



MEETING AGENDA

Western Riverside County Programs and Projects Committee

Time: 1:30 p.m.
Date: July 28, 2025
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
Wes Speake / Jim Steiner, 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***

www.rctc.org

AGENDA*

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

1:30 p.m.

Monday, July 28, 2025

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 – APRIL 28, 2025**

Page 1

7. **AGREEMENT AMENDMENT WITH THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FOR THE INTERSTATE 15 CROSS-COUNTY TOLL SEGMENT**

Page 9

Overview

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

- 1) Approve Agreement Amendment No. 23-31-028-01 with the San Bernardino County Transportation Authority (SBCTA) actualizing Exhibit F, Table 1 based upon construction bid costs and executed Kapsch agreement costs; and
- 2) Authorize the transfer of an additional \$4.263 million in federal Congestion Mitigation and Air Quality (CMAQ) funds to SBCTA in support of the same.

8. AWARD AGREEMENT NO. 25-72-072-00 TO HNTB CORPORATION FOR THE STATE ROUTE 79 REALIGNMENT PROJECT INNOVATIVE FINANCING FEASIBILITY STUDY

Page 20

Overview

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

- 1) Award Agreement No. 25-72-072-00 to HNTB Corporation (HNTB) for the State Route 79 Realignment Project Innovative Financing Feasibility Study (IFFS) for the (Project), in the amount of \$702,915 plus a contingency amount of \$47,085 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; and
- 3) Authorize the Executive Director or designee to approve contingency work as may be required for the Project.

9. AMENDMENT TO AGREEMENT WITH NOSSAMAN LLP FOR ON-CALL STRATEGIC PARTNERSHIP ADVISOR SERVICES AND AMENDMENT TO AGREEMENT WITH PARSONS TRANSPORTATION GROUP, INC. FOR PROJECT AND CONSTRUCTION MANAGEMENT SERVICES FOR THE STATE ROUTE 91 EASTBOUND CORRIDOR OPERATIONS PROJECT

Page 73

Overview

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

- 1) Approve Agreement No. 06-66-028-17, Amendment No. 14 to Agreement No. 06-66-028-00, with Nossaman LLP (Nossaman) for the on-call strategic partnership advisor services to support the State Route 91 Eastbound Corridor Operations Project (91 ECOP) in the amount of \$2,500,000, plus a contingency amount of \$250,000, for an additional amount of \$2,750,000, and a total amount not to exceed \$22,133,445;
- 2) Approve Agreement No. 09-31-081-18, Amendment No. 17 to Agreement No. 09-31-081-00 with Parsons Transportation Group, Inc. (Parsons) to provide project and construction management (PCM) services for the 91 ECOP in the amount of \$9,748,255, plus a contingency amount of \$974,825, for an additional amount of \$10,723,080, and a total amount not to exceed \$166,783,415;
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
- 4) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amounts as required for these services.

10. AGREEMENT FOR THE NEXT GENERATION TOLL FEASIBILITY STUDY 2.0

Page 125

Overview

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

- 1) Award Agreement No. 25-31-074-00 to HDR Engineering, Inc. (HDR) for completion of the Next Generation Toll Feasibility Study 2.0 in the amount of \$1,499,245, plus a contingency amount of \$149,925, for a total amount not to exceed \$1,649,170;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services.

11. EXECUTIVE DIRECTOR REPORT

12. COMMISSIONER COMMENTS

Overview

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

13. ADJOURNMENT

The next Western Riverside County Programs and Projects Committee meeting is scheduled to be held at **1:30 p.m., Monday, August 25, 2025.**

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE

Monday, April 28, 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
Sheri Flynn*
Clint Lorimore
Joseph Morabito
Wes Speake
Karen Spiegel
Fia Sullivan
Michael Vargas
Lloyd White

Members Absent

Linda Krupa
Jose Medina

*Arrived after the meeting was called to order.

3. PLEDGE OF ALLEGIANCE

Commissioner Wes Speake 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.*

M/S/C (Lorimore/Vargas) to approve the following Consent Calendar item(s):

6A. APPROVAL OF MINUTES – FEBRUARY 24, 2025

7. AMENDMENT WITH STANTEC CONSULTING SERVICES, INC., FOR THE INTERSTATE 15 EXPRESS LANES PROJECT SOUTHERN EXTENSION TRAFFIC AND REVENUE STUDIES

Jeff Dietzler, Capital Projects Manager, presented the amendment with Stantec Consulting Services, Inc. for the Interstate 15 Express Lanes Project Southern Extension traffic and revenue studies, highlighting the following areas:

- What is a traffic and revenue (T&R) study?
 - Take the traffic of the region
 - Take the RIVCOM 2024 model produced by Western Riverside Council of Governments (WRCOG)
 - Isolate the corridor of the project
 - Look at the origin and destination trips of the traffic that go through that corridor
 - Add in all future infrastructure and land development projects for the next 50 years
 - Take the basic study and add in additional or more current information and then end up with a traffic model of how the region operates
 - Split that corridor into general purpose lanes and express lanes that gives the functionality of the express lanes
 - Then take the express lanes and apply the toll policies for RCTC for the express lanes and that will then provide the revenue that the express lane is expected to generate for the next 50 years
- What is an investment grade T&R?
 - That is the highest level of detail of a T&R study, it has a lot more rigor and input, it is evaluated by the credit rating agencies, and it becomes the basis for borrowing money against for future projects
- Stantec contracts and history
 - Stantec Corridor Improvement Project (CIP) Contract No. 10-31-099-00 originally executed in 2010
 - ✓ Investment Grade T&R for the SR-91 CIP
 - ✓ Currently on Amendment No. 15
 - Stantec Express Lanes Project (ELP) Contract No. 15-31-048-00 originally executed in 2015
 - ✓ Investment Grade T&R for the I-15 ELP
 - ✓ Currently on Amendment No. 13
 - Both contracts tasked with ongoing traffic model and revenue forecasts to

support RCTC SR-91 and I-15 tolling operations

- Why sole source?
 - I-15 ELP traffic and toll revenue models already developed
 - Utilizing the ELP models, Stantec can evaluate both ELP Southern Extension (ELPSE) impact to ELP revenue as well as forecasted ELPSE revenue
 - Credit rating agencies are familiar with CIP and ELP investment grade T&R studies
- Proposed Stantec ELPSE amendment
 - Stantec I-15 ELPSE amendment scope
 - 1) During Progressive Design Build (PDB) Phase 1, evaluate scope concepts for the first construction segment which maximizes the traffic benefits for the available project funding
 - 2) Once the initial project delivery segment is identified, produce an investment grade T&R study in support project financing

Commissioner Chuck Conder stated that as more electric vehicles use the toll lanes RCTC is losing revenue, but in Sacramento they are looking to find a way to charge them and asked how that figures into their future costs.

Jeff Deitzler replied that currently the toll policy is that electric vehicles are not free they receive a 15 percent discount.

At this time, Commissioner Sheri Flynn joined the meeting.

Aaron Hake, Executive Director, clarified on I-15 that is the case, so 91 and the 15 have different policies regarding electric vehicles. The law that allows electric vehicles to go at a discount or reduced rate is expiring and asked Haviva Shane, Legal Counsel, when would it expire.

Haviva Shane replied that she believes it is in 2026.

Aaron Hake stated they will get the year it is expiring but the law sunsets soon that gives electric vehicles the discount then the Commission would adjust their toll policy.

Commissioner Conder stated it is quite interesting trying to figure out their costs over the next 50 years and how they are doing that, it is just going to make it difficult.

Aaron Hake replied to Commissioner Conder that is exactly the type of analysis Stantec or any firm doing this would do is to figure out who are they giving discounts to, how many discounts, and the forecast for growth for that discount so they could give staff a model on how much revenue is expected to be received based on that.

Commissioner Brian Berkson stated it was mentioned in the staff report that Stantec has the information they have been doing this for RCTC for a long time so obviously they are the ones to go to. He asked if they provide that as public access information or keep that

proprietary, because if it was public information they could go out to bid. He asked if the additional \$820,000 is just for this T&R study and it is an amendment adding this study or is this increasing that budget from the study to the total amount not to exceed \$5,678,040.

Jeff Deitzler replied that it is the latter. RCTC has an ongoing contract with a certain amount they have been using to draw down on to do the ELPSE studies. One investment grade T&R study has been done for the entire corridor. The corridor will be cut into segments, but they do not know what the segments are going to be until they have the design builder on board. Also, it is a contract adjustment to add capacity to do a certain number of revisions and then do an investment grade study at the very end of all that.

Commissioner Berkson clarified it is just for this T&R study.

Jeff Deitzler replied the \$820,000 is just for the ELPSE. He referred to Commissioner Berkson's question whether their model is proprietary. He is uncertain Stantec has all the data, they use standard industry software to do it and RCTC does not get a copy of the model it is embedded in their computer systems.

Aaron Hake stated the model itself is their model and Stantec finetune it, based on experience working with RCTC. The Commissioners have probably seen presentations where staff show heatmaps, that is the output of their data, and this is all publicly available. Staff go out of their way to put a lot of their work out in public so when staff procure these services again the industry can see the work that has been done.

Commissioner Speake stated he sees the benefit of doing it this way as Stantec has a very good understanding of what goes into their system, they have been extremely accurate from the many presentations he has seen, but a little bit conservative. He stated to make this go in a way that gets the Commission the information he is in favor going forward. He then moved to approve staff recommendation.

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

- 1) Approve Amendment No. 14 to Agreement No. 15-31-048-13 with Stantec Consulting Services, Inc. (Stantec) to provide Traffic and Revenue (T&R) studies and financing support for the Interstate 15 Express Lanes Project Southern Extension (15 ELPSE) for an additional amount of \$820,000, and a total amount not to exceed \$5,678,040; and**
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the amendment on behalf of the Commission.**

8. AMENDMENT TO AGREEMENT WITH RAILPROS, INC. TO PROVIDE ON-CALL RAILROAD FLAGGING SERVICES FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION'S CAPITAL PROJECTS AND METROLINK STATION MAINTENANCE ACTIVITIES

John Tarascio, Senior Capital Projects Manager, presented the amendment to the agreement with Railpros, Inc. for on-call railroad flagging services, highlighting the following areas:

- What is railroad flagging?
 - Regulated through the Federal Railroad Administration (49 CFR § 214 and 49 CFR § 218.37)
 - Required when work takes place in and around railroad right of way
 - Flaggers ensure safety of work operations by coordinating communications between construction crews and train operations
 - Primary duty is to prevent workers from inadvertently entering active track areas without proper authorization
 - Flagging duties can only be performed by individuals who are qualified and approved by the operating railroad
 - The cost of flagging services is borne by the entity responsible for the work activities
- On-call flagging agreement
 - The Commission maintains a County-wide railroad flagging agreement for use on Capital Projects & Metrolink Station maintenance activities within the right of way owned and/or operated by:
 - ✓ Burlington Northern Santa Fe Railway (BNSF)
 - ✓ Union Pacific Railroad (UP)
 - ✓ Southern California Regional Rail Authority (SCRRA)
- Existing flagging agreement details
 - Additional notes
 - ✓ Currently, Railpros is the only approved flagging service provider between BNSF, UP and SCRRA
 - ✓ The Commission obtains sole source approvals from Caltrans/FHWA for each of its projects to be eligible for federal funding reimbursement
- Fiscal impact
 - Current Railroad flagging expenditures
 - ✓ Amendment required to add an additional \$2,000,000 to the not to exceed agreement amount
 - ✓ Funding provided by the individual project/station maintenance budgets utilizing a variety of local, state and federal funds
- RCTC's railroad flagging utilization
 - Ongoing Capital Projects
 - ✓ State Route 71 / 91 Interchange Project
 - ✓ Moreno Valley / March Field Metrolink Station Improvement Project

- Future Capital Projects
 - ✓ Santa Ana River Trail 2, Phase 6 Project
 - ✓ Perris-South Metrolink Station & Layover Facility Expansion Project
 - ✓ Perris Valley Line Double Track Project
 - ✓ Coachella Valley Rail - Tier II Study
 - ✓ Mead Valley Metrolink Station Project
- Metrolink Station Maintenance
 - ✓ Utilized to support maintenance activities at all nine Commission-owned Metrolink Stations

Chair Morabito asked if Railpros are the only ones approved.

John Tarascio replied there are different firms that are approved but Railpros is common among all three agencies.

In response to Chair Morabito's clarification they need to choose somebody that is approved, John Tarascio replied yes that is correct.

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

- 1) Approve Agreement No. 23-31-061-02, Amendment No. 2 to Agreement No. 23-31-061-00 with RailPros, Inc., (RailPros) to provide on-call railroad flagging services for Riverside County Transportation Commission's current and future capital projects and station maintenance activities within the right of way owned or operated by Burlington Northern Santa Fe (BNSF), Union Pacific (UP) and Southern California Regional Rail Authority (SCRRA), for an additional amount of \$2,000,000, and a total amount not to exceed \$4,400,000; and**
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement and optional two-year term on behalf of the Commission.**

9. INTERSTATE 15 SMART FREEWAY PILOT PROJECT MAINTENANCE SERVICES AGREEMENT WITH ITERIS, INC.

John Tarascio presented the I-15 SMART Freeway Pilot Project maintenance services agreement, highlighting the following areas:

- Project history
- Project overview
 - Project limits
 - ✓ 8-miles of northbound I-15, County Line to 15/215 "Split"
 - Project scope

- ✓ Coordinated Adaptive Ramp Metering at 3 on-ramps
 - Temecula Parkway
 - Rancho California Road
 - Winchester Road
 - ✓ Civil/Intelligent Transportation System (ITS) Improvements
 - ✓ 2-Year Pilot Period to Evaluate the System
- Project organization and agreements summary
- Project schedule
- Maintenance services scope
 - Maintenance services required during 2-year Pilot Period
 - ✓ All civil and ITS elements
 - ✓ To ensure system functionality at all times
 - Preventative maintenance
 - ✓ Regular inspection, cleaning and maintenance of system equipment and components
 - Corrective maintenance
 - ✓ Responding to and addressing system faults and functionality issues
 - ✓ Repairing damage from 3rd party incidents
- Asset management
 - ✓ Inventorying and tracking system equipment and components
 - ✓ Stocking and maintaining spare parts
- Maintenance services procurement
 - Request for Proposal (RFP) was released on May 31, 2024
 - No proposals were received
 - ✓ First-of-a-kind technology determined to be primary factor for no proposals
 - Further outreach conducted to identify qualified firms
 - ✓ Proposal received from Iteris, Inc.
 - ✓ Iteris Inc. determined to have the qualifications required in the RFP
 - Approval received from Caltrans through Public Interest Finding to award agreement to Iteris Inc. as a single source procurement
 - Agreement Amount: \$ 1,372,550 plus a contingency amount of \$ 137,255 (10 percent) for a total amount not to exceed \$ 1,509,805
 - Amount determined to be fair and reasonable
- Fiscal impact – Federal Congestion Mitigation and Air Quality (CMAQ) funds in the amount of \$1,509,805

Chair Morabito stated it is just a standard red light, green light on an on-ramp and very shortly they are all on the freeway. He is uncertain how that works down the road but hopes that helps as that is a very tough area to drive through.

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

- 1) Award Agreement No. 24-31-093-00 to Iteris, Inc. for maintenance services during pilot period in the amount of \$1,372,550, plus a contingency amount of \$137,255 for a total amount not to exceed \$1,509,805;**
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission; and**
- 3) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project.**

10. EXECUTIVE DIRECTOR REPORT

Aaron Hake:

- Thanked the Commissioners for keeping the Commission moving.

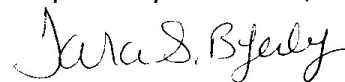
11. COMMISSIONER COMMENTS

There were no comments from the Commissioners.

12. ADJOURNMENT

There being no further business for consideration by the Western Riverside County Programs and Projects Committee, the meeting was adjourned at 1:58 p.m.

Respectfully submitted,



Tara S. Byerly
Deputy Clerk of the Board

AGENDA ITEM 7

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 28, 2025
TO:	Western Riverside County Programs and Projects Committee
FROM:	Jeff Dietzler, Capital Projects Manager (Toll)
THROUGH:	David Thomas, Toll Project Delivery Director
SUBJECT:	Agreement Amendment with the San Bernardino County Transportation Authority for the Interstate 15 Cross-County Toll Segment

STAFF RECOMMENDATION:

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

- 1) Approve Agreement Amendment No. 23-31-028-01 with the San Bernardino County Transportation Authority (SBCTA) actualizing Exhibit F, Table 1 based upon construction bid costs and executed Kapsch agreement costs; and
- 2) Authorize the transfer of an additional \$4.263 million in federal Congestion Mitigation and Air Quality (CMAQ) funds to SBCTA in support of the same.

BACKGROUND INFORMATION:

On April 12, 2023, the Commission approved the execution of a cooperative agreement (Agreement) with SBCTA in furtherance of SBCTA's proposed Interstate 15 Corridor Freight and Express Lanes Project (Project). The Project includes 2.2 lane-miles of the Commission's 15 Express Lanes which are slated to be assigned to SBCTA upon opening of the Project. Per the Agreement, the Commission is responsible for funding I-15 Express Lanes access improvements near Cantu-Galleano Ranch Road, which were requested by Commission staff beyond the approved project approval/environmental document (PA/ED) design of the SBCTA 15 Express Lanes.

The executed Agreement included a cost estimate of \$15 million for the capital and support costs of this proposed Commission requested betterment. The initial estimated costs were paid for by transferring to SBCTA a portion of the Commission's unobligated Fiscal Year 2022/23 federal CMAQ funds in the amount of \$15 million dollars. An amendment to this agreement was anticipated to be executed to incorporate the construction bid costs at the time of award of the construction contract.

CMAQ funds are apportioned by the federal government to states to fund transportation projects and programs that reduce mobile source emissions in air quality nonattainment and maintenance areas, like the Southern California region, to help meet the requirements of the Clean Air Act. Historically, California suballocated CMAQ funds to agencies like the Commission to be programmed on air quality-improving projects at our discretion.



Figure 1: Vicinity Map of SBCTA 15 Project

DISCUSSION:

Upon SBCTA opening bids received for the Project, and further negotiating supporting tolling contracts with Kapsch (the Commission's toll vendor), the actualized cost totals of the Agreement increased by \$4.263 million above the estimated \$15 million at the time of Agreement execution. These additional costs will be paid for by the Commission with an additional transfer of the Commission's unobligated discretionary CMAQ funds to SBCTA. Because these FY 2022/23 unobligated CMAQ funds pre-date the current Southern California Association of Governments competitive process, the Commission is able to perform this transfer administratively.

FISCAL IMPACT:

Federal CMAQ funds are received by the Commission on a reimbursable basis when they are obligated for a specific project. The 15 Project is SBCTA's, therefore there is no fiscal impact to the Commission related to the allocation of additional CMAQ funds to SBCTA directly in the amount of \$4.263 million for I-15 Express Lane access improvements near Cantu-Galleano Ranch.

Attachments:

- 1) San Bernardino County Transportation Authority Draft Agreement No. 23-31-028-01
- 2) Supplemental CMAQ Transfer Letter in the amount of \$4.263 million for actual Project bid costs for the I-15 Express Lanes access improvements near Cantu-Galleano Ranch

**AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT
FOR INTERSTATE 15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT – CONTRACT 1
BETWEEN SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

This Amendment No. 1 to Cooperative Agreement for Interstate 15 (I-15) Corridor Freight and Express Lanes Project – Contract 1 (Cooperative Agreement) is made and entered into this ____ day of _____, 2025, by and between the San Bernardino County Transportation Authority (SBCTA) and the Riverside County Transportation Commission (RCTC). SBCTA and RCTC are sometimes referred to herein individually as “Party,” and collectively as “Parties.”

Recitals

- A. WHEREAS, SBCTA and RCTC entered into the Cooperative Agreement for the purposes of setting forth the roles and obligations of the Parties as it relates to the construction and operation of express lanes in Riverside County by SBCTA;
- B. WHEREAS, RCTC requested improvements described in Exhibit F of the Cooperative Agreement and provided an initial CMAQ funds apportionment of \$15,000,000 based on initial estimate of costs associated with the requested improvements;
- C. WHEREAS, Exhibit F Note 1 of the Cooperative Agreement specifies that an Amendment shall be executed to incorporate an updated Exhibit F – Table 1 to reflect actual construction award values;
- D. WHEREAS, the Cooperative Agreement specifies that RCTC and SBCTA shall update the CMAQ apportionment transfer based on actual award values as noted in the updated Exhibit F.

Terms

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by SBCTA and RCTC as follows:

1. Replace Exhibit F – Table 1: Cantu-Galleano Ranch Road Improvements Costs Estimate in its entirety with the following Table 1: Cantu-Galleano Ranch Road Improvements Costs, reflecting the actual construction award values.

