform Traffic Control Devices (CAMUTCD). Affected local agencies including RCTC, the City of Beaumont, and Caltrans will be consulted regarding design alternatives and recommendations.

2. Review Project Site and Define Study Area:

The consultant shall perform a review of the project site. The review will focus on the factors that could affect the project. This shall be an ongoing activity as needed. The consultant shall generate field review notes and communicate findings to the Project Development Team (PDT) for review.

The PDT must also identify the area of influence including freeways and local streets and define the study area. The consultant shall facilitate the establishment of the study area by preparing a recommended approach given the purpose and need for the project.

3. Community Involvement:

With cooperation from RCTC and the City of Beaumont, the selected consultant will be responsible for community involvement and other public outreach tasks as required from the City of Beaumont. Community involvement measures may include attending City Council meetings and/or holding public outreach meetings to receive feedback from residents/business owners about any viable alternatives. Project Delivery Team meetings will be held monthly with the project stakeholders. Presentations to RCTC Committee's and/or Commission could be required. All community outreach efforts will be completed on an as-needed basis.

The selected consultant shall create a stakeholder engagement strategy memo that outlines outreach efforts for key stakeholders. The consultant will produce a brief community stakeholder engagement strategy memo that outlines outreach efforts for key stakeholders. Stakeholder engagement could include stakeholder roundtable meetings as needed but no

more than 5 during the life of the PSR-PDS phase. The consultant will prepare all materials, lead meetings, and coordination with stakeholders. The consultant team will be prepared to conduct outreach in-person or via virtual platforms. The stakeholder engagement strategy should help RCTC, Beaumont, and Caltrans identify the most affected stakeholders that could benefit and/or be burdened from this project, such as neighborhood associations, businesses, Union Pacific (UP), utility providers, with an attention to identifying communities of color and or historically marginalized groups. Consultant will provide Spanish translation services, if needed.

4. Environmental Compliance:

The consultant will prepare Preliminary Environmental Analysis Reports (PEAR's) which will analyze potential impacts to the following:

- Initial air quality study
- Initial noise and vibration study
- Initial water quality study
- Biological resources
- Cultural resources
- Traffic and Transportation
- Hazardous Materials/Hazardous waste ISA
- Paleontological resources
- Initial floodplain study
- Visual and aesthetic resources
- Community and Socioeconomic impacts.

The consultant will also identify future technical studies that must be prepared and level of environmental document required for the PA/ED phase. The PEAR shall be based on the format described in the Caltrans Standard Environmental Reference (SER) (current edition) and Project Development Procedures Manual (current edition). The PEAR shall estimate the scope, schedule and costs associated with completing environmental compliance. The PEAR shall clearly present and discuss the results of preliminary environmental studies to identify environmental constraints that may affect design and construction. The information in the PEAR shall serve as a foundation for PA/ED phase studies. The PEAR shall also note issues, risks, and assumptions that might affect the alternatives, cost, schedule, or viability of the project. Additionally, the consultant shall identify early potential design constraints, allowing for the development of alternatives that will avoid or minimize negative environmental impacts.

5. Right of Way: Summarize the anticipated right of way, utilities, and railroad impacts for each alternative using the Conceptual Cost Estimate Request – Right of Way Component. Preliminary estimate mapping showing the property boundaries and project limits will help to estimate the number, area, and magnitude of parcels required for acquisition and the likely number of easements needed.

Utilities: Identify existing utilities and potential relocation activities using existing, available information (for example: permit search, as-built drawings, and field review). The level of study is intended to develop an order of magnitude cost estimate and to identify additional studies that may be needed during PA&ED.

Railroad: Identify rail lines in the vicinity of the project and indicate possible impacts.

6. Funding, Programming, and Estimate:

The consultant will prepare preliminary cost estimates PA/ED, Plans, Specifications & Estimated (PS&E) and construction for the recommended alternatives presented in the PSR-PDS's. In coordination with RCTC and the City of Beaumont, the consultant will also identify and present the source(s) of funding to be utilized for the proposed projects in the PSR-PDS's.

7. Delivery Schedule:

The selected consultant shall develop a schedule that identifies delivery milestones for the alternatives selected. The consultant shall develop, maintain, and monitor the project schedule and report progress back to the necessary project stakeholders.

8. Identify Risks:

As part of the build alternatives, the consultant will assess potential project risks to determine which alternatives should advance to the next phase and report back to all necessary project stakeholders.

9. Project Management:

The selected consultant is to provide project management services throughout the entire PSR-PDS phase of the project including project initiation, planning, execution, and closeout of the PSR-PDS. The consultant shall be responsible for all administration and coordination efforts including but not limited to RCTC, Beaumont, and Caltrans coordination PDT meetings, project design meetings, affected agency coordination, utility coordination, cost estimating, scheduling, and quality control (QA/QC).