Table 1: Cantu-Galleano Ranch Road Improvements Costs

Construction Costs		
Time Related Overhead (TRO)		\$ 490,500
Temporary Construction		\$ 5,100
Excavation		\$ 1,012,470
Drainage		\$ 637,290
BMP's		\$ 271,530
Roadway		\$ 4,161,220
Landscape		\$ 152,520
Barrier		\$ 1,211,160
Maintenance of Traffic (MOT)		\$ 1,019,000
Retaining Wall		\$ 849,350
Lighting and Electrical		\$ 1,228,030
Sound Wall		\$ -
Structure		\$ -
Utility		\$ -
Supplemental Work		\$ 169,820
State Furnished Materials		\$ 177,500
Mobilization		\$ 1,226,500
Design Contingency		\$ -
Construction Costs - Sub-Total		\$ 12,611,990
Pricing Escalation Factor		\$ -
Construction Costs		\$ 12,611,990
Construction Contingency (SBCTA-Managed)		\$ 1,261,199
Construction Management		\$ 1,030,919
Caltrans Construction Support		\$ 206,184
PS&E Team - Design		\$ 350,000
PS&E Team - Construction Support		\$ 24,029
RCTC Toll System and Operation Modifications		
RCTC TSP Costs (SBCTA Contract)		\$ 2,675,504
RCTC TSP Costs (RCTC Contract)		\$ 194,190
Tolling Support (SBCTA Contract)		\$ 129,600
Sub-Total Cost (CMAQ - SBCTA-Managed)		\$ 18,483,615
Construction Contingency (RCTC-Managed)		\$ 779,355
Sub-Total Cost (Total CMAQ)		\$ 19,262,970
Construction Stage Impact		\$ 310,000
Total CGR Improvements Costs		\$ 19,572,970

2. Exhibit F – Page 1, Paragraph 2 (following the bulleted list of scope items of the improvements) is revised in its entirety to read as follows:

“Table 1 provides final costs for the Cantu-Galleano Ranch Road Improvements Costs based on actual construction award values.”

3. Exhibit F – Note 1 is deleted in its entirety and marked “Reserved”.
4. Exhibit F – Note 2 is revised in its entirety to read as follows:

“RCTC Toll System and Operation Modifications costs associated with the Cantu-Galleano Ranch Road Improvements, including the additional pricing sign at the SR-60 connector ramp, is based upon pricing received from RCTC Toll Service Provider.”

5. Exhibit F – Note 3 is deleted in its entirety and marked “Reserved”.
6. Exhibit F – Note 4 is modified to delete the following:

“, updated to reflect the actual construction award values,”

7. Exhibit F – Note 5 is revised in its entirety to read as follows:

“The Construction Contingency (SBCTA-Managed) is a fixed percentage applied to the Construction Costs. This value is shown in Table 1 and is part of the RCTC’s CMAQ apportionment to SBCTA.”

8. Exhibit F – Note 6 is revised in its entirety to read as follows:

“The Construction Contingency (RCTC-Managed) is a fixed budgetary value set by RCTC. This budgetary value is shown in Table 1 and is part of RCTC’s CMAQ apportionment to SBCTA, and shall be managed at the sole discretion of RCTC and cannot be expended by SBCTA without direct written approval of RCTC. Upon the final accounting of the project construction costs, RCTC and SBCTA shall mutually agree to the final reconciliation of the RCTC-Managed Construction Contingency and the mechanisms to either refund any remaining funds or reimburse any agreed upon overages.”

9. The Recitals set forth above are incorporated herein by this reference.
10. Except as amended by this Amendment No. 1, all other provisions of the Cooperative Agreement shall remain in full force and effect and are incorporated herein by this reference.
11. This Amendment No. 1 may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement.
12. This Amendment No. 1 may be signed using an electronic signature.
13. This Amendment No. 1 is effective when fully executed by both Parties.

-----SIGNATURES ARE ON THE FOLLOWING PAGE-----

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT
FOR I-15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT
BETWEEN SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____

By: _____

Its: _____

Its: _____

APPROVED AS TO FORM:
BEST & KRIEGER LLP

APPROVED AS TO FORM:

By: _____
Counsel to Riverside County
Transportation Commission

By: _____
General Counsel to San Bernardino
County Transportation Authority



July xx, 2025

Dee Lam, Division Chief
 Division of Local Assistance
 California Department of Transportation
 1120 N Street, MS 1
 Sacramento, CA 95814

RE: Congestion Mitigation and Air Quality Program Apportionment Transfer – Letter Agreement between the Riverside County Transportation Commission and the San Bernardino County Transportation Authority (SBCTA Ref. 23-1003005)

Dear Division Chief Lam:

This letter agreement (“Letter Agreement”) constitutes a supplemental agreement between the Riverside County Transportation Commission (“RCTC”) and the San Bernardino County Transportation Authority (“SBCTA”) (RCTC and SBCTA are each a Party or Parties) for a transfer of Congestion Mitigation and Air Quality Program (“CMAQ”) apportionment. By signing below, RCTC agrees to provide an additional \$4,263,000 of CMAQ current apportionment balance (“Apportionment Transfer”) to SBCTA, and by signing below, SBCTA agrees to accept the Apportionment Transfer. The Apportionment Transfer will include a like amount in Obligation Authority (OA). The Apportionment Transfer is to be used for the Interstate 15 Corridor Freight and Express Lanes Project – Contract 1.

RCTC hereby authorizes and directs the California Department of Transportation (Caltrans) to transfer \$4,262,970 of RCTC’s CMAQ apportionment to SBCTA. This is a project contribution, and there shall be no future repayment from SBCTA to RCTC. The Parties shall amend the Federal Transportation Improvement Program (FTIP) to reprogram the CMAQ Apportionment to be transferred hereunder from RCTC to SBCTA. Caltrans shall adjust SBCTA’s and RCTC’s Apportionment targets to reflect the Apportionment Transfer.

Neither Party nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other Party under or in connection with the Apportionment Transfer.

SBCTA shall fully indemnify, defend and hold RCTC and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, attorneys' fees and costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Apportionment Transfer, including without limitation: (i) use of the Apportionment Transfer by SBCTA, or its officers, agents, employees, contractors or subcontractors; (ii) breach of SBCTA's obligations under this Letter Agreement; or (iii) any act or omission of SBCTA, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services funded with the Apportionment Transfer.

RCTC shall fully indemnify, defend and hold SBCTA and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, attorneys' fees and costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Apportionment Transfer, including without limitation: (i) breach of RCTC's obligations under this Letter Agreement; or (ii) any act or omission of RCTC, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services funded with the Apportionment Transfer.

In the event that there is any legal action between the Parties to enforce or interpret this Agreement, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees. The Parties agree that proper venue for any such action shall be a court of competent jurisdiction in the County of San Bernardino, California.

All notices given and communications regarding this Letter Agreement shall be effected by delivery of such notices or communications in person or by deposit in the U.S. mail, return receipt requested, and addressed as follows:

To RCTC:
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Anne Mayer, Executive Director
Tel: 951.787.7141
Email: amayer@rctc.org

To SBCTA:
1170 W. 3rd Street
San Bernardino, CA 92410
Attn: Raymond Wolfe, Executive Director
Tel: 909.884.8276
Email: rwolfe@gosbcta.com

This Letter Agreement sets forth SBCTA's and RCTC's entire understanding and agreement for the supplemental CMAQ Apportionment Transfer and requests that Caltrans adjust each agency's apportionment as appropriate.

Please provide RCTC and SBCTA with written confirmation that this transfer of apportionment is allowed and will be supported by Caltrans.

The persons signing below each represent that they have been duly authorized to execute this Letter Agreement and bind their respective organizations.

Please contact Jillian Guizado, RCTC Planning and Programming Director, at 951.787.7141, or Andrea Zureick, SBCTA Director of Fund Administration, at 909.884.8276, if you have any questions.

Sincerely,

Aaron Hake
Executive Director
RCTC

Raymond Wolfe
Executive Director
SBCTA

cc:

Caltrans Division of Local Assistance District 8
Caltrans Office of Federal Programming and Data Management
Southern California Association of Governments

AGENDA ITEM 8

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 28, 2025
TO:	Western Riverside County Programs and Projects Committee
FROM:	Joie Edles Yanez, Capital Projects Manager Erik Galloway, Project Delivery Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Award Agreement No. 25-72-072-00 to HNTB Corporation for the State Route 79 Realignment Project Innovative Financing Feasibility Study

STAFF RECOMMENDATION:

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

- 1) Award Agreement No. 25-72-072-00 to HNTB Corporation (HNTB) for the State Route 79 Realignment Project Innovative Financing Feasibility Study (IFFS) for the (Project), in the amount of \$702,915 plus a contingency amount of \$47,085 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; and
- 3) Authorize the Executive Director or designee to approve contingency work as may be required for the Project.

Project Objective

The overall SR-79 Realignment Project proposes to build a 12-mile limited access county expressway extending from south of Domenigoni Parkway north to Gilman Springs Road (Attachment 1). The Project will provide a safer and more direct north-south route, serving the unincorporated community of Winchester, the cities of Hemet and San Jacinto, and other areas of unincorporated Riverside County.

BACKGROUND INFORMATION:

The Project is named in the Western County highway portion of the Measure A Expenditure Plan, the voter-approved half-cent sales tax measure for transportation improvements in Riverside County. State and federal funding sources are not available in the manner that the authors of Measure A assumed, nor will they be. Additionally, costs for all projects named in Measure A are significantly higher than what the authors of Measure A assumed in 2002. For example, Measure A estimated the SR-79 Realignment would cost \$132 million. During the Project's development, the cost estimate for the Project has varied from \$1 billion to nearly \$2 billion. Staff has reviewed the typical funding sources from the federal, state, and local sources and has not been able to

locate the funds in the amount required to design and construct the complete project. For these reasons, there are insufficient funds dedicated for the Project and the Commission has not been able to proceed with construction.

The Project was developed jointly with Caltrans and Federal Highway Administration (FHWA), which subjected it to state and federal environmental review requirements. Caltrans was the lead agency under both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). FHWA's responsibility for NEPA environmental review, consultation, and other actions in accordance with applicable federal laws for this Project, was carried out by Caltrans under its assumption of NEPA responsibility pursuant to 23 United States Code Section 327. On December 8, 2016, Caltrans approved the CEQA Final Environmental Impact Report (EIR). A Notice of Determination (NOD) was filed for CEQA compliance on January 26, 2017. On December 16, 2016, Caltrans approved the NEPA Final Environmental Impact Statement (EIS). The Record of Decision (ROD) was published in the Federal Register on March 15, 2017, and the statute of limitations expired on August 14, 2017. The EIR/EIS received no legal challenges. On January 26, 2017, the Riverside County Transportation Commission (Commission), as a CEQA responsible agency, adopted the CEQA findings and Mitigation Monitoring Reporting Program (MMRP) that imposes mitigation measures to reduce many of the Project's environmental impacts to below a level of significance.

On February 2, 2023, at its Commission Workshop, the Commission directed staff to take a fresh look at the Project and evaluate the potential to accelerate its delivery. Staff immediately undertook this effort as a Corridor Analysis. The Corridor Analysis evaluated conversion of the Project from a State Route to a County Expressway. This slightly reduced the Project's footprint due to the implementation of County standards rather than State Highway requirements. The Corridor Analysis also included trails, multimodal features, connections to existing transit facilities, and identified cost-effective buildable segments that could be constructed in phases with logical termini and independent utility. The Corridor Analysis also presented the necessary steps required for Caltrans to relinquish CEQA lead to the Commission. Per federal requirements, Caltrans, on behalf of FHWA, must remain the NEPA lead.

On October 16, 2023, a Project update and presentation of the findings from the Corridor Analysis were presented to the SR-79 Corridor Ad Hoc Committee. The Corridor Analysis segmented the Project into three segments, as detailed below, and proposed the Project as a County Expressway with active transportation and transit features. Extensive discussions were held among the SR-79 Ad Hoc Committee members regarding the merits of the various options including potential impacts by extending the proposed southerly Segment 3 to Simpson Road. However, the Committee did not reach a consensus on segment prioritization or segment limits. This was followed by a staff report submitted to the full Commission acknowledging and responding to comments and clarifications requested during the SR-79 Ad Hoc Committee meeting. Other suggestions included utilizing available funding for corridor right of way (ROW) acquisition as a priority.

Proposed Segments (Attachment 2) for the SR-79 Realignment were:

- Segment 1 – Sanderson Avenue to Florida Avenue

Figure 1 - SR79 Project Cross-section

On June 18, 2024, Caltrans responded to the letter from the Commission requesting (Attachment 5) that RCTC be designated as the CEQA lead agency and that Caltrans maintain NEPA lead (Attachment 6). In addition, the Project will no longer be designed as a Caltrans facility but rather as a County Expressway. Caltrans response concurred with the Commission's requests and the project team commenced the design procurement for Segment 3 of the Project.

On December 11, 2024, the Commission approved the award of the design for the Segment 3 from Simpson to Newport along with the cooperative agreement with CRTLMA for PS&E, ROW, construction and maintenance and the memorandum of understanding with Western Riverside Council of Governments to allocate \$35,000,000 towards the Project. It is anticipated that the design will be completed in 2027 with construction starting in 2028. Funding sources need to be identified by 2028 for the construction and construction management costs of Segment 3, which are currently estimated to be approximately \$220,000,000. Ongoing cost escalation in the construction market may increase this amount substantially by 2028. Additionally, funding sources need to be identified for the design, ROW, and construction of the remaining Segments (i.e. Segments 1 and 2). The estimated total installed cost for two of the three segments is listed in table 2 along with the unfunded construction cost estimate for Segment 3. In total the project needs \$1,059,000,000 to be fully funded.

Table 1 – Project Schedule

SR-79 Overall Project Schedule	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
Package 1 - Segment 3 - South																				
Design																				
Right-Of-Way																				
Construction																				
Package 2 - Segment 2 - Middle																				
Design																				
Right-Of-Way																				
Construction																				
Package 3 - Segment 1 - North																				
Design																				
Right-Of-Way																				
Construction																				

*Schedule contingent upon funding

Table 2 – Estimated Unfunded Costs by Segment

SR-79 Project Funding Needs	Cost (2024)
Segment 1 (Design, ROW, Construction)	\$340,000,000
Segment 2 (Design, ROW, Construction)	\$499,000,000
Segment 3 (Construction)	\$220,000,000
Total	\$1,059,000,000

Note: Segment 3 Design and ROW are fully funded.

Discussion

Given funding constraints, high project cost, and evolving state policy changes, staff recommended the Commission explore alternative financing methods to deliver the Project. Reliance on traditional funding methods such as Measure A revenue and state and federal competitive grants are likely to result in delay of construction of Segment 3 and indefinite postponement of Segments 1 and 2. Voter approval of the Traffic Relief Plan and a new countywide sales tax would accelerate construction of the Project, but should not be counted on as a strategy at this time.

Staff proposed at the September 11, 2024, SR-79 Ad Hoc committee to develop a scope of work for the IFFS. The ad hoc committee expressed interest in such a study, opposed the concept of tolling passenger vehicles on the corridor, and recommended the full Commission consider the IFFS at the annual Workshop.

At the February 20, 2025 Commission Workshop, the scope of work of the SR-79 IFFS was presented and the Commission voted unanimously to:

1. Authorize the IFFS procurement for the SR-79 Realignment Project (Project); and
2. Bring back the results for further Commission action fall of 2026.

The IFFS aims to identify and evaluate options to fund, provide design enhancements, and deliver the Project including but not limited to:

- Funding / Financing:
 - Special district tax
 - Loans
 - Financing
 - Bonding
 - Real Estate Value Capture
- Design Enhancements to be more competitive for grants:
 - Dedicated tolled truck lane
 - Signal preemption for trucks
 - Congestion Pricing
 - Signal interconnection
 - Bus Rapid Transit (BRT) corridor
 - New innovative opportunities
- Alternative Project Delivery Methods:
 - Design Build
 - Progressive Design Build
 - Construction Management General Contractor (CM/GC)
 - Public Private Partnership (PPP) that have the potential to fund or fully fund, the Project

The scope of work (SOW) for the IFFS is detailed in the attached document (Attachment 7). The study is divided into two distinct phases with specific deliverables as described herein.

Phase 1

Phase 1 involves the identification and preliminary analysis of a minimum of seven potential funding strategies that will enable the Commission to advance the Project. These strategies may involve innovative funding, financing, project delivery methods, or other alternatives that contribute to the Project objectives. Each strategy shall include a narrative description of the strategy and an assessment of how the strategy contributes to the Project objectives. Additionally, the consultant will provide the Commission with a mutually agreed upon set of evaluation criteria to evaluate and rank the Seven or more initial strategies. The consultant will provide three preferred alternatives.

Phase 2

Phase 2 encompasses a comprehensive assessment of the three preferred funding alternatives presented in Phase 1, including any conceptual engineering, cost estimating, traffic modeling, revenue forecasting, financial modeling, and overall project feasibility evaluation. Provide one preferred alternative.

Staff will present the top three preferred funding alternatives to the Commission after Phase 2 and provide a preferred alternative for feedback and direction.

The SOW was written with the intent to generally describe services to be provided by the consultant, who will be selected through a competitive procurement process.

Procurement Process

Staff determined the weighted factor method of source selection to be the most appropriate for this procurement, as it allows the Commission to identify the most advantageous proposal with price and other factors considered. Non-price factors include elements such as qualifications of firm and personnel and understanding and approach for the SR-79 IFFS as set forth under the terms of Request for Proposals (RFP) No. 25-72-072-00.

RFP No. 25-72-072-00 for preparation of IFFS Project was released by staff on March 26, 2025. The RFP was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Through PlanetBids, 34 firms downloaded the RFP; 7 of these firms are located in Riverside County. A pre-submittal meeting was held on April 3, 2025, and was attended by 7 firms. Staff responded to all questions submitted by potential proposers prior to the April 22, 2025, clarification deadline. Five (5) firms –Ernst & Young, Los Angeles CA; Financial Management Consulting, Nuevo, CA; HNTB Corporation, Ontario, CA; RebelGroup Americas, Washington, DC; and Ross Infrastructure Development, Solana, Beach CA submitted responsive and responsible statements of qualifications prior to the 2:00 p.m. submittal deadline on May 29,

2025. Based on the evaluation criteria set forth in the RFP, the firms were evaluated and scored by an evaluation committee comprised of Commission and County of Riverside staff.

Based on the evaluation committee's assessment of the written statement of qualifications and pursuant to the terms of the RFP, the evaluation committee shortlisted and invited three (3) firms (Ernst & Young, HNTB Corporation, and RebelGroup Americas) to the interview phase of the evaluation and selection process. Interviews were conducted on June 18, 2025. As a result of the evaluation process, the evaluation committee recommends contract award to HNTB Corporation, for the SR-79 IFFS, as this firm earned the highest total evaluation score.

Staff recommendation of contract award to HNTB is based on their extensive experience and demonstrated success in delivering comparable efforts, including the San Diego Association of Governments (SANDAG) San Diego Regional Rail Infrastructure Accelerator (SANDRIA) Feasibility Study. Their team includes KPMG (financial modeling), HR&A Advisors (value capture and tolling), and Fehr & Peers (traffic forecasting). The team brings a strategic, data-driven approach focused on identifying implementable solutions such as truck toll lanes, special tax districts, and public-private partnerships to accelerate project delivery and optimize funding opportunities.

Subsequently, staff negotiated the scope of work (including the appropriate level of effort, labor categories/mix, etc.), cost, and schedule for \$702,915 for the Project and established a fair and reasonable price. The proposed cost, including \$47,085 contingency, is \$750,000. A 6.278 percent contingency is assumed for this Project. Staff anticipates the IFFS will be completed in fall 2026. Staff recommends authorization for the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement for the Project (Attachment 4), 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.

Schedule

Table 3 - Schedule for the IFFS Procurement

Calendar of Events	
Advertise Request for Bids	March 2025
Pre-Bid Meeting	April 2025
Bid Submittal Deadline	May 2025
Commission Approval of SR-79 IFFS Contract Award	August 2025
Notice to Proceed (NTP)	September 2025
Phase I Completion	December 2025

Table 4 – IFFS Report Schedule

Calendar of Events	
Phase II Completion	April 2026
Project Final Report	June 2026
Present Results to Commission for Feedback & Direction	Fall 2026

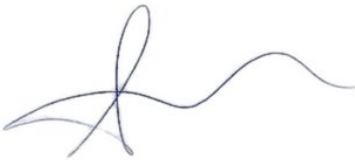
FISCAL IMPACT:

Funding Source Breakdown

Item	Dollar Amount	Fund Source
1 SR-79 Innovative Financing Feasibility Study	\$750,000	TUMF Regional Arterials
Total	\$750,000	

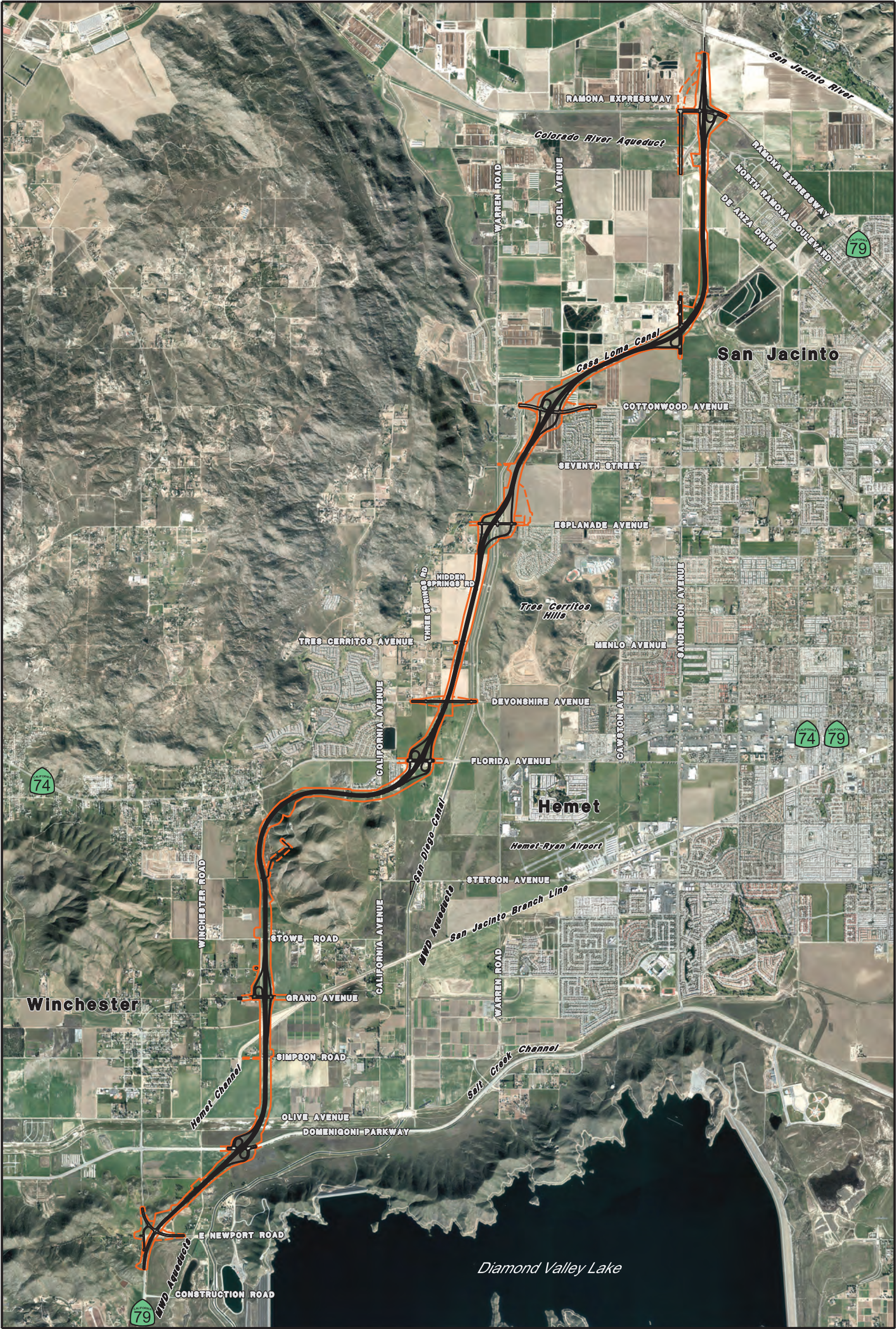
Expenditure Schedule

Item	FY 2024/25	FY 2025/26+	Project Accounting No.
1 SR-79 Innovative Financing Feasibility Study	\$0	\$750,000	003003
Total	\$0	\$750,000	

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26+	Amount:	\$750,000
Source of Funds:	TUMF Regional Arterials			Budget Adjustment:	No
GL/Project Accounting No.:	003003-81501-00000-0000 / 210 72 81501				
Fiscal Procedures Approved:				Date:	07/18/2025

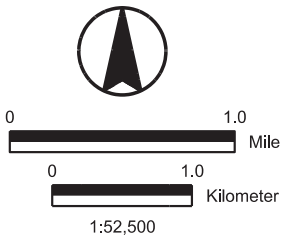
Attachments:

- 1) Exhibit Maps – SR-79 Realignment
- 2) Exhibit Maps – SR-79 Segments
- 3) Exhibit Map – SR-79 Cross Section
- 4) Agreement No. 25-72-072-00 with HNTB
- 5) RCTC letter to Caltrans requesting RCTC to be CEQA lead, dated March 21, 2024
- 6) Caltrans letter approving RCTC to be CEQA lead, dated June 18, 2024
- 7) Scope of Work (SOW) for the Innovative Financing Feasibility Study



Aerial Date: February 2011

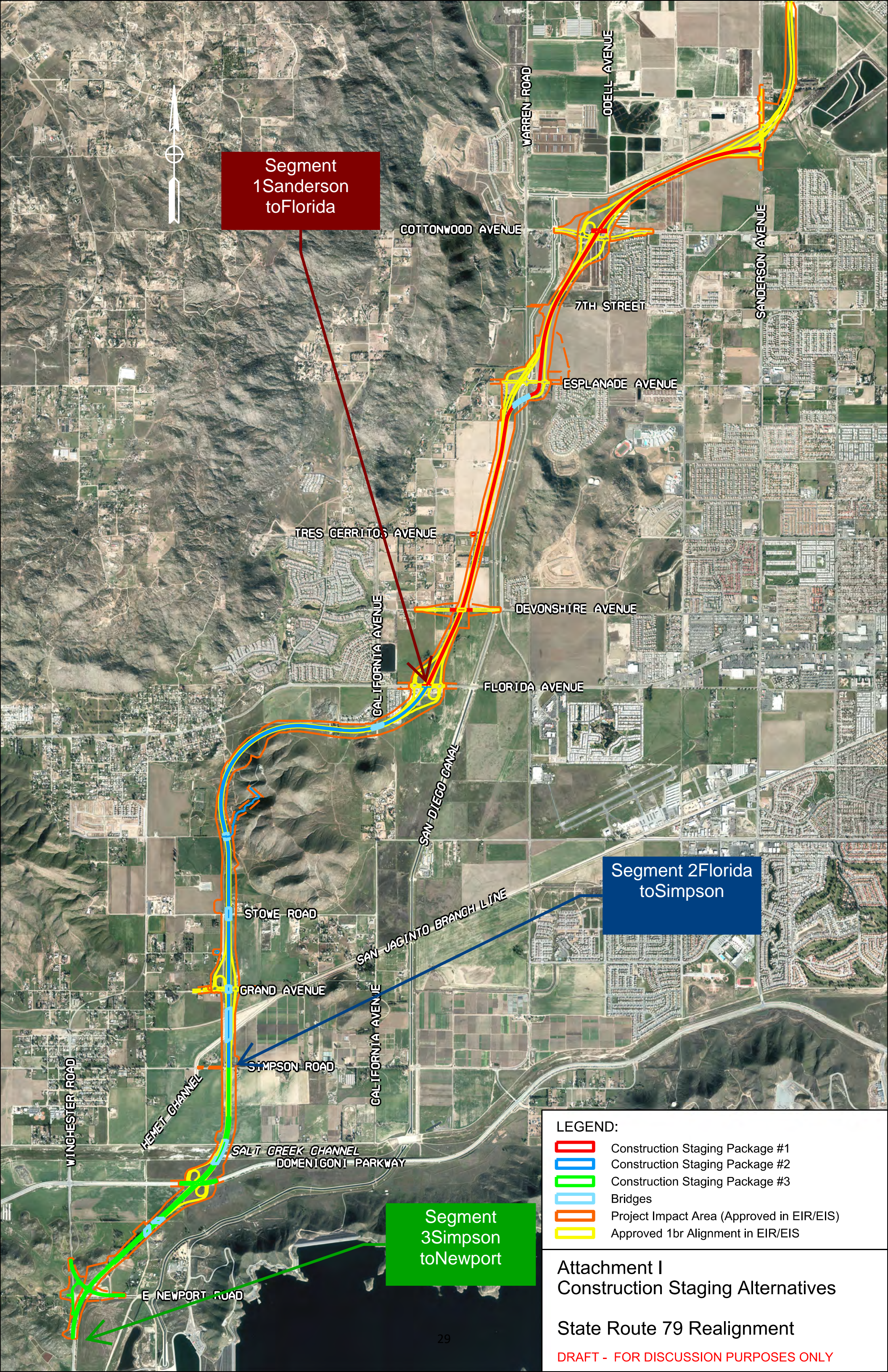
Alt 1b-August 2021.dgn



Alternative 1b with Refinements

State Route 79 Realignment Project

FOR DISCUSSION PURPOSES ONLY. SUBJECT TO CHANGE



Segment 1
Sanderson
to Florida

Segment 2
Florida
to Simpson

Segment 3
Simpson
to Newport

LEGEND:

- Construction Staging Package #1
- Construction Staging Package #2
- Construction Staging Package #3
- Bridges
- Project Impact Area (Approved in EIR/EIS)
- Approved 1br Alignment in EIR/EIS

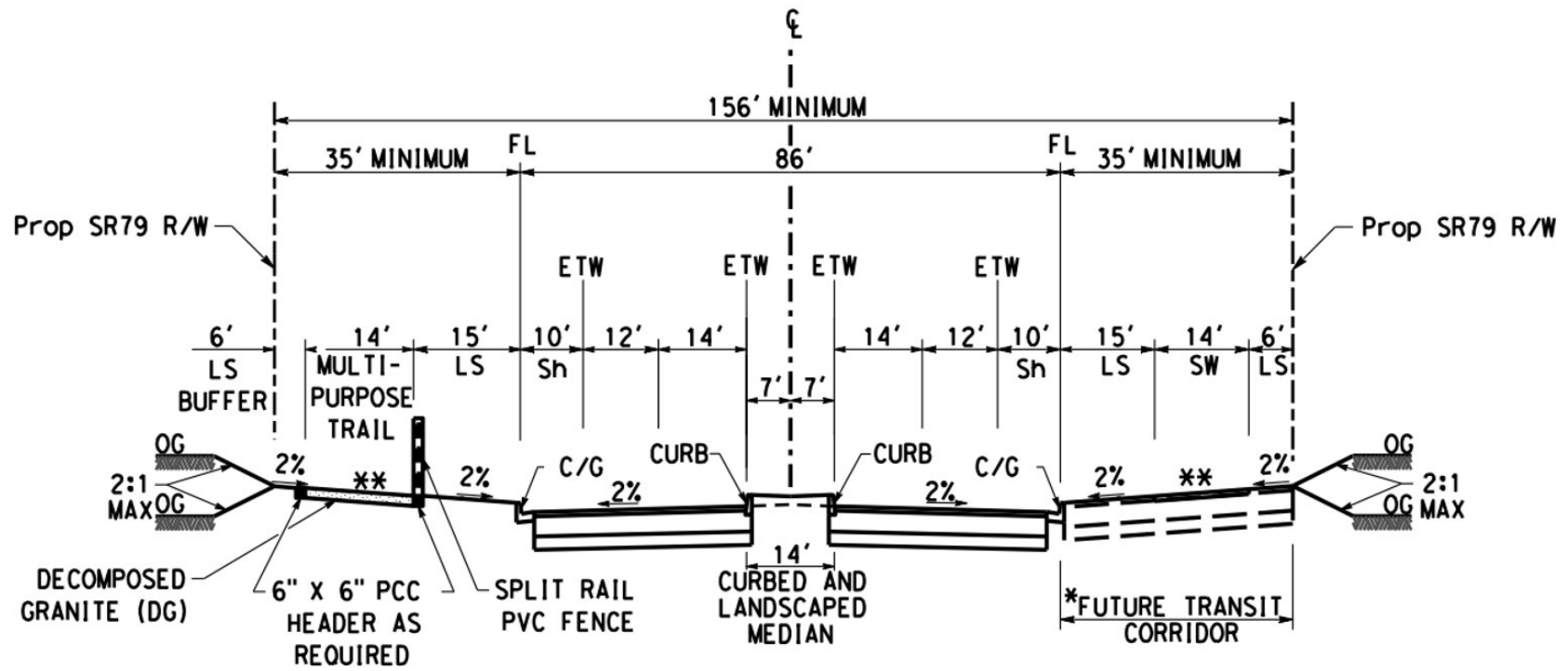
Attachment I
Construction Staging Alternatives

State Route 79 Realignment

DRAFT - FOR DISCUSSION PURPOSES ONLY

PROPOSED CROSS SECTION

FIGURE 3



Agreement No. 25-72-072-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR SR-79 INNOVATIVE FINANCING FEASIBILITY STUDY
WITH HNTB CORPORATION**

1. 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 **HNTB** ("Consultant"), a **CORPORATION**.

2. RECITALS.

2.1 Commission is the County Transportation Commission for Riverside County, with responsibility for, among other things, implementing or allocating funding for various transportation programs and projects throughout the County of Riverside ("County").

2.2 The Western Riverside County Regional Conservation Authority ("RCA") is a Joint Powers Authority ("JPA") comprised of the County and eighteen cities in the western portion of the County.

2.3 Pursuant to an Implementation and Management Services Agreement between the Commission and RCA, the Commission provides management services on behalf of RCA, and may contract with consultants to provide services for RCA.

2.4 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission, for Commission's or RCA's benefit, on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing **FINANCING FEASIBILITY STUDY** services to public clients, is licensed in the State of California, if required, and is familiar with the plans of Commission.

2.5 Commission desires to engage Consultant to render certain consulting services for Commission or RCA for the **SR-79 INNOVATIVE FINANCING FEASIBILITY STUDY** project(s) ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission or RCA regarding the Project and on other programs and matters affecting Commission or RCA, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to _____, 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.

3.3 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 required 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 the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of 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 not be employees of Commission and 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 under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

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

3.6 Substitution of Key Personnel. Consultant has represented to 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 and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: **CHRIS WAHL, ANDREA MEYEROWITZ, DAVID SPECTOR, JOE GONAZALEZ, AND JOSE HERRERA.**

3.7 Commission's Representative. Commission hereby designates **EXECUTIVE DIRECTOR**, or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Consultant shall not accept direction from any person other than Commission's Representative or his or her designee.

3.8 Consultant's Representative. Consultant hereby designates **CHRIS WAHL** or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from 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 and RCA for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.11 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. 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 Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, RCA, their 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.

3.12 Insurance.

3.12.1 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.

3.12.2 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; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.12.3 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. Such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.12.4 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, RCA, 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 RCA'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, RCA, 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, RCA, 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, RCA, 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, RCA, 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, RCA, 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 RCA (if agreed to in a written contract or agreement) before the Commission's and RCA's own insurance or self-insurance shall be called upon to protect them 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, RCA nor any of their directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.12.5 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, RCA, their 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.

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

3.12.7 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.

3.12.8 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 and RCA as additional insureds 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.

3.13 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.

3.14 Fees and Payment.

3.14.1 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. The total compensation shall not exceed **SEVEN HUNDRED TWO THOUSAND NINE HUNDRED FIFTEEN (\$702,915.18)** without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly 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. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

CONSULTANT:

HNTB
3633 Inland Empire Blvd.
Ste. 955
Ontario, CA 91764
Attn: Chris Wahl

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

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

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission and RCA 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 and RCA are 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 and RCA shall not be limited in any way in their 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 or RCA's sole risk.

3.18.2 Intellectual Property. In addition, Commission and RCA 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 and RCA 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 or RCA, 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 and RCA are further 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.

3.18.3 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 or RCA'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.

3.18.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, RCA, 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 or RCA of the Documents & Data, including any method, process, product, or concept specified or depicted.

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

3.20 Attorney's Fees. 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 attorney's fees and costs of such actions.

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, RCA, 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, RCA, 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, RCA or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, RCA 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, RCA, 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.

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

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

3.25 Right to Employ Other Consultants. The Commission and RCA reserve the right to employ other consultants in connection with the Project.

3.26 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.

3.27 Prohibited Interests and Conflicts.

3.27.1 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, Commission shall have the right to rescind this Agreement without liability.

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

3.27.3 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.

3.27.4 Employment Adverse to the Commission or RCA. 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 or RCA during the term of this Agreement.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any 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. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. 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, RCA, their 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.

3.30.1 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.

3.31 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.

3.32 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.

3.33 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.

3.34 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.

3.35 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, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.36 No Third Party Beneficiaries. RCA is an intended third party beneficiary of any right or benefit granted to RCA under this Agreement. Except as set forth in the foregoing sentence, there are no other intended third party beneficiaries of any right or obligation assumed by the Parties.

3.37 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.

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

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

3.40 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.

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

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

3.43 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.

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

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

[Signatures on following page]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR THE SR-79 INNOVATIVE FINANCING FEASIBILITY
STUDY SERVICES
WITH HNTB**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
HNTB**

By: _____
**AARON HAKE
EXECUTIVE DIRECTOR**

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Its: _____

* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"

SCOPE OF SERVICES

[INSERT]

DRAFT

TASK 0. PROJECT KICK OFF AND MANAGEMENT

Task 0.1. Project Management Plan and Kickoff

The Consultant will organize and lead a kickoff meeting with RCTC staff to review project goals, confirm team roles and responsibilities, review existing data and documentation, establish communication protocols, and finalize study assumptions and deliverable expectations. Based on this meeting, a Project Management Plan (PMP) will be prepared that summarizes the finalized scope, schedule, assumptions, and team structure.

Task 0.2. Bi-weekly Project Management Meetings

The Consultant will conduct bi-weekly project management meetings with RCTC staff. In these meetings, the Consultant will provide updates to project progress, summarize steps needed to prepare for other upcoming meetings or milestones as needed.

Task 0.3. Project Development Team Meetings

The Consultant will schedule, prepare materials, and lead project development team (PDT) meetings with RCTC staff either in person or virtually. Meetings will be scheduled at key milestones to support decision-making and alignment on project progress, assumptions, and deliverables. Following each meeting, Consultant will distribute the meeting summary, including attendance, agenda, meeting minutes, and action item list within one (1) week of meetings to RCTC for distribution to meeting attendees and stakeholders. Recommended PDT meetings are summarized in various tasks below. Up to nine (9) PDT meetings are assumed.

Task 0.4. Invoicing & Reporting Requirements

The Consultant will prepare monthly invoices and progress reports using templates provided by RCTC. Progress reports will be discussed during bi-weekly Project Management meetings prior to invoice submittal.

Task 0 Deliverables:

- Kick-Off Meeting Agenda, Meeting Summary, Sign-In Sheet, Action Item List
- Bi-weekly Project Manager meetings, along with meeting summaries, presentations, and schedule updates, as needed.
- Up to 9 Project Development Team meetings, along with meeting summaries and presentations, as needed.
- Monthly progress reports

TASK 1. PRELIMINARY ASSESSMENT

Task 1.1. Identify Funding Options

The Consultant will conduct initial interviews with members of RCTC to learn about past project delivery successes, any pertinent legislation and policy, and traditional funding sources used. The Consultant will work with RCTC to better understand the scope and scale of any potential ancillary and incremental revenue driving assets. After initial discovery, the Consultant will gather relevant data, project documentation, and a stakeholder list that can be used for inputs into and the development of the IFFS.

The information collected will be used to establish study goals and objectives. The Consultant will then identify various funding and financing mechanisms, project delivery methods, and design alternatives that align with study goals and objectives.

Task 1.2. Develop Evaluation Framework

In collaboration with RCTC, the Consultant will develop a set of criteria to evaluate and rank initial strategies identified in Task 2.1. This evaluation may consider factors such as financial impact, regional impact, legal and regulatory compliance, innovative potential, future adaptability, risk mitigation, population growth, economic growth opportunities, and alignment with RCTC's long-term goals.

Early in Phase 1, the Consultant will host a PDT meeting to review the financial analysis framework, with a focus on the following:

- Scoping the financial strategy work stream and its intended uses.

- Agreement on inputs from other personnel in RCTC (e.g., financial staff).
- Aligning on the key questions the assessment will help answer, and underlying assumptions.
- Making sure staff understand the assessment's structure, inputs, calculations and outputs.
- Confirming expectations for how the assessment will support decision-making and the elements of the financial analysis quality control process

The Consultant will use the feedback provided in the PDT meeting to develop the overall study evaluation framework. Task 1.2 will conclude with another PDT meeting that will be used to review the study evaluation framework.

Task 1.3. Evaluate and Shortlist Potential Strategies

The Consultant will identify and preliminarily analyze up to seven (7) potential strategies related to funding/financing, design alternatives, and project delivery methods. Potential strategies may include leveraging taxes, securing federal infrastructure financing such as TIFIA and Private Activity Bonds (PAB), P3, and analyzing these strategies against various delivery methods and design alternatives. Given each design alternative has different risk and cashflow profiles, the Consultant will consider the capital structure and delivery approach with respect to each design alternative scenario. Additionally, our team will consider the utilization of future transit corridors for revenue generation and how that may impact RCTC's ability to reinvest into the corridor, and support and leverage new financings.