E. Final Products/Deliverables

1. **Traffic Study** - Development of a traffic study and identification of any potential modifications to the I-10 / SR-79 interchange to analyze and address traffic circulation issues. The product of this task will be a traffic report that summarizes existing and future traffic volumes and operating conditions for design alternatives considered. Travel demand forecasting and traffic analysis shall be performed for both freeway operations and local street operations including mainline freeway segments and signalized intersections determined in consultation with Caltrans, Beaumont and RCTC. Reported data will include level of service (LOS) for the freeway segments and signalized intersections. Analysis will also include weave/merge/diverge analysis for freeway segments identified by Caltrans, Beaumont, or RCTC. Intersection analysis will be conducted using Caltrans Intersecting Lane Vehicles (ILV) method and Synchro, using

the Highway Capacity Manual (HCM) reports function in the software.

Weave/merge/diverge analysis will be conducted using Caltrans LOS D method per the Caltrans Highway Design Manual (HDM). Accident analysis will be conducted using Traffic Accident Surveillance and Analysis System (TASAS) data provided by Caltrans for a recent three-year period. The purpose will be to produce a discussion of the safety issues, and to document the issues considered in making design decisions. The consultant will conduct a technical meeting, for Caltrans, Beaumont and RCTC staff, that summarizes the results of the traffic analysis. The purpose of the meeting will be to get feedback on the results and methods of reporting the results.

2. **Pedestrian and Bicycle Assessment** - This traffic study shall also consider bicycle and pedestrian data using data from the California Statewide Integrated Traffic Records System (SWITRS), the report would also provide a basic assessment of bicycling and walking safety statistics, including a discussion comparing bicycling and walking activity and collisions statistics within the project area. Preliminary recommendations and cost estimates shall be developed for evaluation by all stakeholders.
3. **Transit Assessment** – The Selected consultant will assess the project impacts to all existing and future transit routes in the project area and surrounding areas in addition to identifying opportunities to expand or realign existing routes. Efforts will be made to plan for a future transit station in alignment with the city's general plan as well as transit connectivity to the proposed Coachella Valley rail station planned for the pass area.
4. **Local Intersection Control Evaluation** - As a result of the potential for widening and ramp reconfigurations or closures, local interchange options need to be analyzed and evaluated between PDT and the local jurisdictions to determine options to be carried forth in PA/ED. The consultant shall assume the development of local interchange options and develop further analysis and adherence to Caltrans' Intersection Control Evaluation (ICE) policy.
5. **Final PSR-PDS's** – Identifying the proposed design alternatives and recommendations outlined in concept plans and alternatives memo to be presented to RCTC and any additional project stakeholders as necessary. The PSR-PDS format and outline shall be prepared per Caltrans' PDPM Section 3 of Appendix S.

The draft reports, technical memorandum and material shall be circulated through RCTC and the PDT for review, comment and obtain approval before formally submitting to Caltrans for approval on the Draft and Final. Individual meetings with RCTC and other agencies and stakeholders shall be necessary to obtain these reviews and approvals.

After developing alternatives and evaluating impacts and cost estimates, etc., the consultant shall prepare the draft PSR-PDS documenting all essential requirements as described in the SOW tasks described above. The PSR-PDS shall perform to the requirements of Caltrans latest version of PDPM and Caltrans District 8 guidelines. Caltrans shall require sixty (60) working days for their first review.

Comments shall be provided to consultant and the consultant shall tabulate comments from the various functional units and respond in matrix form on how each component shall be addressed. Comments on the Draft PSR-PDS shall be addressed to produce a final PSR-PDS. The final PSR-PDS shall continue to conform to the requirements of

Caltrans' latest version of the PDPM and Caltrans District 8 guidelines. Caltrans shall require thirty (30) working days for their second review.

6. **Forecast Travel Demand** – The consultant selected as part of the PSR-PDS is tasked with determining future travel demand used for project alternatives. The findings will be presented in a final traffic forecasting technical memorandum presenting all the traffic volumes and documenting the methods for developing them.
7. **Schedules** - The consultant shall provide a delivery schedule for PSR-PDS milestones and major milestones for future project phases. For practical purposes the schedule shall show the amount of time needed to complete the project through construction for project alternatives. The consultant shall discuss all schedule constraints and assumptions for programmed milestone and include 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 for all phases through construction. Milestones that are not proposed for programming and are outside of the programming cycle shall be made such that these dates are for “Delivery Date Column”, and a notation shall be made that these dates are for “planning purposes only.” The schedule shall be tied to a work plan to assist in managing resources for these projects.
8. **Progress Reports** - Monthly progress reports and invoices
9. **File Transfers** - All data and information including but not limited to 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 PSR-PDS's. All native files used in the PSR-PDS development will be transmitted to RCTC at any time during the project via any method deemed necessary by RCTC including but not limited to SharePoint upload, physical hard drive transfer, CD, or thumb drive transfer. All files should be maintained in RCTC's SharePoint drive.
10. **Cost Estimates** - Cost estimates with all backup information for each alternative considered.
11. **Trend Meetings** - Stakeholder coordination and public outreach meetings with the Project Development Team and other public and private entities that have a stake within the project limits. Trend meetings will be held bi-weekly with the RCTC and consultant teams to discuss project updates, management, and action items. The consultant shall be responsible for scheduling, developing agendas, recording meeting minutes, and tracking action items.
12. **PDT Meetings** - PDT meetings will be held monthly with the Commission, City of Beaumont, Caltrans, and/or FHWA as needed to discuss policy, procedure, coordinate project activities, obtain direction, exchange Project information and identify issues to be resolved. The consultant shall prepare and distribute meeting notices, agendas, handout material relevant to the agenda, and meeting minutes.
13. **CADD Drawings** - Preparation of electronic/CADD drawings (reproducible drawings) as necessary.
14. **Documents** - Provide copies of reports, drawings and specifications to RCTC, Caltrans and City of Beaumont at each stage of submittal as necessary.
15. **Coordination with public agency partners and community stakeholders** – The selected consultant shall coordinate and lead meetings on behalf of RCTC with project stakeholders including but not limited to Caltrans and the City of Beaumont as needed.

16. **Stakeholder Involvement** – The selected consultant shall complete as needed roundtable community outreach meetings, agendas, meeting minutes, PowerPoint presentations and/or other engagement materials, as well as stakeholder an engagement strategy memo.
17. **Field Review** – The consultant will perform a preliminary field visit to document existing field conditions, any adverse conditions, minutes and the necessary follow up items. All information gathered will be compiled into a field report and presented to RCTC, Caltrans and all project stakeholders as needed.
18. **Gather Project Background Information** - The consultant will obtain existing and previously documented information for features of the proposed project. Data collection will include available information including, but not limited to as-built drawings, existing roadway geometry plans, other physical features of the project area, relevant plans and studies, and all available equity data. The consultant will perform field reconnaissance where necessary and collect information that will be necessary for the execution of the technical tasks.

EXHIBIT “B”
SCHEDULE OF SERVICES

[attached behind this page]

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Schedule and Risk Register

Our proposed schedule of completing the PID phase in 14 months, as illustrated to the right, allows 2 months of contingency. We will accomplish this schedule through our proactive approach to critical path items, comprehensive issue identification and resolution process, and proactive stakeholder involvement process.

To reduce schedule slippage, Darren will take ownership of the schedule and hold weekly internal meetings with discipline leads, including subconsultants, to ensure project goals and interim milestones are met. He also will set deadlines that allow for contingencies, identify risks, and develop a communication plan.

We have prepared a risk table below that identifies project risks and our proposed mitigation strategies.

Risk	Impact	Kimley-Horn Approach
Purpose and Need Defining the P&N early is key to schedule must consider adjacent infrastructure projects in Pass Area.	Scope, Schedule, Budget	<ul style="list-style-type: none"> Gain consensus early to keep project on schedule Ensure P&N aligns with CAPTI and VMT policies Define P&N to consider operational benefits of adjacent roadway/interchange projects to get realistic alternatives
Caltrans Approvals Potential schedule delays due to Caltrans internal staff shortages or unexpected effort	Scope, Schedule	<ul style="list-style-type: none"> Maintain accurate Progress Schedule with Caltrans' input Obtain status in monthly PDT Meetings Follow up with key reviewers as needed Assure quality deliverables
Traffic Forecasting Forecasting adjacent develop and infrastructure projects could impact Alternative Analysis	Scope, Schedule	<ul style="list-style-type: none"> Utilize our team's existing data to quickly develop forecasting Gain PDT concurrence on the forecasting early to avoid schedule delays
CAPTI Alignment Disagreement between HQ recommendations and stakeholders	Scope, Schedule, Budget	<ul style="list-style-type: none"> Review initial recommendations and obtain clarity if needed Hold focus meeting if constraints or other factors prevent implementation
Non-Standard Features Caltrans is unwilling to approve a non-standard feature in Design Standard Risk Assessment	Scope, Budget	<ul style="list-style-type: none"> Hold workshop to review non-standard features with Design Unit Clearly demonstrate impacts and incremental improvements
Project Scope Project magnitude increases in scope beyond what is anticipated	Scope, Schedule, Budget	<ul style="list-style-type: none"> Identify and monitor potential scope creep items separately in Risk Register Key is early identification and realistic action plan
City Initiatives Conflict between City initiatives and Caltrans or RCTC expectations	Scope, Schedule, Budget	<ul style="list-style-type: none"> Coordinate City input and items from the new General Plan into initial build alternatives Resolve conflicts early in the process with workshops
Environmental Alternatives could require a VMT Analysis in PA/ED	Scope	<ul style="list-style-type: none"> Consider SB 743 and project features that are not capacity increasing (i.e. auxiliary lanes less than one mile) Identify potential for VMT impacts early through VMTDD
Geotechnical Risks <ul style="list-style-type: none"> High Peak Ground Acceleration The Beamount Plain Fault Zone is 1500 feet east Existing Bridge spread footings could impact staging 	Scope, Schedule, Budget	<ul style="list-style-type: none"> Proactively coordinate geotechnical parameters/risks to provide accurate costs and avoid surprises during the PA/ED phase Assure these are properly considered during alternative analysis