In support of the identification and preliminary analysis of the potential funding strategies that will enable the Commission to advance the Project, the Consultant will focus on identifying and evaluating opportunities for value capture (e.g., including special district tax listed in the RFP). The Consultant will develop a logical framework to evaluate the suitability of tools including tax increment financing and special assessment districts. The framework will consider each source on the revenue potential, regulatory clearance, and political context, determining how applicable the source is for the Project under consideration, generally including:

- Real estate market readiness based on basic historic demand and pipeline indicators;
- Regulatory and land use conditions, including restrictive zoning regulations with small likelihood of successful rezoning and any other restrictive regulations on land use may prevent new construction and their associated tax proceeds to fund new infrastructure;
- Degree of alignment with policy goals, including previous demonstrations of interest from relevant agency and political stakeholders;
- Stakeholder and community support, including the appetite from residents and landowners for new construction and/or special taxes; and
- Local and technical capacity to implement certain funding mechanisms, which can be assessed based on the track record of past value capture or joint development implementation or the presence of clear policies.

These strategies will be evaluated based on their potential to meet the financial, operational, and regional needs of the SR-79 Project, as well as tailored to meeting the dynamic needs of RCTC. The Consultant will engage with RCTC to confirm the list of initial strategies.

Initial strategies will be combined into up to three (3) funding alternatives that will be summarized in Task 1.4 and analyzed in more detail in Task 2.

Task 1.4. Document Preliminary Assessment Findings

The Consultant will develop a report that includes an overview of the study evaluation framework, narrative descriptions of each strategy identified in Task 1.3, the advantages and disadvantages of each, how strategy components relate to and influence each other, and how each strategy contributes to study objectives. The report will summarize each of the three (3) Funding Alternatives that will be analyzed in more detail in Task 2.

The Consultant will present the three recommended (3) Funding Alternatives identified in Task 1 to the Commission for review and approval.

Task 1 Deliverables:

- Short briefing book laying out the framework for screening and evaluation criteria for value capture instruments, the evaluation results and takeaways for the prioritization of funding and financing sources for Task 2.

- Task 1 Report
- Task 1 Report Presentation

TASK 2. COMPREHENSIVE ASSESSMENT

The Consultant will convene a PDT meeting at the onset of Task 2 to review the findings of work conducted in Task 1 and agree on the methodology for conducting a comprehensive assessment of three (3) Funding Alternatives in Task 2. It is anticipated that the methodology will include the efforts described below.

Task 2.1. Conceptual Engineering

The Consultant will develop conceptual designs for specific features at select locations along each Task 2 Funding Alternative. Potential designs could evaluate how best to use excess right-of-way that would be available near at-grade intersections along SR-79 that was previously set aside for more robust highway interchanges. Specific designs will be identified in coordination with RCTC and cost estimates for specific designs will be prepared individually in advance of beginning work.

Task 2.2. Cost Estimating

The Consultant will develop capital cost estimates for each of the three (3) Funding Alternatives in Task 2. The Consultant will develop a unit cost library using recent bids and bottom-up estimates to verify consistency. Conceptual quantity takeoffs will be prepared with input from design leads and compiled into a Project-wide workbook. Contingencies will reflect identified risks and RCTC feedback. Estimates will also include financing, traffic and revenue services, legal and agency support, project and construction management, planning, and system testing.

Task 2.3. Traffic Modeling

The Consultant will assess how the corridor functions in its current and proposed configurations. The Consultant will engage in early meetings with RCTC and the cities of Hemet and San Jacinto to validate key land use assumptions. These inputs will be integrated into a refined RIVCOM travel demand model, updated to reflect the corridor as a county expressway and used to test configurations that could influence revenue forecasting, financial modeling, and overall feasibility of the three (3) Funding Alternatives analyzed in Task 2. For example, if tolled truck lanes emerge as a viable option, model outputs will focus on the anticipated truck traffic in the region to estimate the potential use of the tolled facility to generate additional net revenue streams.

A high-level comparison between the refined model and previous forecasts will identify differences in travel patterns and potential operational issues at the newly proposed at-grade intersections.

After testing demand scenarios, the Consultant will extract key measures of effectiveness that are typically used for project funding considerations through larger grant programs. This data will be used in identifying suitable funding opportunities.

Task 2.4. Revenue Forecasting and Financial Modeling

The Consultant will use a financial model to evaluate the feasibility of the three (3) Funding Alternatives. These outputs will help RCTC understand the financial feasibility and performance of the alternatives and will be key factors in determining the Recommended Strategy.

Midway through the financial analysis, we will conduct a PDT meeting to:

- Share early outputs from the financial assessment.
- Validate that the assessment and model are producing directionally expected results that correlate with our anticipated results.
- Discuss any emerging insights or concerns.
- Adjust assumptions or inputs based on RCTC feedback.

This allows for transparency in the analytical process and allows for modifications to our approach, if needed.

The Consultant will consider different types of financing, such as equity, taxable and tax-exempt loans, TIFIA, and other flexible funding tools. The Consultant will use proven tools like financial benchmarks, draft agreements, market insight, and risk to guide the analysis.

The analysis will explore alternative revenue sources like real estate income, private investment, and cost-saving opportunities (e.g., energy efficiency or combining with other projects) to understand affordability and the need for public funding.

It is anticipated that it will be necessary to assess how the project might affect RCTC's overall budget and ability to deliver other projects. Different delivery methods open the door to different financing options, including bank loans, bonds, equity, and federal programs like TIFIA and PAB, will be considered. The Consultant will determine which options are best suited to the project's needs, timeline, and risk profile.

The Consultant will work with RCTC's finance staff to incorporate assumptions into the analysis. This enables the comparisons to be appropriate and relevant.

At the conclusion of the financial analysis, the Consultant will use a PDT meeting to:

- Present the detailed findings and recommendations.
- Walk through the financial assessment, modeling, and the outputs.
- Equip RCTC staff with the knowledge and confidence to brief commissioners independently or supported.
- Provide guidance on how to use the financial assessment for future decision-making.

Task 2.4.1. Real Estate Market Analysis

Building on the analysis conducted in Phase 1, the Consultant will take a more granular approach to projecting high-level supply and demand in the mid- and long-term for residential, office, retail, and hospitality at the market or submarket level, depending on the scale of the project under consideration.

Task 2.4.2. Development Scenarios

Based on the existing zoning, and sites that could accommodate new development in the Project study area, the Consultant will estimate the approximate feasible development capacity within the corridor and any localities considered as part of the district financing (e.g., Winchester, San Jacinto, Hemet, etc.).

Based on the projected area supply and demand and its estimated development capacity, the Consultant will produce development scenarios by land use for the mid- and long-term. The real estate development scenarios will be built into a dynamic Excel model to allow for sensitivities and adjustments based on changes in key economic and real estate market variables.

Task 2.4.3. Value Capture Opportunities

Assessment of Value Capture Instruments and Rough Order of Magnitudes (ROM)

Based on the project characteristics and in agreement with the Client team, the Consultant will select the type of value capture instruments for consideration in Phase 2. Then, the Consultant will produce rough order of magnitudes of the potential funding or cost-recovery streams from the Project. The Consultant will estimate the premiums in property value created and the incremental value capture revenue produced by the Project, if any.

Estimates of Financing Capacity

Once the potential revenues from value capture instruments to each taxing entity have been determined, the Consultant will approximate the debt financing capacity of those streams of cash flows under potential financing mechanisms.

Task 2.5. Feasibility Assessment

Using the findings from previous tasks, the Consultant will assess the overall feasibility and effectiveness that each of the three (3) Funding Alternatives would have in achieving study goals and objectives. This comprehensive assessment will provide RCTC with a robust, evidence-based foundation to advise Commissioners on a viable funding and delivery strategy for the project.

Task 2.6. Study Documentation

The Consultant will synthesize the findings of previous tasks into a comprehensive Study Report. The Study Report will include a detailed evaluation of the three funding alternatives, conceptual engineering drawings, cost estimates, traffic modeling outputs, revenue forecasts, financial model information, and feasibility assessment.

Task 2 Deliverables:

- Briefing book, summarizing target uses, opportunities in the market, high-level demand projections by land use, and development scenarios.
- Briefing book presenting ROM estimates from value capture instruments, including projections on assessed values and incremental value capture revenue.
- Task 2 Report
- Task 2 Report Presentation

DRAFT

EXHIBIT "B"

SCHEDULE OF SERVICES

[INSERT]

DRAFT

EXHIBIT "C"

COMPENSATION

[INSERT]

DRAFT

EXHIBIT "C"

COMPENSATION SUMMARY¹

FISCAL YEAR	PROJECT	COST
FY 2026/27	SR-79 Innovative Financing Feasibility Study	\$ 701,925.18
FY 2027/28	N/A	-
FY 2028/29	N/A	-
FY 2029/30	N/A	-
FY 2030/31	N/A	-
SUBTOTAL		701,925.18
OTHER DIRECT COSTS		990.00
TOTAL COSTS		\$ 702,915.18

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.



4080 Lemon St. 3rd Fl. Riverside, CA 92501
 Mailing Address: P.O. Box 12008 Riverside, CA 92502-2208
 951.787.7141 • rctc.org

March 21, 2024

California Department of Transportation, District 8
 Attn: Mr. Catalino Pining, District Director
 464 W. Fourth Street, 12th Floor
 San Bernardino, CA 92401

RE: SR-79 Realignment Project EA 08-2244-494000

Dear District Director Pining:

This letter is to notify the State of California Department of Transportation (Caltrans) that the Riverside County Transportation Commission (RCTC) intends to assume the obligations of implementing the overall SR-79 Realignment Project (SR-79), including compliance with existing mitigation measures and other obligations under the California Environmental Quality Act (CEQA). See Attachment 1. This includes RCTC assuming the CEQA lead agency role. RCTC is not proposing any change in Caltrans' role as the agency lead for purposes of the National Environmental Policy Act (NEPA).

The proposed project is to be a four-lane roadway on the planned re-alignment for SR-79 in the approved Environmental Impact Report/Environmental Impact Statement dated October 27, 2016. The segment that RCTC will proceed with extends from approximately 0.3 miles south of Newport Road to Simpson Road within the community of Winchester. An exhibit of the project is included with this letter to illustrate the project. See Attachment 2. RCTC plans to commence preparation of the Plans, Specifications and Estimate (PS&E) package, acquire the required right of way, and construct this segment of the SR-79 project.

Since this segment connects only to the state highway system at the intersection of Winchester and Newport Road, near a segment of SR-79 that was previously relinquished to the County of Riverside, RCTC considers this project to be off system and would be implemented as a county road.

We understand this requires processing all project matters through the District's Planning Division, Local Assistance branch, and we are happy to discuss any other procedural items that may be necessary to clarify this change in RCTC's role.

Please contact Joie Edles, Project Manager, at (951) 787-7984 if you have any questions, concerns, or for more information.

Sincerely,

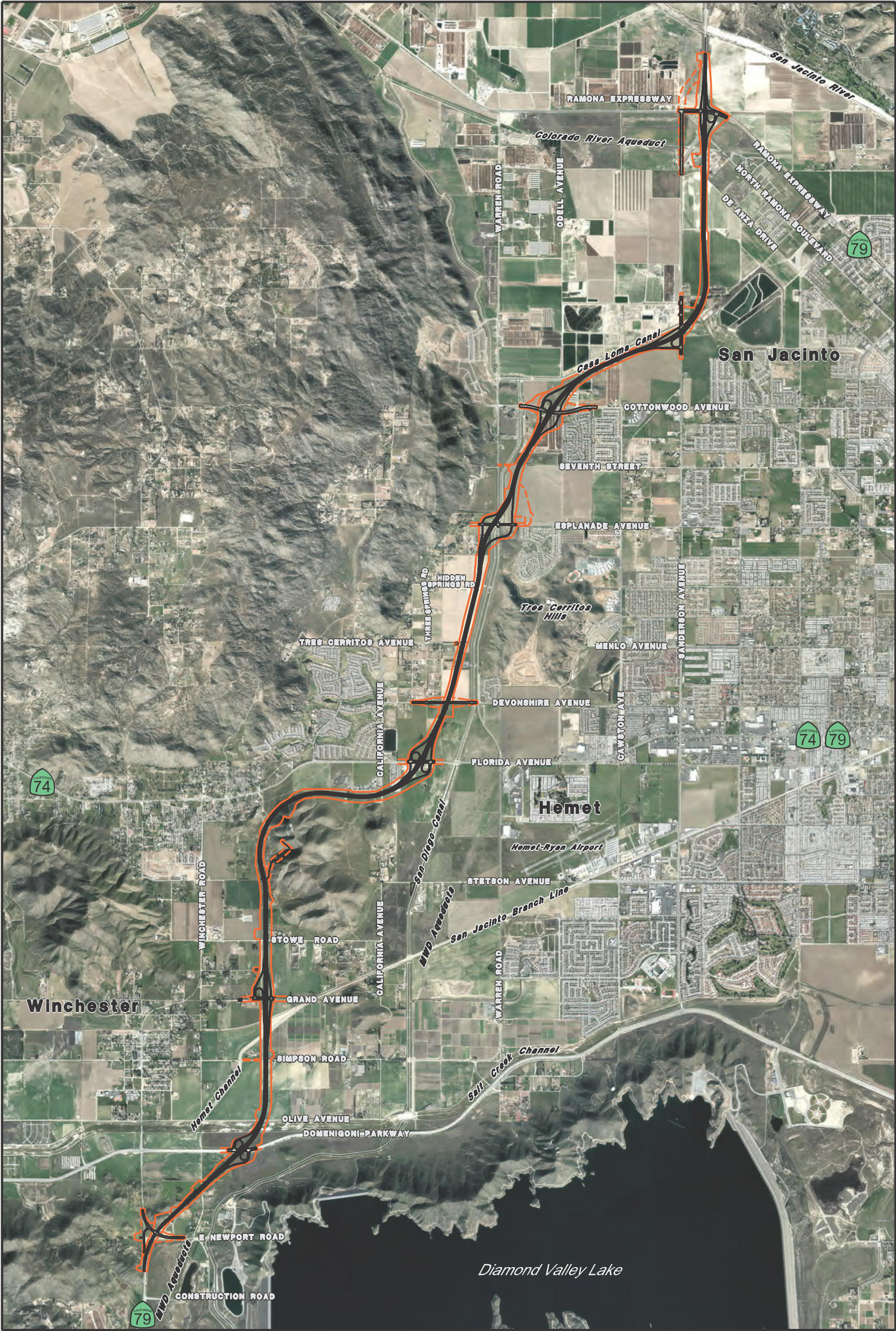
A handwritten signature in blue ink that reads "Anne E. Mayer".

Anne Mayer
 Executive Director

Cc: Dalia Alarkan, Caltrans District 8 Project Manager
 Erik Galloway, RCTC Capital Projects Delivery Director
 Joie Edles, RCTC Project Manager

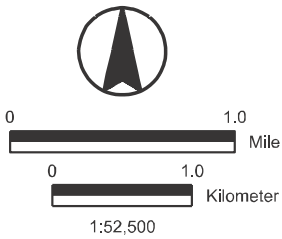
Att: State Route 79 Realignment Project - Jan 2022
 Design Phase South Segment 3 Modified

SR-79 Realignment Project (SR-79)



Aerial Date: February 2011

Alt 1b-August 2021.dgn



Alternative 1b with Refinements

State Route 79 Realignment Project

FOR DISCUSSION PURPOSES ONLY. SUBJECT TO CHANGE

SEGMENT 3 MODIFIED



California Department of Transportation

OFFICE OF THE DISTRICT 8 DIRECTOR
464 W. 4TH STREET, MS-1201 | SAN BERNARDINO, CA 92401
(909) 383-4055 | FAX (909) 383-6239 TTY 711
www.dot.ca.gov/DIST8



June 18, 2024

Mr. Aaron Hake
Executive Director
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

Dear Executive Director Hake:

RE: SR-79 Realignment Project EA 08-2244-49400

I am writing to acknowledge the letter received from the Riverside County Transportation Commission (RCTC), dated March 21, 2024, and signed by then Executive Director Anne Mayer. The California Department of Transportation (Caltrans) understands that RCTC is no longer pursuing the adoption of the SR-79 Realignment Project (SR-79) into the State Highway System. Furthermore, RCTC intends to assume the obligations of implementing the overall SR-79 as an off-system project, with all associated requirements under the California Environmental Quality Act (CEQA). This includes RCTC assuming the CEQA lead agency role, while Caltrans remains the lead agency under the National Environmental Policy Act (NEPA).

Caltrans accepts RCTC's assertion for the change to SR-79. It is important to note that although SR-79 is no longer being proposed for adoption into the State Highway System, it may still require Caltrans review and approval when there is a nexus with Caltrans or the Federal Highway Administration (FHWA). Such a nexus occurs where SR-79 connects to the existing State Highway System, where federal funding is used for SR-79, where the construction of SR-79 results in traffic impact on the State Highway System, and other scenarios not specifically identified here.

Additionally, please note that the approved Environmental Impact Report/Environmental Impact Statement (EIR/EIS) dated October 27, 2017, will remain valid only if the construction of SR-79 reflects the descriptions and proposed features outlined in the approved document. Otherwise, a revalidation of the EIR/EIS will be required, with RCTC as the CEQA lead and Caltrans as the NEPA lead where applicable.

Mr. Aaron Hake, Executive Director
June 18, 2024
Page 2

Where there is a nexus, the review and approval process will be handled through the District's Planning Division Local Assistance, Planning Division Intergovernmental Review (IGR) – CEQA, Program Project Management Division, or Divisions of Traffic Operation Encroachment Permits.

Please contact Ray Desselle, Deputy District Director of Planning, at ray.desselle@dot.ca.gov, Anthony Liao, Deputy District Director of Program Project Management, at anthony.liao@dot.ca.gov, or Haissam Yahya, Deputy District Director of Traffic Operations, at haissam.yahya@dot.ca.gov if you have any questions.

Sincerely,



CATALINO A. PINING III
District 8 Director

c: Ray Desselle, Deputy District Director of Planning, Caltrans District 8
Anthony Liao, Deputy District Director of Program Project Management, Caltrans District 8
Haissam Yahya, Deputy District Director of Traffic Operations, Caltrans District 8

EXHIBIT "A"**Background**

The State Route 79 Realignment Project (Project) was developed jointly with Caltrans and Federal Highway Administration (FHWA), which subjected it to state and federal environmental review requirements. Caltrans was the lead agency under both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). FHWA's responsibility for NEPA environmental review, consultation, and other actions in accordance with applicable federal laws for this Project, was carried out by Caltrans under its assumption of NEPA responsibility pursuant to 23 United States Code Section 327. On December 8, 2016, Caltrans approved the CEQA Final Environmental Impact Report (EIR). A Notice of Determination (NOD) was filed for CEQA compliance on January 26, 2017. On December 16, 2016, Caltrans approved the NEPA Final Environmental Impact Statement (EIS). The Record of Decision (ROD) was published in the Federal Register on March 15, 2017, and the statute of limitations expired on August 14, 2017. The EIR/ EIS received no legal challenges. On January 26, 2017, the Riverside County Transportation Commission (Commission), as a CEQA responsible agency, adopted the CEQA findings and Mitigation Monitoring Reporting Program (MMRP) that imposes mitigation measures to reduce many of the Project's environmental impacts to below a level of significance.

On February 2, 2023, at its Commission Workshop, the Commission directed staff to take a fresh look at the Project and evaluate the potential to accelerate its delivery. Staff immediately undertook this effort as a Corridor Analysis. The Corridor Analysis evaluated conversion of the Project from a State Route to a County Expressway. This slightly reduced the Project's footprint due to the implementation of County standards rather than State Highway requirements. The Corridor Analysis also included trails, multimodal features, connections to existing transit facilities, and identified cost-effective buildable segments that could be constructed in phases with logical termini and independent utility. The Corridor Analysis also presented the necessary steps required for Caltrans to relinquish CEQA lead to the Commission. Per federal requirements, Caltrans, on behalf of FHWA, must remain the NEPA lead.

On October 16, 2023, a Project update and presentation of the findings from the Corridor Analysis were presented to the SR-79 Corridor Ad Hoc Committee. The Corridor Analysis segmented the Project into three segments, as detailed below, and proposed the Project as a County Expressway with active transportation and transit features. Extensive discussions were held among the SR-79 Ad Hoc Committee members regarding the merits of the various options including potential impacts by extending the proposed southerly Segment 3 to Simpson Road. The Committee did not reach a consensus on segment prioritization or segment limits. This was followed by a staff report submitted to the full Commission, addressing comments and clarification requests raised during the SR-79 Ad Hoc Committee meeting. Additional suggestions included prioritizing the use of available funding for corridor Right-Of-Way (ROW) acquisition.