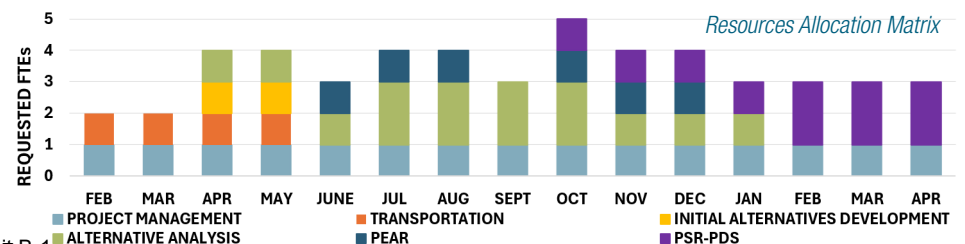
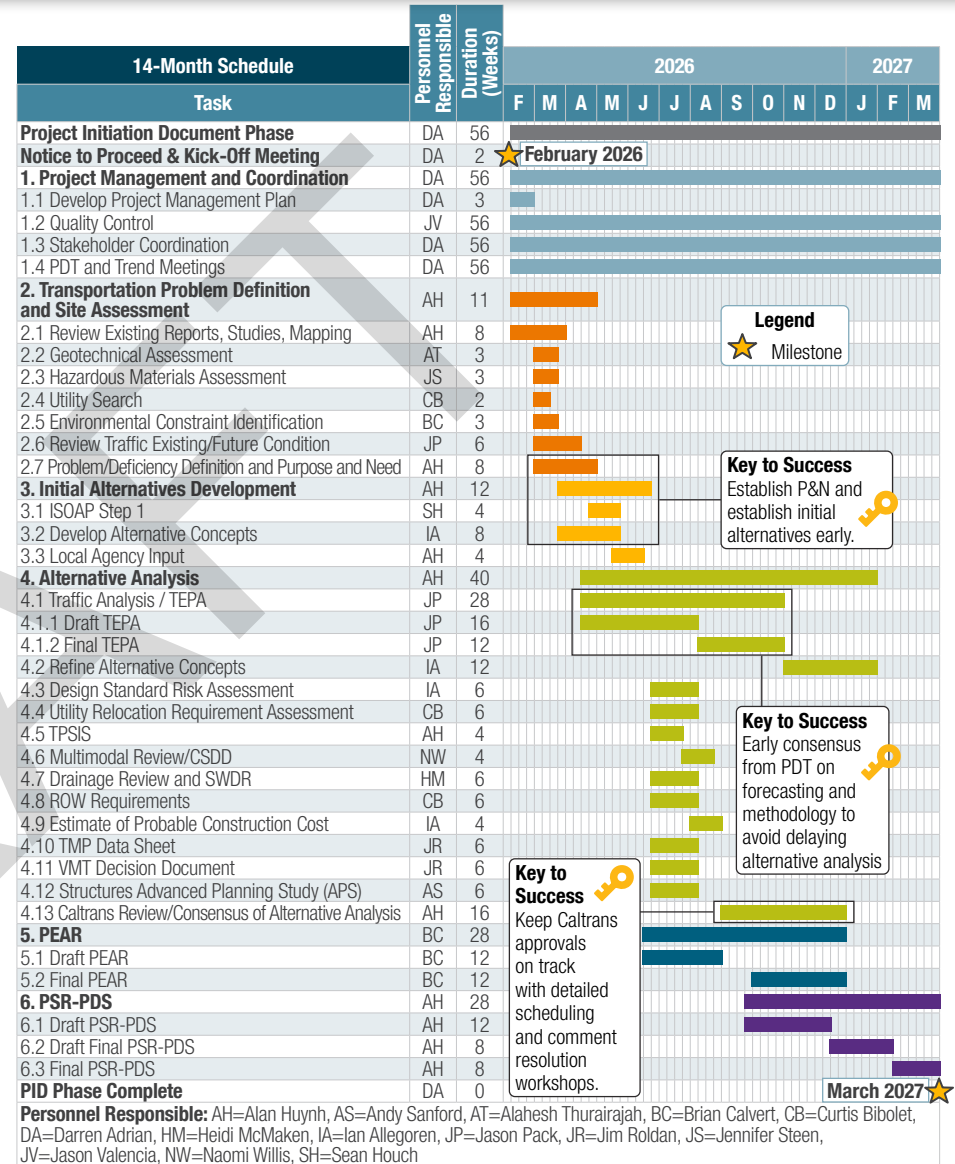


EXHIBIT “C”
COMPENSATION PROVISIONS

[attached behind this page]

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EXHIBIT "C"
COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
Kimley Horn	Engineering	\$ 894,744.28
<i>Sub Consultants:</i>		
EMI	Geotechnical	\$ 52,225.82
Fehr and Peers	Traffic Engineering	\$ 87,525.57
ICF	Environmental	\$ 144,894.05
Monument	Right of Way	\$ 13,470.28
TOTAL COSTS		\$ 1,192,860.00

¹ Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

Agreement No. 08-1821

Project No.: 0826000079

EA: 08-1T490

08-RIV-10-6.7/8.2

COOPERATIVE AGREEMENT COVER SHEET

Work Description

IMPROVEMENTS TO THE I-10 AND SR79 INTERCHANGE IN THE CITY OF
BEAUMONT

Contact Information

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

CALTRANS

Vida Delrooz, Project Manager

464 West 4th Street

San Bernardino, CA 92401

Office Phone: (909) 501-9168

Email: vida.delrooz@dot.ca.gov

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Joie Edles Yanez, PE, Capital Projects Manager