Proposed Segments for the SR-79 Realignment:

- Segment 1 – Sanderson to Florida
- Segment 2 – Florida to Simpson
- Segment 3 – Simpson to Newport, or Simpson to Domenigoni

At its January 26, 2024 Commission Workshop, the results of the SR-79 Corridor Analysis were presented and the Commission voted unanimously to:

1. Direct staff to develop the necessary agreement(s) with Caltrans to modify the State Route 79 Realignment Project from a State Route to a future County Expressway;
2. Direct staff to develop the necessary agreements or documentation to designate the Commission as the CEQA lead agency;
3. Adopt the proposed segments of the Project identified by the Corridor Analysis Study;
 - a. Direct staff to draft a Request for Qualifications (RFQ) for the PS&E phase of the Project and continue the acquisition of ROW for the SR-79 Segment 3 Modified Limits, 0.35 miles south of Newport Road to Simpson Road, or SR-79 Segment 3, 0.35 miles south of Newport Road to Domenigoni Parkway;
 - b. Amend the 2019-2029 Measure A Western Riverside County Highway Delivery Plan to add SR-79 Segment 3 Modified or Segment 3 to “Group 2: Partially Funding Likely Available” of the Commission-adopted Delivery Plan; and
 - c. Direct staff to identify and recommend funding sources and any other prioritization changes necessary to the 2019-2029 Measure A Western Riverside County Highway Delivery Plan to complete PS&E and ROW phases for the selected segment.

As presented to the Commission, the facility will be designed to County of Riverside Transportation & Land Management Agency (CRTLMA) standards and be maintained by CRTLMA. As detailed in the Corridor Analysis, a Caltrans facility is no longer viable due to funding constraints and state policy changes related to Vehicle Miles Traveled (VMT). The proposed cross section will include a future transit corridor and multi-use trail, see Figure 1. The facility will include at-grade intersections in lieu of freeway interchanges.

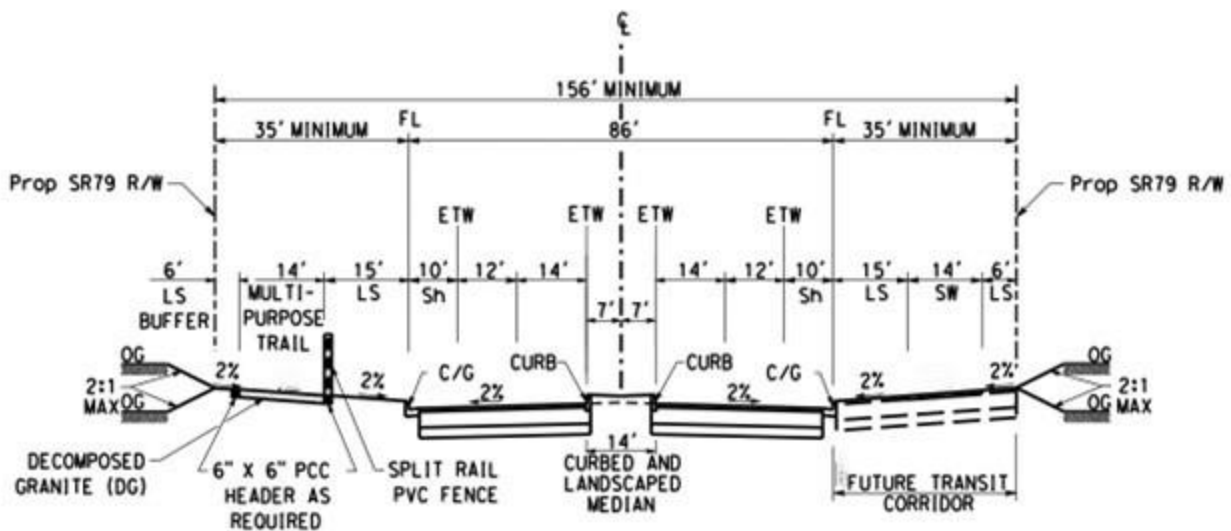


Figure 1 – SR79 Project Cross-section

On June 18, 2024, Caltrans responded to the letter from the Commission requesting that RCTC be designated as the CEQA lead agency and that Caltrans maintain NEPA lead. In addition, the Project will no longer be designed as a Caltrans facility but rather as a County Expressway. Caltrans response concurred with the Commission's requests and the project team commenced the design procurement for Segment 3 of the Project.

On December 11, 2024, the Commission approved the award of the design for the SR-79 Segment 3 Modified Limits 0.35 miles south of Newport Road to Simpson Road, or SR-79 Segment 3, 0.35 miles south of Newport Road to Domenigoni Parkway. It is anticipated that the design phase will take between 18 to 24 months. During this period, funding sources need to be identified for the construction and construction management costs of Segment 3, which are estimated to be \$220 million. Additionally, funding sources need to be identified for the remaining segments design, ROW, and construction.

Project Objective:

The Project proposes to build a 12-mile County Expressway extending from Newport Road north to Gilman Springs Road. The Project will provide a safer and direct north-south route, serving the community of Winchester, the cities of Hemet and San Jacinto, and unincorporated Riverside County. The Project will:

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

Project Challenges:

Funding Constraints

The Project is named in the Western County highway portion of the Measure A expenditure plan, the voter-approved half-cent sales tax measure for transportation improvements in Riverside County. State and federal funding sources are not available in the manner that the authors of Measure A assumed, nor will they be, given the policy changes discussed later in this report. For these reasons, there are insufficient funds dedicated for the Project and the Commission has not been able to proceed with construction. In 2019, the Commission adopted the 2019-2029 Measure A Western County Highway Delivery Plan, which placed the Project in “Group 4: Not Part of the 2019-2029 Delivery Plan: RCTC Projects.”

Low Benefit / Cost

Following completion of the Project’s environmental phase and associated cost estimate, it became apparent that the available funding does not align with the high project cost, which is approximately \$100 million per mile. This discrepancy presents significant constraints for the construction process for the new SR-79 corridor. In addition to the high project cost, the corridor also has relatively low traffic volumes in comparison to other corridors, such as: State Routes 60 and 91 and Interstates 10, 15, and 215. The existing average daily traffic volumes on SR-79 are between approximately 30,000 and 50,000 vehicles per day. Other corridor volumes extend up to 340,000 vehicles per day with a corresponding project cost of \$30 million per mile.

State Policy Changes

California Senate Bill (SB) 743, which was signed into law in 2013 and the updated CEQA guidelines, which took effect July 1, 2020, require lead agencies under CEQA to identify new methodologies for transportation analyses that will encourage “land use and transportation planning decisions and investments that reduce vehicle miles traveled (VMT) and contribute to the reductions in greenhouse gas emissions required in the California Global Warming Solutions Act of 2006.” SB 743 replaced Level of Service (LOS) with VMT for land use and transportation projects, which is intended to reduce future VMT growth. This shift in transportation impact focus is intended to align transportation impact analyses and mitigation outcomes with the state’s goals to reduce greenhouse gas (GHG) emissions, encourage infill development, and improve public health through more active transportation. Although the approved environmental document anticipated that the Project will ultimately be a state-owned facility, it is important to note that Caltrans may not have accepted ownership or maintenance of the Project due to current policies that discourage new auto-oriented transportation facilities or additional vehicle capacity on the state highway system. Due to the continued need for this regional corridor, funding constraints, and policy changes at the state level, a new approach was needed for the Project which led to the development of the 2023 Corridor

Analysis and the determination to convert the facility to a County Expressway and not pursue it as a Caltrans facility.

SCOPE OF WORK (SOW)

General

The Commission requires professional services to provide an Innovative Financing Feasibility Study (IFFS) for the SR-79 Realignment Project. The objective of the IFFS is to identify and propose funding alternatives to assist in implementing the Project as determined by the 2023 Corridor Analysis; County Expressway with two (2) lanes in each direction, Class I protected bike lanes and future transit, or other corridor as detailed in Figure 1. The future transit corridor shown in Figure 1 is protected ROW where the Commission can opt to construct lane(s) to accommodate bus, truck, autonomous vehicle, EV charging, light rail, or new technology, other than general purpose, to generate revenue in the corridor or improve people movement. The Offeror may provide recommendations on the utilization of the proposed future transit corridor that can serve as an option to generate revenue and can be incorporated into the scope items listed below.

The SR-79 IFFS aims to identify and evaluate opportunities to finance, design and deliver the Project such as:

- For funding / financing:
 - Special district tax
 - Loans
 - Financing
 - Bonding
- For design alternatives
 - Dedicated tolled truck lane(s)
 - Signal preemption for trucks
 - Congestion pricing
 - Signal interconnection
 - Bus Rapid Transit (BRT) corridor
 - New innovative opportunities
 - Use options for the future transit corridor
- For Project delivery
 - Design Build
 - Progressive Design Build
 - Construction Management General Contractor (CM/GC)
 - Public Private Partnership (PPP) to partially fund or fully fund the Project

The various funding/financing, project delivery methods, and design alternatives listed above are provided as examples of possible alternatives. Offerors shall provide recommendations that, in their assessment, will achieve the goals for the IFFS. The Offerer shall have representatives on their team that are experts in these three areas or

have the skills and experience necessary to provide detailed information on these various innovative funding opportunities.

The study is divided into two (2) distinct phases with specific deliverables as described herein.

Phase 1

Phase 1 involves the identification and preliminary analysis of a minimum of nine (9) potential funding strategies that will enable the Commission to advance the Project. These strategies may involve innovation in funding, financing, project delivery methods, or other alternatives that contribute to the Project objectives. Each strategy shall include a narrative description of the strategy and an assessment of how the strategy contributes to the Project objectives. Additionally, the Offeror will provide the Commission with a mutually agreed upon set of evaluation criteria to evaluate and rank the nine or more initial strategies.

Once the strategy evaluation and ranking receive concurrence from the Commission, the Offeror shall then draft four (4) Project funding alternatives that make use of one or more of the strategies from Phase 1. Upon the Commission's approval, a detailed evaluation of the funding alternatives will be performed in Phase 2.

Phase 2

Phase 2 encompasses a comprehensive assessment of the four (4) funding alternatives presented in Phase 1, including any conceptual engineering, cost estimating, traffic modeling, revenue forecasting, financial modeling, and overall project feasibility evaluation.

The Offeror shall provide the Commission with the proposed staff and resources through the completion of the IFFS services. The Offeror shall provide the necessary resources to provide adequate information on the innovative funding options that will be proposed in the final deliverables.

This SOW was written with the intent to generally describe services to be provided by the Offeror. The Commission desires that Offerors propose specific deliverables in their Statement of Qualifications to efficiently accomplish the goals of the IFFS and to demonstrate their experience with comparable work. Given the preliminary nature of these IFFS services, the SOW and/or deliverables may change somewhat during the work. The Commission is open to preapproved SOW and/or deliverable changes, provided they improve the value of the work and remain within the IFFS budget and schedule to complete.

The Commission desires to have the final deliverable complete by June 2026. The Offeror shall structure their proposed SOW, delivery schedule, staffing level, direct expenses, and total billings to meet the final deliverable schedule.

Study Criteria and Assumptions

Offeror shall establish key study criteria and assumptions early in the engagement to reach alignment with the Commission. Key study criteria and assumptions are to include, but are not limited to the following:

- Proposed overall study schedule milestones;
- Proposed approach and detailed schedule;
- Use of existing, available information vs. generation of new information;
- Specific policy goals, requirement policies, business rules, and O&M assumptions;
- Currently available funding or likelihood of future funding;
- Funding feasibility based on traffic volume and flow, cost, environmental impact, land use and zoning, geographic and topographic conditions, public input, regulatory compliance, construction feasibility, long-term maintenance, integrations with existing infrastructure, economic impact, and aesthetics; and
- Appropriate level and assumptions related to conceptual engineering, cost estimating, traffic modeling, revenue forecasting, and financial modeling.

Traffic Modeling

Offeror shall perform traffic modeling to identify existing and future travel demand, travel patterns, and traffic volumes. Offeror shall integrate the proposed Project improvements into the traffic model to determine the travel/traffic impacts. The first task will be a reanalysis of the traffic report to study the traffic behavior and conditions from Newport Road to Gilman Springs Road. All work shall be performed to meet the latest Riverside County standards and specific Caltrans standards as directed by the County. This information is intended to assist in the determination of the potential funding opportunities that can be recommended. Offerors are hereby advised that the Commission has made the determination that tolling of the general-purpose lane(s) will not be considered is not a viable option from a political or economic standpoint, but the potential for truck toll lane(s) remain viable.

Conceptual Engineering

Offeror shall perform conceptual engineering for each funding alternative if it involves technology, i.e. congestion pricing, truck tolling, truck signal preemption, or potential to use the dedicated transit corridor for other alternative transportation methods that result in additional federal, state, or private funding. This concept engineering effort shall include drawings that incorporate, but are not limited to, layouts, conceptual design, horizontal and vertical alignments, cross sections, environmental impact, and drainage to facilitate a thorough understanding of the proposed funding alternative.

Cost Estimating

Offeror shall estimate capital costs for all applicable financial advisory services, financing costs, traffic and revenue services, legal advisory services, agency staffing, project management services, construction management services, planning services, system testing and commissioning, etc. Offeror shall estimate annual and long-term operations and maintenance costs, if applicable to the proposed funding alternative, including maintenance, back-office software and hardware maintenance, traffic operations center monitoring and incident coordination, California Highway Patrol (CHP) enforcement services, freeway service patrol services, routine roadway maintenance (e.g., debris removal, channelizer replacement), life-cycle pavement rehabilitation/replacement.

Revenue Forecasting

Offeror shall forecast future system transactions and transaction revenue based on current and projected socio-economic factors (e.g., number of households, employment, population, etc.), traffic modelling volumes, and other necessary inputs. If deemed necessary to compare project alternatives, Offeror shall forecast account-based revenue, violation revenue, uncollectible revenue/revenue leakage. Financial Modeling Offeror shall create a financial model incorporating various inputs including capital costs, operating costs (e.g., annual operating and maintenance costs, system life cycle upgrade costs, pavement life cycle rehabilitation costs, etc.), revenue, reserve accounts (e.g., financing, O&M), project delivery schedule, debt structure, debt service, interest rates, etc.

The project funding plan shall provide the projected revenue, annual operating and maintenance costs, and life cycle costs; to identify if there is an opportunity to borrow against future revenue to pay for up-front capital costs. If debt is proposed as part of the project financing plan, then Offeror shall include a potential financing debt structure for each project or combination of projects to include a “Sources and Uses” of funds for construction, loan and/or bond sizing, needed financing reserve funds, and other elements consistent with a public agency project financing.

Offeror’s financial model shall be provided to the Commission in its native/original working format. The working financial model details shall be presented and provided in a transparent manner to the Commission.

Feasibility Assessment

Offeror shall establish key factors and their weighting to compare various funding alternatives based on the mutually agreed evaluation criteria. Offeror shall consider the opportunity and benefit for each alternative in a clear and simple manner to allow the Commission to determine which options they wish to advance to a more detailed assessment and analysis.

Project Management, Project Controls, and Administration

Offeror shall:

- Cooperate and coordinate with Commission staff and other Commission consultants and advisors;
- Plan, schedule, and conduct or attend meetings, as required, and provide all necessary meeting materials (i.e., agendas, minutes, action items, presentations, reports, and documents) necessary to support meetings and other activities;
- Provide project controls management and contract administration services for Offeror's contract; and
- Report progress monthly as part of the invoicing process.

Project Delivery

The Commission has established the following tentative Project milestones:

1. Consultant Notice to Proceed	Sep 2025
2. Phase 1 Report Submission	Dec 2025
3. Phase 2 Report Submission	April 2026
4. Complete Study	June 2026

General Requirements

The Offeror shall prepare all reports, studies and plans to meet the requirements of the County of Riverside, City of Hemet, City of San Jacinto and FHWA. Commission staff will provide overall Project coordination and will handle administrative matters.

DATA COLLECTION

The Project will involve the review and assimilation of the existing and approved Project Approval and Environmental Document for the SR-79 Realignment Project. The Offeror is expected to make the best use of existing data to minimize waste and duplication of work efforts.

MEETINGS/PUBLIC INVOLVEMENT

The Offeror shall be required to meet with the Commission and potentially others that may include County of Riverside, Community of Winchester, the City of Hemet, City of San Jacinto, Caltrans (also acting as an agent for FHWA), Riverside Transit Agency, other public agencies, and private entities located within the Project boundaries on a regular basis. Offeror is required to prepare an agenda, exhibits for discussion, and meeting minutes for distribution for each meeting. Offeror shall assume the following meeting schedule for the purposes of its proposal:

- Phase 1 One (1) Project kick-off
 Three (3) PDT meetings
 Two (2) Trend meetings
 One (1) Criteria and assumptions workshop
 Two (2) meetings to review and agree to the evaluation criteria
 One (1) meeting to present draft Phase 1 report
- Phase 2 One (1) Phase 2 Kickoff
 One (1) Traffic analysis means and methods
 Four (4) PDT meetings
 Three (3) Trend meetings
 Six (6) Focus meetings

Prepare presentation for and be available to present to the Commission

Other Resources

All referenced documents will be posted to Planet Bids.

Documents Available to Review for SOQ Preparation

	TITLE	DATE	PREPARER
1.	Final Project Report	October 2016	Jacobs
2.	Environmental Document Four Volumes	October 2016	Jacobs
3.	Geometric Approval Drawings (GADs)	February 2015	Jacobs
4.	Traffic Technical Report	September 2014	Jacobs

AGENDA ITEM 9

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 28, 2025
TO:	Western Riverside County Programs and Projects Committee
FROM:	Sri Srirajan, Senior Capital Projects Manager
THROUGH:	David Thomas, Toll Project Delivery Director
SUBJECT:	Amendment to Agreement with Nossaman LLP for On-Call Strategic Partnership Advisor Services and Amendment to Agreement with Parsons Transportation Group, Inc. for Project and Construction Management Services for the State Route 91 Eastbound Corridor Operations Project

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following actions:

- 1) Approve Agreement No. 06-66-028-17, Amendment No. 14 to Agreement No. 06-66-028-00, with Nossaman LLP (Nossaman) for the on-call strategic partnership advisor services to support the State Route 91 Eastbound Corridor Operations Project (91 ECOP) in the amount of \$2,500,000, plus a contingency amount of \$250,000, for an additional amount of \$2,750,000, and a total amount not to exceed \$22,133,445;
- 2) Approve Agreement No. 09-31-081-18, Amendment No. 17 to Agreement No. 09-31-081-00 with Parsons Transportation Group, Inc. (Parsons) to provide project and construction management (PCM) services for the 91 ECOP in the amount of \$9,748,255, plus a contingency amount of \$974,825, for an additional amount of \$10,723,080, and a total amount not to exceed \$166,783,415;
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
- 4) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amounts as required for these services.

BACKGROUND INFORMATION:

The 91 ECOP, a portion of the SR-91 Corridor Improvement Project (91 CIP) Ultimate Project, is adding an operational lane on eastbound SR-91 from the SR-241 connector to the SR-71 connector auxiliary lane in the vicinity of the Green River Road Overcrossing (see Figure 1). The 91 ECOP meets a Measure A commitment and is identified in the Commission adopted 10-Year Western Riverside County Delivery Plan 2019-2029.



Figure 1: Project Location Map

Currently, the 91 ECOP is in the project approval/environmental document (PA/ED) phase with a revalidation of the 91 CIP environmental impact report/environmental impact statement (EIR/EIS). The current schedule projects the revalidation will be completed in early 2026 with delivery of project improvements targeting 2030.

This is a unique project where early collaboration with the contractor to gather feedback on the constructability of building large retaining walls on steep slopes adjacent to the SR-91 freeway would be beneficial to the overall success of the project. In addition, this project will involve multiple lane closures on a significant corridor and require close coordination with the 241/91 Express Connector project, which is expected to be under construction at the same time. Accordingly, staff assessed alternative project delivery methods and identified Progressive Design-Build (PDB) as the preferred delivery method for the 91 ECOP. In the traditional Design Bid-Build project delivery method, contractors are brought into the project after the design is finalized and the project goes out for bid. The Design Bid-Build method limits the opportunity for contractor input on constructability and innovation during the design phase which can result in change orders to the contract and potential delays during construction. PDB provides collaboration with the design-build contractor earlier in the process providing design-builder's input and innovation to develop cost-efficient solutions to deliver the project and reduce impacts.

DISCUSSION:

Progressive Design Build Overview

The PDB project delivery approach is a phased, or progressive process, whereas the design-builder is selected based upon a qualifications-based procurement process. The PDB contract is then implemented in two distinct phases through a single contract. The first phase, commonly referred to as the preconstruction phase, or simply Phase 1, advances preliminary engineering work collaboratively between the Commission and the contractor. During Phase 1 the parties use an open-book cost estimating approach to negotiate the scope and cost for the project, and if a cost agreement is reached a design-build contract is entered into and the project progresses into Phase 2 to perform final design and construction.

In the event a price agreement cannot be reached between the parties for the Phase 2 work, an 'off-ramp' option can be taken by the Commission with one or more of the following actions:

1. Amend the Phase 1 contract for the PDB contractor to perform the final design or issue a new contract to the designer to complete the design.
2. Commence a new procurement for final design and bid out a construction contract using the traditional design-bid-build delivery.
3. Re-advertise and commence a best value design-build (DB) procurement for a new design-builder.

The Commission has statutory authority under SB 617 to implement PDB delivery utilizing a qualification-based selection.

Legal Support for PDB Procurement and Contract Implementation

For PDB delivery, specialized legal services are needed to support staff and the Project Management team for the development of the PDB procurement documents. Nossaman has provided legal support on all the Commission's successful design-build procurements and contract implementation including the 91 Project, I-15 ELP, 15/91 ELC, and the I-15 ELPSE. The 91 Project was the first design-build contract in the state utilizing authority granted by AB 2098. The I-15 ELP and 15/91 ELC were implemented under its successor bill, AB 401. The complex requirements of both the Commission and Caltrans included in those bills necessitated strict compliance with legislative intent. Nossaman developed the contract requirements that led to successful implementation of AB 2098 and AB 401 for the aforementioned Commission projects. Furthermore, Nossaman has expertise with developing PDB contracts in California. With experience and lessons learned from the recently developed PDB contract and procurement for I-15 ELPSE project, the same Nossaman team will be supporting the 91 ECOP PDB contract development and procurement. This will help expedite and streamline the contract development and procurement process for the 91 ECOP PDB delivery. Staff recommends moving forward with a sole-source contract amendment utilizing the Commission's on-call strategic partnership advisor services contract with Nossaman as it is in the Commission's best interest to utilize the legal framework and expertise that is at the foundation of previous successful DB procurements and contracts implemented by the Commission.

Amendment No. 14 to Agreement No. 06-66-028-00 includes the scope, cost, and assumed duration to complete the procurement and contract administration services by Nossaman for the 91 ECOP. Staff developed and negotiated with Nossaman the following scope of services, as further described in Exhibit A to the attachment, related to the procurement and contract administration of the 91 ECOP:

PROCUREMENT PHASE

- Assist with agreements and negotiations with Caltrans, Federal Highway Administration, and other agency stakeholders;
- Lead in drafting procurement documents;
- Lead in responding to proposer questions;
- Lead the selection, negotiations, and award process; and
- Lead with analysis, response and defense to any bid, proposal, or award protests.

CONTRACT ADMINISTRATION PHASE

- Develop and administer contract administration;
- Assist with contract interpretation, analysis, and administration during the design and construction phase; and
- Assist with change order and claims management.

Project and Construction Management Services

For PDB delivery, PCM services are needed to support the Commission's Project Management team for the development of the PDB procurement documents, contract, technical provisions, agreements and PDB Phase 1. During Phase 1, the PCM firm will provide skilled and experienced professionals to administer the PDB contract and provide oversight of the PDB Contractor in developing engineering submittals and preparation of the Independent Cost Estimates in support of negotiating a Guaranteed Maximum Price (GMP), targeting a Notice to Proceed with Final Design and Construction.

Parsons has served as the Commission's PCM for the 91 CIP, 15 Express Lanes project (ELP), and 15/91 Express Lanes Connector (ELC) design-build projects and they are currently under contract to complete the PA/ED revalidation for the 91 ECOP project. Through a competitive procurement, Parsons was selected to perform PCM services for the Interstate 15 Express Lanes Project Southern Extension (I-15 ELPSE) project – also utilizing PDB delivery and a first for the Commission.

Parsons experience and lessons learned from the recently developed PDB contract, technical provisions, agreements and procurement for I-15 ELPSE project, as well as the Parsons team's intimate knowledge of the 91 ECOP will help expedite and streamline the 91 ECOP PDB delivery. Staff recommends moving forward with a sole-source contract amendment for PDB Phase 1 PCM services by utilizing the Commission's 91 CIP contract with Parsons as it is in the Commission's best interest to utilize their project management expertise for the efficiency of the project delivery.

Amendment No. 17 to Agreement No. 09-31-081-00 includes the scope, cost, and assumed duration to complete the PDB Phase 1 PCM services by Parsons for the 91 ECOP. The amendment also extends

the agreement term to December 31, 2027. Staff developed and negotiated with Parsons the following scope of services, as further described in Exhibit C to the attachment, related to the procurement and contract administration of the 91 ECOP:

- Project Management: Provide overall management, develop and manage safety and quality programs, develop Technical Provisions, review design submittals, oversee environmental compliance, support permitting, and perform ROW Engineering;
- Tolling and Operations: Review PDB Contractor's design plans that impact toll system infrastructure and coordinate and provide oversight on potential toll system closures;
- Financial Support: Prepare Independent Cost Estimates (ICE), identify eligible grant opportunities, and prepare grant applications;
- Contracts Management: Prepare and support industry outreach, develop Request for Qualifications (RFQ) and support RFQ evaluations;
- Project Controls: Provide project controls, management, administration, and oversight related to cost, scheduling, estimating, and document management; and
- Construction Management: Provide engineering assessments of plans and perform constructability reviews of PDB Contractor's submittals.

The approach to amending the contracts for both legal and PCM services is consistent with previous Commission alternative delivery projects and provides continuity of legal and PCM services through the procurement and contract administration phase.

The schedule milestones for the next phases of the 91 ECOP are as follows:


- Award Progressive Design-Build Contract Summer 2026
- Begin Construction 2028
- Open to traffic 2030

RECOMMENDATION:

Staff recommends approval of Agreement No. 06-66-028-17, Amendment No. 14 to Agreement No. 06-66-028-00, with Nossaman for the on-call strategic partnership advisor services to support the 91 ECOP in the amount of \$2,500,000, plus a contingency amount of \$250,000, for an additional amount of \$2,750,000, and a total amount not to exceed \$22,133,445.

Staff also recommends approval of Agreement No. 09-31-081-18, Amendment No. 17 to Agreement No. 09-31-081-00, with Parsons to provide PCM services for the 91 ECOP, extend the contract term to December 31, 2027, and augment the agreement in the amount of \$9,748,255, plus a contingency amount of \$974,825, for an additional amount of \$10,723,080, and a total amount not to exceed \$166,783,415.

FISCAL IMPACT:

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2025/26 FY 2026/27+	Amount:	\$5,200,000 \$8,273,080
Source of Funds:	91 Toll Revenue			Budget Adjustment:	No
GL/Project Accounting No.:	913055 65102 00000 0000 591 31 65102 (Specialized Legal Services) 913055 81601 00000 0000 261 31 81601 (Project Construction Manager)				
Fiscal Procedures Approved:				Date:	07/18/2025

Attachments:

- 1) Agreement No. 06-66-028-17 with Nossaman
- 2) Agreement No. 09-31-081-18 with Parsons

Agreement No. 06-66-028-17

**AMENDMENT NO. 14 TO
AGREEMENT FOR STRATEGIC PARTNERSHIP ADVISOR SERVICES
WITH NOSSAMAN LLP**

1. PARTIES AND DATE

This Amendment No. 14 to the Agreement for Strategic Partnership Advisor Services is made and entered into as of this _ day of _____, 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and NOSSAMAN LLP ("Consultant").

2. RECITALS

- 2.1 The Commission and the Consultant have entered into an agreement dated April 10, 2006 for the purpose of providing Strategic Partnership Advisor Services (as amended, the "Master Agreement"). The not to exceed amount of the Master Agreement is set at One Hundred Fifty Thousand Dollars (\$150,000).
- 2.2 The Commission and the Consultant have entered into an Amendment No. 1 to the Master Agreement, dated July 27, 2006, for the purpose of increasing the not to exceed amount of the Master Agreement by Seventy-Five Thousand Dollars (\$75,000).
- 2.3 The Commission and the Consultant have entered into an Amendment No. 2 to the Master Agreement, dated October 26, 2006, for the purpose of reducing the not to exceed amount of the Master Agreement by Fifty Thousand Dollars (\$50,000).
- 2.4 The Commission and the Consultant have entered into an Amendment No. 3 to the Master Agreement, dated April 9, 2007, for the purpose of increasing the not to exceed amount of the Master Agreement by One Hundred Fifty Thousand Dollars (\$150,000).
- 2.5 The Commission and the Consultant have entered into an Amendment No. 4 to the Master Agreement, dated February 8, 2008, for the purpose of incorporating additional services into the Scope of Services of the Master Agreement, modifying the Consultant's hourly billing rates, extending the term and increasing the total not to exceed amount of the Master Agreement by Two Hundred Fifty Thousand Dollars (\$250,000).

- 2.6 The Commission and the Consultant have entered into an Amendment No. 5 to the Master Agreement, dated July 16, 2008, for the purpose of making consulting services available to the San Bernardino Associated Governments through the Master Agreement.
- 2.7 The Commission and the Consultant have entered into an Amendment No. 6 to the Master Agreement, dated January 27, 2010 and Amended and Restated Amendment No. 6 to the Master Agreement, dated March 10, 2010, for the purpose of increasing the total not to exceed amount of the Master Agreement by Eight Hundred Thousand Dollars (\$800,000) and to modify the Consultant's hourly billing rates.
- 2.8 The Commission and the Consultant have entered into an Amendment No. 7 to the Master Agreement, dated December 21, 2010, for the purpose of increasing the total not to exceed amount of the Master Agreement by Two Million Eighty-Three Thousand Thirty-Five Dollars (\$2,083,035).
- 2.9 The Commission and the Consultant have entered into an Amendment No. 8 to the Master Agreement, dated February 9, 2012, for the purpose of increasing the total not to exceed amount of the Master Agreement by One Million Eight Hundred Seventy-Eight Thousand Nine Hundred Dollars (\$1,878,900), and extending the term (the "Third Extended Term") to end February 9, 2014, unless earlier terminated as provided in the Master Agreement.
- 2.10 By letter dated May 22, 2013 ("Contingency Release Letter"), the Commission authorized the release of Board allocated contingency funds in the sum of Three Hundred Seventy-Six Thousand Dollars (\$376,000) to cover Extra Work, as that term is defined in the Master Agreement.
- 2.11 The Commission and the Consultant have entered into an Amendment No. 9 to the Master Agreement, dated August 26, 2013, to identify the Contingency Release letter within the formal amendments to the Master Agreement, increasing the total not to exceed amount of the Master Agreement by Two Million Four Hundred Thousand Dollars (\$2,400,000), and extending the term (the "Fourth Extended Term") to end March 9, 2018, unless earlier terminated as provided in the Master Agreement.
- 2.12 The Commission and the Consultant have entered into an Amendment No. 10 to the Master Agreement, dated July 19, 2016, to amend the Master Agreement, increasing the total not to exceed amount of the Master Agreement by Five Million Seven Hundred Thousand Dollars (\$5,700,000), and extending the term (the "Fifth Extended Term") to end December 31, 2020, unless earlier terminated as provided in the Master Agreement to provide procurement and contract administration services for the 1-15 Express Lanes Project.

- 2.13 The Commission and the Consultant have entered into an Amendment No. 11 to the Master Agreement, dated September 30, 2019, to extend the term (the "Sixth Extended Term") to end December 31, 2023, include additional services, and provide additional compensation for the support of the 15/91 Express Lanes Connector Project ("15/91 ELC").
- 2.14 The Commission and the Consultant have entered into an Amendment No. 12 to the Master Agreement, dated November 15, 2023, to extend the term (the "Seventh Extended Term") to end December 31, 2024, for continued services.
- 2.15 The Commission and the Consultant have entered into an Amendment No. 13 to the Master Agreement, dated February 26, 2024, to extend the term, include additional services, and provide additional compensation for the support of the Interstate 15 Express Lanes Project Southern Extension ("I-15 ELPSE").
- 2.16 The parties now desire to amend the Master Agreement in order to include additional services and provide additional compensation for the on-call strategic partnership advisor services to support the State Route 91 Eastbound Corridor Operations Project (ECOP).

3. TERMS

- 3.1 The Services, as defined in the Master Agreement, shall be amended to include the services and work required for the on-call strategic partnership advisor services to support the State Route 91 Eastbound Corridor Operations Project (ECOP), as set forth in Exhibit "A" attached to this Amendment No. 14 and incorporated herein by reference.
- 3.2 The maximum compensation for Services performed pursuant to this Amendment No. 14 shall be two million and five hundred thousand dollars (\$2,500,000). Work shall be performed at the rates set forth in the Master Agreement, as previously amended.
- 3.3 The total not-to-exceed amount of the Master Agreement, as previously amended, and as amended by Amendment No. 14, shall be increased from eighteen million, eight hundred eighty-three thousand, four hundred forty-three dollars (\$18,883,443) to Twenty-one million three hundred eighty-three thousand, four hundred forty-three dollars (\$21,383,443).
- 3.4 The recitals set forth above are true and correct and are incorporated into this Amendment No. 14 by reference as though fully set forth herein.
- 3.5 This Amendment No. 14 shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.6 This Amendment No. 14 may be signed in counterparts, each of which shall constitute an original.

- 3.7 Except as amended by this Amendment, all provisions of the Master Agreement, as amended by Amendment Nos. 1 through No. 13, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment.
- 3.8 A manually signed copy of this Amendment No. 14 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 14 for all purposes. This Amendment No. 14 may be signed using an electronic signature.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO AMENDMENT NO. 14 TO
AGREEMENT FOR STRATEGIC PARTNERSHIP ADVISOR SERVICES
WITH NOSSAMAN LLP**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

NOSSAMAN LLP

By: _____
Aaron Hake, Executive Director

By: _____
Signature

Name

Title

APPROVED AS TO FORM:

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

EXHIBIT "A"

NOSSAMAN SCOPE OF SERVICES

Draft

SCOPE OF SERVICES AND BUDGET ESTIMATE – RCTC SR-91 PDB

In support for the progressive design-build procurement (“PDB”) of the SR-91 PDB (“Project”), Nossaman will provide the following services:

PRE-PROCUREMENT PHASE – PHASE 1

- Provide input on procurement strategy for Project;
- Provide input to RCTC and PCM on Project procurement schedule and workplan;
- Undertake risk allocation workshop related to specific PDB Contract risk allocation for SR-91;
- Assist with preparation of release of request for expressions of interest and review of submittals received in connection with RFEI;
- Assistance with any SEP-14 with FHWA regarding the Project;
- Coordinate with and among co-consultants, including PCM; and
- Other Project-related tasks requested and directed by the RCTC to implement the procurement and Project

RFQ STEP 1 PHASE – PHASE 2

- Draft and revise RFQ any RFQ addenda;
- Provide input, draft procurement-related answers and manage Q&A process for RFQ;
- Participate in document drafting meetings;
- Participate in weekly team calls as requested and directed by RCTC;
- Draft and revise evaluation manual for Statements of Qualification Step 1 prequalification (“SOQ Step 1”) evaluation;
- Assist with the administration of the SOQ Step 1 prequalification evaluation, including support of pass/fail and responsiveness evaluation and evaluation and selection recommendation committee (“ESRC”) meetings and evaluation, and documentation of evaluation process;
- Support debriefs of non-Prequalified Proposers;
- Coordinate with and among co-consultants, including PCM; and
- Other Project-related tasks requested and directed by RCTC to implement the procurement and Project.

RFP DOCUMENT PREP PHASE – PHASE 3

- Review and comment on technical provisions (“TPs”) drafted by RCTC and/or PCM;
- Draft and revise RFQ addendum and PDB Contract for final issuance;
- Participate in document drafting meetings;
- Coordinate with and among co-consultants, including PCM;
- Participate in weekly team calls as requested and directed by RCTC; and
- Other Project-related tasks requested and directed by RCTC to implement the procurement and Project.

RFQ STEP 2 PHASE (INCLUDING EVALUATION/AWARD) – PHASE 4

- Review and revise drafts of ITP and PDB Contract (together the “RFP Documents”);
- Review and comment on TPs drafted by RCTC and/or PCM;
- Assist with any addenda relating to RFP Documents;
- Draft and comment on Q&A regarding RFP Documents;
- Participate in document drafting meetings;
- Participate in one set of one on one meetings;
- Draft and revise evaluation SOQ Step 2 manual for SOQ Step 2 evaluation;
- Assist with the administration of the SOQ Step 2 evaluation, including support of pass/fail and responsiveness evaluation, subcommittee and evaluation committee(s) meetings and evaluation, proposer interviews, and documentation of evaluation process;
- Support debriefs of unsuccessful Proposers;
- Coordinate with and among co-consultants, including PCM; and
- Other Project-related tasks requested and directed by RCTC to implement the procurement and Project.

PHASE 5 – NEGOTIATIONS AND AWARD OF PHASE 1 (PRE-CONSTRUCTION SERVICES)

- Assist with negotiations with preferred Proposer and legal aspects of award process;
- Revise and finalize PDB Contract;
- Assist with conformance of TPs;
- Track and review preferred proposer post-selection deliverables, including corporate documents, authorization documents, required legal opinions, bonds and insurance;
- Assist with commercial close (execution) of the PDB Contract, including review of documentation satisfying conditions to award;
- Support of Commission approval process and staff reports;
- Assist with NTP issuance process, including review of documentation satisfying conditions to issuance of NTP;
- Coordinate with and among co-consultants, including PCM; and
- Other Project-related tasks requested and directed by RCTC to implement the procurement and Project.

PHASE 6 – GENERAL CONTRACT ADMINISTRATION – PHASE 1 (PRE-CONSTRUCTION SERVICES)

- Provide PDB Contract training presentation to RCTC/PCM staff focusing on Phase 1;
- As requested, participate in regularly scheduled contract administration calls;
- Assist with PDB Contract interpretation, analysis and administration issues;
- Assist with change order, claims management strategy;
- Review, analyze and respond to design-builder change order requests;
- Review, analyze and research RCTC/PDB change order requests;
- Assist in drafting of, review and negotiation of change orders;
- Assist with prosecution/defense of any Contract disputes;
- Coordinate with and among co-consultants, including PCM; and
- Other Project-related tasks directed by RCTC and/or PCM to implement the Project.

PHASE 7 – NEGOTIATION OF GMP/PHASE 2 (FINAL DESIGN AND CONSTRUCTION) AMENDMENTS

- Assist with development of overall negotiating strategy for Phase 2 GMP Amendment;
- Advise RCTC during the negotiations for the Phase 2 GMP Amendment;
- Assist in the preparation of the Phase 2 GMP Amendment (including amendments to the PDB Contract) to address issues raised during negotiations;
- Finalize the negotiated Phase 2 GMP Amendment;
- Assist in the preparation of a Commission Report regarding the Phase 2 GMP Amendment. Assist RCTC and PCM with any materials for approval of contract award;
- Coordinate with and among co-consultants, including PCM; and
- Other Project-related tasks directed by RCTC and/or PCM to implement the Project.

PHASE 8 – GENERAL CONTRACT ADMINISTRATION (PHASE 2 – FINAL DESIGN AND CONSTRUCTION)

- Assist with review of documentation related to issuance of NTP for design and construction;
- Provide PDB Contract training presentation to RCTC/PCM staff focusing on Phase 2;
- As requested, participate in regularly scheduled contract administration calls;
- Assist with PDB Contract interpretation, analysis and administration issues;
- Assist with change order, claims management strategy;
- Review, analyze and respond to design-builder change order requests;
- Review, analyze and research RCTC/PDB change order requests;
- Assist in drafting of, review and negotiation of change orders;
- Assist with prosecution/defense of any Contract disputes;
- Coordinate with and among co-consultants, including PCM; and
- Other Project-related tasks directed by RCTC and/or PCM to implement the Project.