4080 Lemon Street

Riverside, CA 92501

Office Phone: (951) 787-7141

Email: jedles@RCTC.org

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COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Riverside County Transportation Commission, a public corporation/entity, referred to hereinafter as RCTC.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130 and California Government Code, Section 65086.5.
2. For the purpose of this AGREEMENT, *improvements to the I-10 and SR79 interchange in the city of Beaumont*, will be referred to hereinafter as PROJECT. RCTC desires that a Project Initiation Document (PID) be developed for the PROJECT. The Project Initiation Document will be a Project Study Report-Project Development Support (PSR-PDS).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

- **PROJECT INITIATION DOCUMENT (PID)**

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this

AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

AGREEMENT will terminate 180 days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

5. No PROJECT deliverables have been completed prior to this AGREEMENT.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

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RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. RCTC is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- RCTC is the Project Initiation Document (PID) IMPLEMENTING AGENCY.

The PID identifies the PROJECT need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, and potential funding sources.

11. RCTC will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for

the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. RCTC is the only PARTY committing funds in this AGREEMENT and will fund the cost of the WORK in accordance with this AGREEMENT.

If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review or development of this PROJECT, PARTIES will agree to amend this AGREEMENT to change the reimbursement arrangement for PID review.
14. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.
15. Unless otherwise documented in the Reimbursement Summary, overall liability for project costs within a PROJECT COMPONENT, subject to program limitations, will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Unless otherwise documented in the Reimbursement Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Reimbursement Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
19. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that RCTC's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts

necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
21. RCTC will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

Project Initiation Document (PID)

22. As the PID IMPLEMENTING AGENCY, RCTC is responsible for all PID WORK except those activities and responsibilities that are assigned to another PARTY in this AGREEMENT and those activities that may be specifically excluded.
23. Should RCTC request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this AGREEMENT, RCTC agrees to reimburse CALTRANS for such work and PARTIES will amend this AGREEMENT.
24. PARTIES agree to share work as shown in Attachment A – Scope Summary
25. CALTRANS will provide relevant existing proprietary information and maps related to:
 - Geologic and Geotechnical information
 - Utility information
 - Environmental constraints
 - Traffic modeling/forecasts
 - Topographic and Boundary surveys
 - As-built centerline and existing right-of-way

Due to the potential for data loss or errors, CALTRANS will not convert the format of existing proprietary information or maps.

26. When required, CALTRANS will perform pre-consultation with appropriate resource agencies in order to reach consensus on need and purpose, avoidance alternatives, and feasible alternatives.
27. CALTRANS will actively participate in the Project Development Team meetings.
28. The PID will be signed on behalf of RCTC by a Civil Engineer registered in the State of California.
29. CALTRANS will review and approve the Project Initiation Document (PID) as required by California Government Code, Section 65086.5.

CALTRANS will complete a review of the draft PID and provide its comments to RCTC within 60 calendar days from the date CALTRANS received the draft PID from RCTC. RCTC will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by RCTC, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from RCTC.

After RCTC revises the PID to address all of CALTRANS' comments and submits the revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within 30 calendar days from the date CALTRANS received the revised draft PID from RCTC. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, RCTC will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The 30 day CALTRANS review period will be stalled during that time and will continue to run after RCTC provides the required data.

No liability will be assigned to CALTRANS, its officers and employees by RCTC under the terms of this AGREEMENT or by third parties by reason of CALTRANS' review and approval of the PID.

Additional Provisions

Standards

30. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and

CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

31. CALTRANS retains the right to reject noncompliant WORK. RCTC agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

32. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

33. RCTC will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

34. CALTRANS will issue, upon proper application, the encroachment permit required for WORK within State Highway System (SHS) right-of-way. RCTC, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued by CALTRANS. CALTRANS will provide an encroachment permit to RCTC at no cost. RCTC's contractors, consultants, and agents may work under the same permit after completing, signing, and submitting the

contractor's authorization form TR-0429 to CALTRANS. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

35. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

36. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

37. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

38. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

39. If any hazardous materials, pursuant to Health and Safety Code 25260(d), are found within the PROJECT limits, the discovering PARTY will notify all other PARTIES within twenty-four (24) hours of discovery.
40. PARTIES agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.
41. If hazardous materials are discovered within PROJECT limits, but outside of State Highway System right-of-way, it is the responsibility of RCTC in concert with the local

agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.

Claims

42. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
43. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
44. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

45. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
46. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.
PARTIES will retain all WORK-related records for three (3) years after the final voucher.
PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

47. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
48. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

49. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

Penalties, Judgments and Settlements

50. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
51. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

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GENERAL CONDITIONS

52. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

Venue

53. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

54. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

55. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by RCTC, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon RCTC under this AGREEMENT. It is understood and agreed that RCTC, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by RCTC, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
56. Neither RCTC nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless RCTC and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought

forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

57. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
58. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

59. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.
A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.
60. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

61. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

62. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of RCTC will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal

counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief and/or to preserve the statute of limitations, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

63. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

64. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

REIMBURSEMENT SUMMARY

FUNDING TABLE				
<u>IMPLEMENTING AGENCY:</u>			<u>RCTC</u>	
Source	Party	Fund Type	PID	Totals
LOCAL	RCTC	Local	300,000	300,000
Totals			300,000	300,000

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SPENDING TABLE		
	PID	
Fund Type	CALTRANS	Totals
Local	300,000	300,000
Totals	300,000	300,000

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Funding

65. Per the State Budget Act of 2012, Chapter 603, amending item 2660-001-0042 of Section 2.00, the cost of any engineering support performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.