BUDGET ESTIMATE

Total budget: \$2,750,000 (including expenses and \$250k contingency)

Rough estimates allocation across fiscal years:

- FY 25-26 (7/1/25-6/30/26) - \$1.4m
 - Primarily covering pre-procurement work, including RFI process and start of development of RFQ and any SEP-14, and procurement work and process
- FY 26-27 (7/1/26-6/30/27) - \$500k
 - Primarily covering Phase 1 contract administration and negotiation of Phase 2 amendment
- FY 27-28 (7/1/27-6/30/28) - \$200k
 - Covering ongoing general contract administration (Phase 2)
- FY 28-29 (7/1/28--6/30/29) - \$200k
 - Covering ongoing general contract administration (Phase 2)
- FY 29-30 (7/1/29-6/30/30) - \$200k
 - Covering ongoing general contract administration (Phase 2)
- Contingency: \$250k

PRELIMINARY ASSUMPTIONS

- Work will be undertaken commencing August 2025 through fiscal year 29-30 (ending June 30, 2030);
- RFP Documents will use I-15 ELPSE Project precedents;
- RFEI to be prepared by PCM, with Nossaman review and comment;
- Procurement will be PDB, using primarily quals based selection criteria;
- Single procurement for one PDB Contractor;
- Procurement to last approximately one year and commence summer of 2025 through summer of 2026;
- Procurement will be a 2 step—SOQ Step 1 using prequalification and SOQ Step 2 using most advantageous determination;
- Prequalification of no more than 4 teams;
- RFP Documents shall have 3 drafts before release and two addenda;
- Addenda shall have two drafts of RFP Documents to produce;
- One set of one on one meetings following final RFQ release;
- Technical Provisions to be drafted by PCM, with Nossaman review and comment;
- PDB Contract will include core terms and conditions and risk allocations applicable to Phase 2 (design/construction) of the Project segments;
- PCM and the RCTC personnel properly performing their respective scopes of work
- Phases are not fully sequential and there will be overlap among work in Phases;
- Although part of scope, budget estimate excludes legal fees relating to the following items (budget amendment to subcontract would be required):
 - SOQ or SOQ Step 2 protests or other procurement challenges;
 - A SOQ Step 2 Revision/Best and Final Offer (BAFO);
 - Developing programmatic documents or streamlining documents;
 - Litigation assistance;
 - Dispute board/dispute resolution assistance; and
 - Assistance on major or numerous change orders and/or contract amendments
- Insurance issues will be addressed by the RCTC or a third party insurance advisor contracted to someone other than Nossaman;
- Fiscal year estimates are simply estimates to assist RCTC with general budgeting and are not binding or limits on the actual fees/expenses that may be incurred (the overall budget is the limit). Actual fees/expenses in a particular year will likely vary and funds not used in a particular fiscal year shall remain authorized and available for succeeding fiscal years; and
- Total budget estimate is an estimate and not a guaranty or a cap on fees and expenses; provided that Nossaman may not exceed the budget estimate/authorized budget without an amendment to the subcontract.

EXHIBIT “B”

Compensation and Fees

Draft

EXHIBIT "B"

NOSSAMAN COMPENSATION

COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
Nossaman	91 ECOP Legal / Procurement Services	\$ 2,500,000.00
<i>Sub Consultants:</i>		
n/a	n/a	
SUBTOTAL		\$2,500,000.00
OTHER DIRECT COSTS		-
CONTINGENCY AMOUNT		\$250,000.00
TOTAL COSTS		\$ 2,750,000.00

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

Agreement No. 09-31-081-18

**AMENDMENT NO. 17
TO PROFESSIONAL SERVICES AGREEMENT FOR
PROJECT AND CONSTRUCTION MANAGEMENT SERVICES
FOR THE SR-91 CORRIDOR IMPROVEMENT PROJECT**

1. PARTIES AND DATE

This Amendment No. 17 to the Agreement for Project and Construction Management Services is made and entered into as of, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and PARSONS TRANSPORTATION GROUP INC., an Illinois corporation ("Consultant").

2. RECITALS

- 2.1 The Commission and the Consultant entered into an agreement, dated October 14, 2009, for the purpose of providing project and construction management services for the State Route 91 Corridor Improvement Project (the "Master Agreement") for a maximum not to exceed ("NTE") amount of \$35,539,299. The Commission Board of Directors' ("Commission Board") approval of the relevant agenda item also included approval of a contract contingency amount of \$4,260,701 to address additional, unanticipated scope and-or costs.
- 2.2 The Commission authorized the Consultant to proceed with the Services associated with the Master Agreement, and additional unanticipated work, using Limited Notices to Proceed (LNTPs).
- 2.3 LNTP No. 5, on file at the offices of the Commission, authorized the provision of additional Services, subject to the terms of the Master Agreement, and the release of Commission Board approved contingency funds for such Services in the amount of \$3,564,378. LNTP No. 5 increased the NTE value of the Master Agreement, including all prior LNTP's, to \$39,103,677.
- 2.4 The Commission and the Consultant entered into an Amendment No. 1 to the Master Agreement, dated as of July 3, 2012, in order to amend the Master Agreement, consistent with LNTP No. 6, by amending the Scope of Services of the Master Agreement to include additional Project Management, Planning and Design, Tolling and Operations, Contracts and Procurement, Contract Administration, and Construction Management Services required to: 1) complete and issue the Request for Proposal (RFP), 2) receive, evaluate and make a recommendation for award of a Design Build Contract, 3) and issue a Notice to Proceed for the State Route 91 Corridor Improvement Project, by including a Schedule of Services for the additional Services, and by providing compensation for the additional Services in the amount of \$18,434,545, and to include certain additional terms to the Master Agreement related to attorney-client privilege and subpoenas and court orders. Amendment No. 1 increased the NTE value of the Master Agreement to \$57,538,223.

- 2.5 The Commission and the Consultant entered in an Amendment No. 2 to the Master Agreement, dated as of March 18, 2013, in order to add services within the scope of the original procurement, including, but not limited to, right of way architectural and engineering mitigation services, to amend the indemnification provision and to provide additional compensation for the additional services in the amount of \$1,760,000. Amendment No. 2 increased the NTE value of the Master Agreement, including all prior amendments, to \$59,298,223.
- 2.6 The Commission and the Consultant entered into an Amendment No. 3 to the Master Agreement, dated May 20, 2013, in order to extend the term of the Master Agreement, to include the Phase 2 Services, as that term is generally described in the Master Agreement, to include a new Phase 2 Scope of Services and Schedule of Services, to provide additional compensation for the Phase 2 Services, and to include certain additional terms to the Master Agreement applicable to Phase 2.
- 2.7 The Commission and the Consultant entered into an Amendment No. 4 to the Master Agreement, dated October 9, 2017, to extend the term and to include additional services required to relocate the existing SR-91 Express Lanes Customer Service Center.
- 2.8 The Commission and the Consultant entered into an Amendment No. 5 to the Master Agreement, dated October 22, 2019, to extend the term, to add a new Scope of Services for project development services related to the State Route 91 Corridor Operations Project ("91 COP") and to provide additional compensation.
- 2.9 The Commission and the Consultant entered into an Amendment No. 6 to the Master Agreement, dated May 31, 2019, to extend the term, to add additional services to complete the Project closeout, to provide additional compensation and to reinstate certain elements of the indemnification provisions included under the Master Agreement, and unintentionally omitted under Amendment No. 5.
- 2.10 The Commission and the Consultant entered into an Amendment No. 7A to the Master Agreement in order to extend the term, include additional services required to close-out the remaining right of way and environmental activities for the Project, and to include funding for such services.
- 2.11 The Commission and the Consultant entered into an Amendment No. 7 to the Master Agreement in order to clarify that the Scope of Services includes preparation of an Engineer's Technical Report ("ETR"), and to update and add a Limitation of Liability and Expiration Date, an Indemnification provision and Waiver of Consequential Damages with respect to the Independent Engineer Services and ETR Services.

- 2.12 The Commission and Atkinson-Walsh Joint Venture ("AWJV"), the Project design-builder, entered into a Settlement and Release Agreement dated as of October 21, 2021 ("Settlement Agreement") pursuant to which AWJV agreed to complete, in two phases, certain remediation work required on the Project. Phase 1 of the remediation work is referred to herein as the soil improvement work ("AWJV Phase 1 Work").
- 2.13 The Commission and the Consultant entered into an Amendment No. 8 to the Master Agreement, dated March 7 2022, in order to include additional Consultant support and oversight services of the AWJV Phase 1 Work, and to include funding for such services.
- 2.14 The Commission and the Consultant entered into Amendment No. 9 to the Master Agreement, dated June 29, 2022, in order to include additional Consultant support and oversight services of the AWJV Phase 2 Work, referred to as the "91 Refresh" Project, and to include funding for such services.
- 2.15 The Commission and Consultant entered into Amendment No. 10 to the Master Agreement, dated January 1, 2023, in order to extend the term.
- 2.16 The Commission and Consultant entered into Amendment No. 11 to the Master Agreement, dated June 21, 2023, in order to amend the scope of services for Consultant support and oversight services and to add additional compensation.
- 2.17 The Commission and Consultant entered into Amendment No. 12 to the Master Agreement, dated November 3, 2023, in order to add additional compensation to complete consultant support and oversight services.
- 2.18 The Commission and Consultant entered into Amendment No. 13 to the Master Agreement, dated December 31, 2023 in order to extend the term.
- 2.19 The Commission and Consultant entered into Amendment No. 14 to the Master Agreement, dated June 24, 2024, in order to extend the term through December 31, 2025, amend the scope of services, and add additional compensation.
- 2.20 The Commission and Consultant entered into Amendment No. 15 to the Master Agreement, dated April 1, 2025, in order to amend the scope of services and add additional compensation.
- 2.21 The Commission and Consultant entered into Amendment No. 16 to the Master Agreement, dated July 1, 2025, in order to extend the term, amend the scope of services and add additional compensation.
- 2.22 The Commission and the Consultant now desire to amend the Master Agreement in order to extend the term, amend the scope of services and add additional compensation.

3. TERMS

- 3.1 The term of the Master agreement is hereby extended through **December 31, 2027**, unless terminated earlier as provided in the Master Agreement.
- 3.2 The Services, as that term is defined in the Master Agreement, shall be amended to include additional services for Project Management (PM) Services for SR-91 Corridor Improvement Project (91 ECOP), as further described in the Scope of Services attached to this Amendment No. 17 as Exhibit "A" and incorporated herein by reference.
- 3.3 The maximum compensation to be provided under this Amendment No. 17 for the Services set forth in the attached Exhibit "B" shall not exceed Nine million, seven hundred forty-eight thousand, two hundred fifty-two dollars (\$9,748,252). Work shall be performed at the rates set forth in the Master Agreement, as previously amended.
- 3.4 The Consultant fixed fee shall not exceed Eight hundred twenty-two thousand nine hundred and six dollars (\$822,906).
- 3.5 The total not-to exceed amount of the Master Agreement, as amended by this Amendment No. 17, shall be increased from One Hundred Fifty-Four Million, Five Hundred Thirty-Five Thousand, Eight Hundred Eighty-Seven Dollars (\$154,535,887) to One Hundred Sixty-Four Million, Two Hundred Eighty-Four Thousand, One Hundred Thirty-Nine (\$164,284,139).
- 3.6 This Amendment No. 17 may be signed in counterparts, each of which shall constitute an original. Facsimile signatures, including signatures transmitted by electronic mail, shall have the same force and effect as original signatures. This Amendment No. 17 may be signed using an electronic signature.
- 3.7 The recitals set forth above are incorporated into this Amendment No. 17 by reference as though fully set forth herein.
- 3.8 This Amendment No. 17 shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.9 Except as amended herein, all provisions of the Master Agreement, as previously amended, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No. 17.

[Signatures on following page]

**SIGNATURE PAGE
TO
AGREEMENT NO. 09-31-081-18**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment
No. 17 on the date first herein above written.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**PARSONS TRANSPORTATION
GROUP, INC.**

By: _____
Aaron Hake, Executive Director

By: _____
Signature
Name
Title

APPROVED AS TO FORM

ATTEST:

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

By: _____
Its: _____

* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT A
SCOPE OF WORK

Draft

EXHIBIT A

SCOPE OF

WORK (SOW)

Parsons shall assist the Commission in the planning; procurement of a design and construction contract; and general management and oversight of the SR-91 Eastbound Corridor Operations Project (Project). Parsons will provide the Commission with the agreed upon staff, resources, and expertise to manage the Project. The Project and Construction Manager (PCM) tasks and activities are described below and in the following sections.

It is the Commission's intent that the PCM Scope of Work include the following major activities:

1. Project Delivery via Progressive Design Build (PDB);
2. Grant Planning and Pursuit, which includes identifying federal and state discretionary funds/grant opportunities, recommending and implementing grant success strategies, and preparing grant writing applications;
3. PDB Procurement, which includes developing the PDB contract in coordination with the Commission's PDB Legal Advisor and all supporting documents/agreements/evaluations in conformance with best industry practices;
4. PDB Phase 1, which includes the administration of the PDB contract and design oversight of the PDB Contractor in developing design submittals and preparation of the Independent Cost Estimates in support of negotiating a Guaranteed Maximum Price (GMP), targeting a Notice to Proceed with Final Design and Construction;

This PCM SOW was written with the intent to describe planned PCM services to be provided by the Offeror during PDB Phase 1.

A. Project Management

Under the Commission's direction, provide overall management of Project activities and/or support for agency agreements, project funding plan, procurements and negotiations, contract awards and contract management, project controls, preliminary engineering and GMP negotiations, ROW engineering, utility relocation, environmental permitting, safety, quality, and other Project activities. These Project management responsibilities include overseeing the activities of the PDB Contractor and other contracts further defined in this SOW:

A1. Project Management

Under the Commission's direction,

- Represent Commission and be the contact for coordination and communication between the Commission and the PDB Contractor. Offeror will be the primary point of contact with Commission on all Project and contract-related matters;
- Plan and conduct meetings, cooperate and coordinate with stakeholder agencies including the California Department of Transportation (Caltrans), regional agencies, and municipalities;
- Coordinate and oversee Project activities and deliverables performed by the PDB Contractor and other contractors associated with the Project; and
- Develop, monitor compliance, and maintain a commitment register and log based on the commitments and obligations with Federal, State, and Local agency requirements contained in applicable agreements.

A2. Project Administration

Provide administrative personnel and perform general office management and administration for the duration of the PCM contract term. Administrative responsibilities include:

- Schedule meetings; prepare meeting agendas, minutes, and action items; provide Project standards and templates for Project communications; institute specific Project initiatives;
- Provide document control services throughout the Project duration; and

- Provide general office support as necessary.

A3. Project Information and Development of Plans

Offeror shall obtain and review relevant Project information and prepare various plans.

- **Project Information**
Obtain and review all available Project information including preliminary engineering, Project reports/briefs, presentations, plans, cost estimates, environmental documents, environmental technical studies, advance planning studies, cooperative agreements and other Project information provided by Commission, Caltrans, and others.
- **Project Close-Out Plan**
Identify the requirements (both Commission and other) to effectively close-out the PDB Contractor if GMP agreement is not reached, including submittals of all design files. Coordinate with the Commission document control for records retention and incorporation into the Commission document control system.
- **Other Plans**
Prepare other plans identified elsewhere in this SOW. Identify and prepare other plans as necessary to comply with local, state, or federal requirements or as directed by the Commission.

A4. Project Safety

Offeror shall provide a Safety Engineer/Manager who will be responsible for overseeing Project safety including ensuring Project team and contractor compliance with Project safety requirements relevant to future co-located Project office, if needed, and construction sites. PDB Phase 1 Safety activities include but are not limited to:

- Develop a Project-wide safety program. Provide and implement a Project oversight site safety plan and provide safety training for all owner oversight personnel on the Project. Provide hard hats and safety vests for all owner oversight personnel who will be working on the Project site;
- Develop the safety requirements that will be included into the PDB Contractor procurement documents including safety manual and training program requirements for all Project personnel, and administration of the PDB Contractor's safety program by a designated safety officer;
- Ensure compliance of the safety program with all federal, state and local laws including those of Occupational Safety and Health Administration, Caltrans,

Commission and the local agencies and jurisdictions;

- Review various Project activities and work processes and perform periodic audits to assess general office safety and compliance with current best practices;
- Work with Caltrans to merge its budgeted safety responsibilities with Commission and Offeror and build one effective safety oversight program for the Project. Establish roles and responsibilities, necessary oversight, and reporting requirements;
- Perform safety oversight of the PDB Contractor:
 - Verify implementation of the safety training by the PDB Contractor, all contractors and Project staff, and provide training to office staff as required;
 - Track PDB Contractor proper investigation and reporting of accidents;
 - Monitor the provision of proper safety personnel protective equipment to all PDB Contractor, and other Project personnel as required; and
 - Regularly document or require documents by PDB Contractor of safety meetings with set agendas as conducted by PDB Contractor to document safety understanding and compliance.
- Oversee the investigation of accidents, report to the Commission, and recommend corrective actions to reduce risks and reoccurrence.

A5. Quality Assurance (QA)

Offeror shall provide a Quality Engineer/Manager who will be responsible for overseeing Project quality including ensuring Project team and contractor compliance with Project quality requirements relevant to all deliverables. Quality activities include but are not limited to:

- Develop a comprehensive, Project-wide QA program based on the Project scope. The QA program shall include the clear delineation of roles and responsibilities between all identified parties related to preliminary design, and the development and maintenance of a quality manual;
- Develop the quality requirements that will be included into the PDB Contractor procurement documents;
- Work with Caltrans to merge its budgeted quality responsibilities with Commission and Offeror in order to build one effective quality oversight program for the Project. Establish roles and responsibilities, necessary oversight, and reporting requirements; and

- Perform quality verification (QVe) during preliminary design of Project improvements by PDB Contractor, including overseeing compliance with quality control (QC) and quality validation (QVa) requirements, over-the-shoulder reviews, audits of contractor's QC and QVa activities, resolution of audit findings, coordinating with contractor's quality personnel, and providing periodic quality reporting.

A6. Public Outreach

Offeror shall provide assistance to the Commission Public Affairs and Public Outreach Consultant in the development and implementation of public, media, and government relations communication plans for the Project. It is assumed that the Commission will lead any Public Outreach efforts but Parsons may provide minor support such as preparing exhibits and/or presentations.

A7. Project Support and Other Services

- Prior to the start of Phase 1, organize, schedule, and conduct a pre-design and construction conference that includes select agencies that will be participating in the Project, as well as the PDB Contractor, in communicating to them the approach and plan to design and construct the Project by the PDB Contractor;
- Identify, define, and implement key Project initiatives that will benefit Commission and the Project by improving work processes and reducing Project costs and resource requirements; and
- Schedule, coordinate, and/or attend meetings, as required, and provide all necessary meeting materials (i.e., agendas, minutes, action items, reports and documents) necessary to support the Project management activities.

A8. Project Funding and Financing

- Offeror shall serve as the Commission's qualified Independent Cost Estimator responsible for the independent review of the PDB Contractor cost estimate developed during PDB Phase 1 leading to a Guaranteed Maximum Price (GMP).

Provide support to the Commission in finalizing the financial approach, participate in internal meetings, prepare and provide information and review and comment to support funding applications, Project financing documents, federal formula (Congestion Mitigation and Air Quality (CMAQ) or Surface Transportation Block Grant (STBG)) approvals, federal E-76 Authorization to Proceed, and other applications and approvals; planned funding sources include Riverside County Measure A sales tax funds, excess toll revenue funds federal formula and

discretionary funds, and SB-1 State formula or discretionary funds. Offeror shall assist in identifying eligible grant opportunities, assess project competitiveness for up to three grant opportunities, and prepare up to two planning grant applications including conducting vehicle miles traveled (VMT) analysis;

- Prepare initial and annual updates of the Project program capital cost estimates;
- Participate in planning meetings, provide information, prepare materials, and directly participate in formal presentations made to the Commission (Board), FHWA, Caltrans, and others directly related to project funding;

A9. Risk Management

- Perform a risk assessment including conducting a risk management workshop with appropriate Project stakeholders to identify risks, probability and severity of risk occurrence, proposed mitigation strategies, responsible parties, and mitigation timing. Prepare and maintain a risk register to document, track, and manage Project risks;
- Perform ongoing Project risk identification and management activities by working with the various Project work groups, including the PDB Contractor;
- Provide periodic updates of the risk register showing resolution and mitigation of defined Project risks, identification of new risks, and required mitigation measures; and
- Provide all necessary reports and actions requested by Commission to support requests of Caltrans, or others in documenting adherence to risk management requirements and practices.

A10. Agency Agreements and Stakeholder Coordination

- Work with the Commission and its legal advisors to create, develop, negotiate, and execute agency agreements including but not limited to the following:
 - Design-Build Cooperative Agreement (Caltrans);
 - City of Corona Agreement;
 - Orange County Transportation Authority (OCTA) Agreement;
 - Transportation Corridor Agencies (TCA) Agreement;
 - Caltrans Freeway Agreement with City of Corona (exhibit only);
 - Other agency agreements as necessary.

- Offeror shall identify, define, schedule, facilitate and coordinate with stakeholder agencies in support of Project policies, procedures, practices and schedules. Additionally, Offeror shall work through barriers and enhance opportunity for innovations in the timely delivery of the Project, particularly with those commitments and obligations associated with any cooperative agreements between Commission and the respective agency. The respective agencies include but are not limited to the City of Corona, OCTA, TCA, and Caltrans.

Draft

B. Design Management

Offeror shall provide day-to-day management of all planning, design review, and oversight activities for the Project including coordinating with stakeholders and affected agencies on technical issues relating to utilities, ROW engineering, and environmental mitigation.

Offeror shall coordinate with the Commission to develop the Project Technical Provisions and participate in the evaluations of the PDB Contractor submitted documents and provide technical selection recommendations for the following Design management activities:

B1. Design Management

- Review PDB Contractor design submittals for conformance with the contract documents and all applicable Federal, State, and Local agency requirements. Provide staff, planning, and resources required to meet schedule commitments, including highway, structural, drainage, utilities, traffic, landscape, aesthetics, acoustic, electrical, and geotechnical engineers and support staff required to perform the QVe review and approvals.