Invoicing and Payment

66. PARTIES will invoice for funds where the SPENDING TABLE shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, RCTC will pay invoices within five (5) calendar days of receipt of invoice.
67. If RCTC has received EFT certification from CALTRANS then RCTC will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
68. Each invoice submitted by CALTRANS shall include a progress report summarizing the work performed during the invoicing period and identifying the tasks completed or underway.

Project Initiation Document (PID)

69. CALTRANS will submit an invoice to RCTC in the amount of \$300,000 after the execution of this AGREEMENT. The invoice amount is the estimated costs for CALTRANS to perform WORK.
- CALTRANS will not begin WORK until RCTC pays invoice in full.

Upon completion of WORK, CALTRANS will perform a final accounting of WORK costs. Based on the final accounting, CALTRANS will refund or invoice as necessary in order to satisfy the obligation of this AGREEMENT. Should CALTRANS submit an invoice as a result of the final accounting, RCTC agrees to pay within forty-five (45) days of receipt of invoice.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Catalino A. Pining III
District 8 Director

HQ Legal Representative
HQ Legal Rep Title

Verification of Funds and Authority:

Karem Evans
District Budget Manager

Certified as to financial terms and policies:

Darwin Salmos
HQ Accounting Supervisor

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Aaron Hake
Executive Director

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AGENDA ITEM 8

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	January 26, 2026
TO:	Western Riverside County Programs and Projects Committee
FROM:	Monica Morales, Senior Management Analyst Eric DeHate, Transit Manager
THROUGH:	Lorelle Moe-Luna, Multimodal Services Director
SUBJECT:	Measure A Specialized Transit Award Recommendations for Fiscal Years 2024/25 – 2026/27 - Amendment No. 3

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve Amendment No. 3 to the Measure A Specialized Transit Program for Fiscal Years 2024/25-2026/27, allocating an additional \$366,317 for a total amount of \$11,576,904;
- 2) Approve Agreement No. 26-26-042-00 with Kindful Restoration in the amount of \$227,400 for operating and \$65,000 in capital from Measure A Specialized Transit funds, for a total not to exceed contract amount of \$292,400;
- 3) Approve Amendment No. 1 to Agreement No. 24-26-115-01 with Voices for Children for an additional amount of \$36,617 for operating from Measure A Specialized Transit funds, for a total not to exceed contract amount of \$391,212;
- 4) Approve Amendment No. 2 to Agreement No. 24-26-128-02 with Forest Folk, Inc. (Forest Folk) for an additional amount of \$37,300 for operating from Measure A Specialized Transit funds, for a total not to exceed contract amount of \$478,689; and
- 5) Authorize the Chair or Executive Director to execute the agreements, pursuant to legal counsel review.

BACKGROUND INFORMATION:

The 2009 Measure A Expenditure Plan allocates approximately 12 percent of the annual revenues from the 2009 Measure A Western County program to public transit. The public transit allocation is then distributed amongst five programs: specialized transit services, specialized transit - consolidated transportation service agency, commuter rail, intercity bus, and commuter assistance. The Measure A Specialized Transit Program receives about 2 percent of the 2009 Measure A Western County program revenue, or a 16.4 percent share of the 12 percent for public transit. The program provides funding to benefit older adults, persons with disabilities, and/or those that are most vulnerable and truly needy in Western County. In Western County, this funding has been distributed through a competitive process every three years to a wide array of

non-profit and community organizations that serve these constituencies for specialized transit services for persons with disabilities and older adults.

The goals of the Measure A Specialized Transit Program for Western County are to:

- Support directly operated services that expand or extend existing services, which, if not funded by Measure A funds, would leave an area and/or special population without alternate service options.
- Support existing services that offer an improved level of service coordination with the existing transportation network.
- Expand new services that leverage other revenue sources, can be administered in a cost-effective manner, and will not require long term support from measure A funding; and
- Support new and expansion of existing services including transportation for veterans and shuttles including, but not limited to, nutrition and medical services.

Projects that are eligible under the program include operating and capital projects such as senior transportation shuttles, non-emergency medical transportation services, bus pass/voucher programs, mileage reimbursement programs, travel training, vehicle and maintenance equipment, communications and dispatch equipment and mobility management.

Providing funding to non-profit providers of transit services for persons with disabilities, low income, and senior citizens has long been a priority of the Commission. Specialized transit providers play an important role in the public transportation network, offering over 190,000 one-way trips annually.

DISCUSSION:

The available funding for the FY 2024/25 – 2026/27 Measure A Specialized Transit Program cycle is \$12,181,000. At its June 2024, September 2024, and March 2025 meetings, the Commission approved 22 applications from 17 different agencies totaling \$11,210,587 leaving a remaining balance of \$970,413 available for programming.

Amendment No. 3 includes additional funding requests from the following three agencies:

Kindful Restoration, a new agency to the Specialized Transit program, is a non-profit organization providing programs and services such as housing navigation and stability, reentry and justice-involved programs including, but not limited to peer support, workforce readiness, mentoring and transportation for individuals exiting incarceration or probation. They have been in operation since 2021, with a mission to empower individuals and families impacted by behavioral health challenges, justice involvement and socioeconomic hardship achieve stability, independence and restored dignity. Kindful Restoration is seeking \$227,400 in operating funds for their transportation program, \$32,500 for replacement of a 2014 Ford Transit vehicle nearing the end of its useful life, and \$32,500 to expand their current program with an additional vehicle that is ADA compliant. This new award would total \$292,400 for both operating and capital

needs. Staff finds the request consistent with program goals by expanding transportation access for justice-involved individuals and underserved populations in Western Riverside County.

Voices for Children is a non-profit organization providing mileage reimbursement to volunteer Court Appointed Special Advocates (CASAs) to children who have experienced abuse, abandonment, or neglect. Their original award, Agreement No. 24-26-115 totaled \$354,595 in operating funds, and they are requesting an additional \$36,617 in operating funds due to the increase in children in foster care requiring transportation services. Additional funds will cover higher mileage reimbursement costs and additional staff expenses. The additional funding would bring the contract award to \$391,212.

Forest Folk is a non-profit organization that provides needed services, programs, recreation and other activities primarily for seniors in the Idyllwild community. Their current award, Agreement No. 24-26-128 provided \$241,389 for operations and \$200,000 for the replacement of two vehicles. Forest Folk is requesting an additional \$37,300 in operating funds to expand services by operating a second vehicle. The additional funding would bring the contract award to \$478,689 for both operating and capital projects.

The total additional funding requested in Amendment No. 3 is \$366,317, bringing the total award for the call for projects to \$11,576,904. A total of \$604,097 remains available for program awards as shown in Table 1.

Table 1. Summary of Available Funding*


Fiscal Years 2024/25 – 2026/27	
Fiscal Year Funding	Total
FY 2024/25	\$ 4,030,000
FY 2025/26	4,035,000
FY 2026/27	4,116,000
Total Available Funding	\$ 12,181,000
Original Award (June 2024)	9,945,249
Amendment 1 (Sept 2024)	978,346
Amendment 2 (March 2025)	286,992
Amendment 3 (Feb 2026)	366,317
Total Awarded	\$11,576,904
Remaining Funding	\$ 604,097

**Revised funding amounts based on updated finance projections*

Staff has evaluated the funding requests based on the approved program guidelines and recommends the Commission approve the contract amendments for Voices for Children and Forest Folk and approve Agreement No. 26-26-042-00 to Kindful Restoration. Staff also recommends the Commission authorize the Chair or Executive Director to execute the agreements with the award recipients, pursuant to legal counsel review.

FISCAL IMPACT:

The additional funding of \$366,317 for these contracts will not require a budget adjustment as sufficient funds were included in the approved FY 2025/26 budget. FY 2025/26 budget consisted of \$4,000,000 in anticipated Measure A specialized call for project expenses. Funding for FY 2026/27 will be included in the upcoming budget cycle.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26	Amount:	\$301,317 Ops \$65,000 Cap
Source of Funds:	2009 Measure A Western County Specialized Transit			Budget Adjustment:	No
GL/Project Accounting No.:	Operating and Capital (allocated) total: 260 26 86101 \$301,317 Specialized Transit Operating Amendment 3 260 26 86102 \$65,000 Specialized Transit Capital Amendment 3				
Fiscal Procedures Approved:				Date:	01/15/2026

Attachment: FY 2024/25–2026/27 Measure A Specialized Transit Award Recommendations - Amendment No. 3

FY 2024/25 - FY 2026/27 PROJECT RECOMMENDATIONS - Amendment 3

				Total 3-Year Project Cost	Total 3-Year Measure A Award	Required Match
Applicant Project Type Project Name						
OPERATING						
1	B&GC Menifee Valley	Operating - Direct Transportation	Ride to Success	\$ 520,500	\$ 343,530	\$ 176,800
2	B&GC Southwest County	Operating - Direct Transportation	Before and After School Specialized Transportation	\$ 778,918	\$ 514,085	\$ 264,833
3	Care A Van	Operating - Direct Transportation	Care-A-Van Transit	\$ 2,312,690	\$ 1,526,377	\$ 773,992
4	Care Connexus	Operating - Direct Transportation	Specialized Transportation	\$ 976,338	\$ 644,384	\$ 331,954
5	City of Norco	Operating - Direct Transportation	Seniors on the Move	\$ 548,233	\$ 361,836	\$ 186,400
6	Forest Folk*	Operating - Direct Transportation	Idyllwild Area Shuttle Service**	\$ 337,189	\$ 278,689	\$ 58,500
7	Friends of Moreno Valley	Operating - Direct Transportation	Senior Transportation	\$ 737,809	\$ 400,433	\$ 337,376
8	Kindful Restoration	Operating - Direct Transportation	Justice Impacted Transit Operating	\$ 344,546	\$ 227,400	\$ 117,146
9	Operation SafeHouse	Operating - Direct Transportation	Main Street Transitional Living & Permanent Supportive Housing Program**	\$ 296,573	\$ 195,738	\$ 100,835
10	RUHS BH	Operating - Direct Transportation	Transportation Change	\$ 1,941,393	\$ 1,281,497	\$ 660,073
11	RUHS MC	Operating - Direct Transportation	Transportation	\$ 1,855,982	\$ 1,224,948	\$ 631,034
12	US Vets	Operating - Direct Transportation	Inland Empire Transportation- Riverside	\$ 506,003	\$ 333,962	\$ 172,041
13	Valley Resource Center dba EXCEED	Operating - Direct Transportation	Western Riverside Transportation	\$ 2,828,681	\$ 1,049,681	\$ 1,779,000
14	Angel View	Operating - Mileage Reimbursement	Mileage Reimbursement**	\$ 422,527	\$ 270,417	\$ 152,110
15	Independent Living Partnership	Operating - Mileage Reimbursement	Volunteer Escort-Driver Reimbursement Program	\$ 4,583,647	\$ 1,709,979	\$ 2,873,668
16	Voices For Children	Operating - Mileage Reimbursement	Mileage Reimbursement**	\$ 1,379,938	\$ 391,212	\$ 988,726
17	Blindness Support Services	Operating - Travel Training Assistance	Travel Training	\$ 316,590	\$ 208,949	\$ 107,641
18	Michelles Place	Operating - Voucher Program	Treatment Travel Assistance Program**	\$ 221,340	\$ 146,085	\$ 75,255
Operating Total				\$ 20,908,897	\$ 11,109,202	\$ 9,787,384
CAPITAL						
1	Independent Living Partnership*	Capital - Equipment	Software Upgrade**	\$ 110,202	\$ 110,202	\$ -
2	Kindful Restoration	Capital - Expansion	Expansion - One wheelchair van	\$ 65,000	\$ 32,500	\$ 32,500
3	B&GC Menifee Valley	Capital - Replacement Vehicle	Replacement - Six Passenger Vans	\$ 75,000	\$ 37,500	\$ 37,500
4	Forest Folk*	Capital - Replacement Vehicle	Replacement - Two Passenger Vans**	\$ 200,000	\$ 200,000	\$ -
5	Kindful Restoration	Capital - Replacement Vehicle	Replacement - One Seven Passenger Van	\$ 65,000	\$ 32,500	\$ 32,500
6	RUHS BH	Capital - Replacement Vehicle	Replacement - One Passenger Van	\$ 55,000	\$ 27,500	\$ 27,500
7	RUHS MC	Capital - Replacement Vehicle	Replacement - One Mini Van	\$ 55,000	\$ 27,500	\$ 27,500
Capital Total				\$ 625,202	\$ 467,702	\$ 157,500
Grand Total				\$ 21,534,099	\$ 11,576,904	\$ 9,944,884

* Transportation-only organization reduced match was requested and approved

** Inclusive of original and all amendments

FY 2024/25 - FY 2026/27 PROJECT REQUESTS NOT AWARDED

				Total 3-Year Project Cost	Total 3-Year Measure A Award	Required Match
Applicant Project Type Project Name						
1	RUHS BH	Capital - Expansion	Expansion - One wheelchair van	\$ 85,000	\$ -	\$ -
				\$ 85,000	\$ -	\$ -

AGENDA ITEM 9

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	January 26, 2026
TO:	Western Riverside County Programs and Projects Committee
FROM:	Lisa Mobley, Administrative Services Director/Clerk of the Board
THROUGH:	David Knudsen, Deputy Executive Director
SUBJECT:	Election of Officers for the Western Riverside County Programs and Projects Committee

STAFF RECOMMENDATION:

This item is for the Committee to:

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

BACKGROUND INFORMATION:

The election of officers for the full Commission and its Committees are held on an annual basis. Commissioners Joseph Morabito (Chair) and Michael Vargas (Vice Chair) were elected as the Western Riverside County Programs and Projects Committee's officers for 2025. Once the election for 2026 is conducted, the new Chair and Vice Chair will immediately assume the positions.

Past Chairs of the Western Riverside County Programs and Projects Committee are as follows:

2025 – Joseph Morabito, City of Wildomar
2024 – Wes Speake, City of Corona
2023 – Brian Berkson, City of Jurupa Valley
2022 – Ben J. Benoit, City of Wildomar
2021 – Clint Lorimore, City of Eastvale
2020 – Michael Vargas, City of Perris
2019 – Brian Berkson, City of Jurupa Valley
2018 – Adam Rush, City of Eastvale
2017 – Deborah Franklin, City of Banning
2016 – Ben J. Benoit, City of Wildomar
2015 – Ben J. Benoit, City of Wildomar
2014 – Frank Johnston, City of Jurupa Valley
2013 – Andrew Kotyuk, City of San Jacinto
2012 – Adam Rush, City of Eastvale
2011 – Darcy Kuenzi, City of Menifee
2010 – Karen Spiegel, City of Corona