B2. Design Support

- Review of all available Project data and information, including Project reports, plans, estimates, technical and planning studies, cooperative agreements, environmental documentation and other Project information as provided by Commission, Caltrans, and other stakeholder agencies;
- Provide engineering support for further definition and refinement of ROW lines to develop ROW requirements for negotiated and eminent domain acquisition of Project ROW;
- Prepare and/or submit encroachment permit applications, as needed. These may include, but are not limited to local agency Encroachment Permits, and Caltrans Encroachment Permits.
- Provide preliminary design as requested by the Commission to support high risk project elements, such as utilities, necessary to support the PDB delivery schedule;
- Review PDB Contractor Computer-Aided Design and Drafting (CADD) protocol and document PDB Contractor compliance to contract documents and Caltrans standards and requirements;
- Monitor compliance and take corrective actions to submittal procedures, cycles, and review time frames for the processing, review, and approval of

all submittals by Commission, Caltrans, and stakeholder agencies in compliance with the PDB contract ;

- Represent Commission with Caltrans and the PDB Contractor on all engineering issues and facilitate Commission's approval. Facilitate other agency reviews/approvals of Project submittals;
- Provide CADD support, as necessary, for any technical analyses, graphical presentations, reference materials, ROW acquisition, regulatory permits, and Project documents;
- Regularly coordinate and communicate with Commission on status and progress on design reviews and oversight of PDB Contractor's submittals. Identify any technical issues with proposed solutions and make recommendations to resolve to Commission, including necessary actions to implement proposed solution(s);
- Coordinate Commission, Caltrans, and other stakeholder agency involvement and participation in PDB Contractor technical meetings, process PDB Contractor meeting minutes, and coordinate Commission and stakeholder action items resulting from technical meetings, along with necessary agency approvals;
- Schedule, coordinate, and attend meetings, as necessary, in cooperation with the agencies and PDB Contractor, including the preparation of agendas, meeting minutes, and action items; and
- Participate with the construction management utility oversight personnel in providing Notices to Owners and in overseeing and coordinating the design and engineering work of the utility agencies and those of the PDB Contractor, as appropriate.

B3. Structures QVe

Offeror shall:

- Review all available project data and information, including project reports, plans, estimates, technical and planning studies for incorporation into the procurement documents;
- Provide preliminary long lead time Project elements necessary to support the PDB delivery schedule as requested by the Commission;
- Provide design management services to review PDB Contractor submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and

Scope of Work

A-10

105

B4. Roadway & Drainage QVe

Offeror shall:

- Review all available project data and information, including project reports, plans, estimates, technical and planning studies for incorporation into the procurement documents;
- Identify areas for risk reduction;
- Provide design management services to review PDB Contractor submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and

B5. Maintenance of Traffic QVe

Offeror shall:

- Provide design management services to review PDB Contractor submittals, including design plans, investigations, studies, and reports, required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and

B6. Geotechnical QVe

Offeror shall:

- Organize and consolidate the available geotechnical information developed by the Commission's consultants to develop a geotechnical information package that will be provided to the PDB Contractor. The level of detail provided will be coordinated with the Commission and Caltrans;
- Prepare a Debris and Rockfall Memorandum to outline the approach to mitigate slope impacts. The Memo will layout the recommended mitigation measures and assumptions to be carried forward by the PDB Contractor.
- Evaluate PDB Contractor submitted documents and provide technical selection recommendations;
- Provide design management services to review PDB Contractor submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and

B7. Traffic Management System (TMS) QVe

Offeror shall:

- Review draft Traffic Management Plan (TMP) provided by others and make recommendations on possible enhancements;
- Provide design management services to review PDB Contractor submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and

B8. Electrical & Lighting QVe

Offeror shall:

- Coordinate with Commission, Caltrans, and Toll Operations Department to identify system needs and technology requirements for incorporation into the PDB Contractor scope;
- Provide design management services to review PDB Contractor submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and

B9. Landscape & Aesthetics QVe

Offeror shall:

- Provide design management services to review PDB Contractor submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and

B10. Environmental & Permits

Offeror shall provide environmental oversight, compliance, and coordination of PDB Contractor's environmental obligations and commitments under the contract, including Commission's obligations and requirements with resource agencies. This includes:

- Incorporation of environmental requirements and approved mitigation commitments and plans into the PDB contract documents, preparation of necessary environmental permits, preparation of necessary environmental mitigation or in-lieu fee agreements for execution by the Commission;
- The following permits shall be prepared to the level of completion needed to support the delivery schedule:

- United States Army Corps of Engineers (USACE) 404 permit;
 - Regional Water Quality Control Board (RWQCB) 401 Certification; and
 - California Department of Fish and Wildlife (CDFW) 1602 Streambed Alteration permit.
- Oversee PDB Contractor's requirements in meeting the obligations and commitments in its preparation of materials and documents to secure the final USACE 404 permit; RWQCB 401 certification; and CDFW 1602 permit;
 - Coordinate approval of the above permits and agreements with each resource agency, address any changes required of the PDB Contractor by the agencies, and further the approval of the permits and agreements;
 - Analyze and assess environmental re-validation and re-evaluations required due to Commission directed changes and implement accordingly;
 - Coordinate with Caltrans for review and comment on all environmental activities, including agreements, permits, and exercises of re-validation and re-evaluation;
 - Oversee PDB Contractor's acquiring of all necessary environmental permits affecting their construction activities, including storm water permits;
 - Schedule and coordinate meetings necessary to accomplish the environmental requirements of Commission, including providing agenda and meeting minutes and action items; and
 - Oversee implementation of the approved mitigation monitoring plan for compliance with Caltrans and regulatory agencies permit requirements and the mitigation documented in the environmental document.
 - Prepare a Multiple Species Habitat Conservation Plan (MSHCP) Reserve Replacement Equivalency Analysis, for ROW impacts to existing Western Riverside County Regional Conservation Authority (RCA) property. This includes necessary field surveys, biological surveys, and an equivalency report.

B11. Utility Coordination & Oversight

Offeror shall provide a ROW/Utility Coordinator who will be responsible for coordinating the utilities affected by the Project. Utility coordination activities include, but are not limited, to the following:

- Verify all existing utility information and identify utilities that may be impacted by the Project;

- Meet with utility companies and other entities to determine their requirements for relocation, protection, and abandonment of utilities required to accommodate Project and to establish any potential ROW impacts for utility relocations;
- Coordinate all final utility agreements with private utility owners (as needed);
- Monitor utility relocation work and meet regularly with PDB Contractor, utility agencies, Caltrans, Commission, and other stakeholder agencies to coordinate utility relocation work;
- Coordinate all interaction and correspondences with utility owners including but not limited to preparation of proper notices (i.e., Notice to Owners), PDB Contractor submittals, notice to utility owners required to commence their (utility owner) design, procurement, and relocation activities, as necessary;
- Prepare Report of Investigation (ROI) as outlined in Section 13-05 of Caltrans ROW Manual Chapter 13;
- Review and comment, as appropriate, on utility owner designs for inclusion into PDB Contractor final design documents;
- Confirm that the utility agency and PDB Contractor have all necessary permits and ROW clearances to allow relocation work to proceed;
- Oversee coordination between the PDB Contractor and utility agencies' construction and relocation work, address any issues and confirm identification, protection, adjustment, removal, or relocation of the subject utility in compliance with State and Federal laws and regulations, standards, and agreements; and
- Oversee and coordinate the final documentation and completion of the utility owner relocation work, and review and recommend final payments and closeout.

B12. Right of Way (ROW) Engineering

Offeror shall provide ROW mapping and ROW engineering services as needed in support of the PDB RFP development. ROW tasks include but are not limited to:

- ROW Engineering – Offeror shall obtain title reports and provide appraisal maps (ROW Maps) in conformance with Caltrans District 8 and Caltrans District 12 guidelines and drafting standards to facilitate ROW acquisition, as needed. Prepare ROW Requirements Maps (District 8) and PD-26 (District 12) for approvals. Prepare Legal Descriptions for ROW acquisitions, permanent easements, and temporary construction easements.

B13. ROW Services

Offeror shall support Commission with ROW acquisitions including providing project information and exhibits to assist with appraisals and negotiations.

Draft

C. Tolling Services

C1. General

Offeror to provide general support and oversight for work planned that could impact the existing 91 Express Lanes, including:

- Review and provide comments on the PDB Contractor's design plans that impact toll system infrastructure within the project limits including communications and power conduit duct banks, vaults and roadside cabinets, gantries, overhead signage, CMS, and camera pole installation;
- Coordinate and provide oversight on potential toll system closures as a result of MOT being proposed by the PDB Contractor.

Draft

D. Contracts Management and Procurement Services

Provide contracts management and administration services to monitor performance by the PDB Contractor to the requirements of their contract. This includes Disadvantage Business Enterprise (DBE) subcontracting performance, labor compliance, administration of change management processes, and claims support on behalf of Commission.

In support of Commission, define, prepare, and administer procurements for PDB Contractor, and environmental mitigation contracts, and other procurements required for the Project development and implementation.

Contract management and procurement services include:

D1. Contracts Management

- Provide contracts management services for the overall Project and its various contracts. This includes identification and allocation of staffing resources to accomplish specific contract administration tasks; integration and coordination with the functional groups on contract matters; and attendance at meetings to coordinate contract management-related activities and deliverables with the PDB Contractor and stakeholder entities associated with the Project. Identify contract compliance issues for the PDB Contractor contract, provide analyses, and make recommendations to resolve issues for Commission approval;
- Provide the systems and tools appropriate to track, monitor, document, and report on PDB Contractor, environmental mitigation, and other contracts and the compliance to their respective contracts, and timing of actions, recommendations, and approvals;
- Coordinate and manage additional Commission contracts in connection with environmental mitigation and other contracts related to the Project development and implementation;
- Coordinate and manage contract compliance between Commission and Offeror, providing communications and correspondence in addressing clarifications and amendments. Monitor compliance with Federal, State, and Local agency requirements including:
 - Provide regular updates to audited overhead rates as requested by Commission, including those of Offeror and Offeror's Subconsultants;
 - Demonstrate compliance with Offeror's contract commercial requirements, including invoicing content and format, allowable compensation, schedule adherence, insurance coverage requirements, etc. through submitted documentation; and

- Participate in any audits performed by the Commission, State, or other agencies.
- Schedule, coordinate, and attend meetings to support all Project-related contract administration activities, including, where appropriate, providing agenda, meeting minutes, and action item listings.

D2. Contract Administration

- Establish Project correspondence and communication in coordination with the Commission's policies, procedures, and protocols consistent with the requirements of the PDB Contractor and monitor and track compliance to these requirements;
- Process PDB Contractor correspondence under the Project requirements in a timely manner to support Commission and stakeholder agency approvals;
- Review PDB Contractor contract for compliance to contract commercial requirements. Identify areas of concern and resolve with PDB Contractor;
- Prepare final Project accounting and closeout reports of all reporting and document control systems. Organize all pertinent data, purge all files, and send to document control;
- Prepare the final documentation to release all liens and recommend final payment and release of bonds and retention;
- Provide the systems and tools to provide documentation and tracking of PDB Contractor and Offeror's contract compliance;
- Prepare and issue Commission-directed CCOs in compliance with the PDB Contractor contract requirements. Negotiate final terms with the PDB Contractor and process the CCOs, and seek any necessary external approvals;
- Review and analyze contractor-initiated CCOs by PDB Contractor. Negotiate final terms and process for approval by Commission and other stakeholder agencies, including Caltrans;
- Perform regular review and documentation of PDB Contractor communications for changes and claims, and report to Commission with recommendations and actions; and
- Provide reporting tools and CCO logs to properly track and monitor change notices, CCOs, and claims to identify trends and measure cost and schedule

impacts.

D3. Procurement Services

- General

Under Commission direction, provide broad procurement support for the PDB Contractor, environmental mitigation work, and other contracts necessary to develop, design, build, operate, and maintain the Project. Offeror shall participate in the development of procurement strategy, assist in the development of solicitations by preparing SOWs and technical documents, review and provide input on procurement documents to the Commission and Commission's legal counsel, and coordinate with the Commission's Project Team, consisting of the Commission, Commission's legal counsel, legal advisors, financial advisors, insurance advisors, other consultants, and Caltrans.

- Offeror shall review and understand Commission policies, procedures, and legal requirements related to its procurements;
- Offeror shall coordinate with the Commission's Project Team to:
 - Support, through either direct input or review and comment on documents as appropriate, the preparation by Commission's legal counsel of procurement documents including Requests for Qualifications (RFQs), RFPs, contracts, evaluation criteria, evaluation manuals, and certain procurement correspondence;
 - Maintain adequate practices and procedures to ensure strict adherence to confidentiality agreements by all members of the procurement team, including measures to ensure the security of all procurement-related documents;
 - Develop a detailed work plan for the Project Team's timely development, review of and collaboration on procurement documents;
 - Plan and organize weekly Project Team calls during the development of PDB procurement documents and procurement period;
 - Maintain a complete and accurate official procurement file, including electronic and hard copies;
 - Track, review, and coordinate with the Project Team in the development of responses to questions received from proposers. Assist in the development of addenda to procurement documents;
 - Assist Commission with the evaluation of Statements of Qualifications (SOQ), Proposals (including technical proposals and concepts,

price/cost proposals, and schedules), potential conflicts of interest, conformance with procurement submittal requirements (including insurance, proposal and payment and performance security, and business structure), and other deliverables, including preparation of technical analysis and reports;

- Assist in contract negotiations and the award process following selection; and
 - Participate and help conduct advance industry review meetings and processes (if applicable) and post-shortlisting and selection debriefing meetings; and assist Commission with any protests.
- Offeror, under Commission's direction, shall be directly responsible to:
 - Work with the Project Team to present/identify alternatives, analyze, and make recommendations to the Commission for the structure of its future procurement for a PDB Contractor, to best accomplish the necessary planning, development, design, procurement, and construction, of the Project;
 - Prepare SOWs/technical provisions for the procurements for the PDB Contractor, environmental mitigation work, and other required services for other procurements;
 - Incorporate lessons learned from recent Commission procurements and projects and other relevant projects involving design-build, and progressive design-build; and
 - Prepare necessary technical documents including plans, exhibits, maps, cost estimates, etc. for these same procurements;
 - Plan and prepare various procurement schedules to meet overall Project development and operations and maintenance schedule goals;
 - Plan and coordinate any necessary review of procurement documents with Caltrans, and local agencies;
 - Plan, organize and lead internal team meetings and external meetings with industry and shortlisted proposers related to Commission procurements;
 - Help identify, accumulate, review, index and catalog relevant reference documents for the procurements;
 - Prepare certain correspondence, documentation, and presentations for Commission approval related to procurements and contract awards; and

- Plan, administer, and perform related tasks associated with procurement processes including organizing proposal evaluation teams, internal procurement meeting organization and administration, external industry events and meetings, facility reservations and setup, and related tasks.

D4. Labor Compliance – Disadvantaged Business Enterprise (DBE)

Offeror shall support the preparation of the Project bid/contract specifications containing appropriate and current language concerning State prevailing wage requirements, Federal Davis-Bacon Act requirements and apprentice requirements, and provisions to be included in the PDB Contractor contract, and other contracts, as applicable. Services include responding to contractor comments and providing technical assistance on all labor compliance requirements, as necessary. Labor compliance shall also include:

- Development of a “Federal On-the-Job Training (OJT) Participation” goal, as necessary, and ensure that all required OJT provisions, labor compliance forms, and applicable Federal prevailing wage determinations are included in the applicable contracts;
- Develop processes and procedures for labor compliance functions in accordance with State and Federal requirements and the Caltrans LAPM;
- Develop planned labor compliance activities as part of the PMP, including roles and responsibilities;
- Determine and update the Federal general wage determinations, as necessary, based on wage rate amendments and the Federal “10- Day rule” found under 29 CFR Section 1.6(c) (3);
- Determine applicable State prevailing wage rate determinations
- Prepare a pre-bid meeting checklist designed to facilitate review of all labor compliance requirements including applicable prevailing wage requirements and potential proposers;
- Support the Commission in its compliance with California’s Department of Industrial Relations (DIR) requirements for labor compliance, including:
 - Provide technical guidance and coordinate with Commission to establish the appropriate reporting requirements and information necessary for the DIR to perform labor compliance on the Project;
 - Provide periodic audits of PDB Contractor, and other contractor’s compliance to DIR requirements and information needed for labor compliance monitoring;

- Support Commission with coordinating with DIR, as necessary, on its performance of Project review audits and site interviews; and
- Periodically review with Commission its compliance to State and Federal requirements for labor compliance.
- Observe and monitor PDB Contractor, and other contractors labor relations with labor organizations on behalf of Commission, periodically review labor practices on the Project, and discuss labor issues with the PDB Contractor, and other contractors, as appropriate, to mitigate potential for delays to Project completion. Make recommendations, as appropriate, on resolution of labor issues to Commission;
- Monitor PDB Contractor, and other contractors for compliance to labor code requirements and provisions for labor harmony on the Project;
- Develop a DBE Contractor Performance Plan requirement for inclusion in the applicable contracts;
- Develop an annual DBE reporting update requirement for inclusion in the applicable contracts;
- Consider and develop contract-specific DBE goals for applicable procurements in accordance with Caltrans race-conscious directives;
- Participate in workgroup meetings relative to the development and finalization of all applicable DBE solicitations and contractual provisions;
- Confirm, track and monitor contractor-claimed DBE participation crediting in conformance with 49 CFR Part 26 and Caltrans directives, including Commercially Useful Function (CUF) provisions;
- Conduct Good Faith Efforts reviews of proposers for compliance with all DBE contract-specific goal requirements, as necessary, to determine responsiveness to applicable requirements;
- Review PDB Contractor, and other applicable contractors' DBE reports for accuracy and coordinate with contractors to reconcile discrepancies; and
- Provide oversight of DBE and labor compliance activities of the PDB Contractor, and other applicable contractors and general support to the Commission, including compliance by the contractor with their DBE Performance Plan, and Federal, State, and Local requirements for prevailing wages and Davis-Bacon Act requirements.

D5. Document Controls Management

- Provide and maintain a Commission-Offeror document collaboration portal

for all Project communications;

- Oversee integration of the Commission-Officer electronic document control process, including administration, with the PDB Contractor's document control system once identified;
- Provide document management and control of all PDB Contractor, and other contractor submittals and correspondence. Integrate the PDB Contractor and Commission document management procedures and tools in support of transmittal, submittal processing, and approval requirements. This activity will include all Project documentation for design reviews, Requests for Information (RFIs), and all other submittals. Maintain the tools, filing, storage, and retention of Project documentation.

Draft

E. Project Controls

Provide overall Project controls management, administration, and oversight services related to the cost, scheduling, estimating, and document management requirements for Offeror's contract, and the contracts between the Commission and the PDB Contractor, including the necessary plans, procedures, tools, processes, and tasks for ongoing planning, budgeting, and control of the Project. The specific Project controls activities planned include the following:

E1. Project Controls Management

- Provide review and management of the budget, cost engineering, scheduling, estimating, and document controls processes and procedures. Review the monthly invoices for the PDB Contractor to maintain conformance with the Work Breakdown Structure (WBS) cost structure;
- Provide monthly trend registers, cost, and schedule reports on Project performance, both separate and in conjunction with, the PDB Contractor reporting requirements. Reporting will be provided in an agreed upon format on activities with stakeholder and third-party agencies. Provide any other necessary documentation deemed required to support Project performance monitoring;
- Update and document changes in the Project processes and procedures as provided for in the PMP and submit, as necessary, for reviews and approvals by Commission, Caltrans, and FHWA;
- Perform periodic reviews and analyses of the PDB Contractor cost performance, as appropriate, to determine trends that may result in potential claim situations, and document such analyses and monitor trends; and
- Monitor and report, as necessary, Commission program costs that are external to PCM contract. This will include costs associated with the Project that are incurred through other agreements, in accordance with State, Federal, or Local requirements, or as otherwise defined under the PCM contract.

E2. Cost Engineering

- Prepare monthly invoices for contract services with adequate budget allocation for actual costs incurred; check for compliance to contract compensation requirements; monitor charges to established WBS codes to support cost control and reporting; verify appropriateness of charges; and respond to Commission questions or comments on invoicing;
- Develop budgeting for work tasks for Offeror activities; assign tasks against the WBS; monitor labor charges and expenses for validity and proper coding;

and provide progress and reporting support for internal management and client needs;

- Review monthly invoices/progress payments submitted by the PDB Contractor as to compliance with contract requirements and progress achieved on the Project; and
- Coordinate development of reports related to Commission program costs that are external and internal to the PCM contract. Coordinate with PDB Contractor to develop additional reports, as necessary.

E3. Scheduling

- Prepare and maintain an overall Project schedule and coordinate with Project disciplines, including ROW, to schedule updates and provide monthly reporting to Commission. Include identification and analysis of resource constraints and requirements, as appropriate, and any constraints to costs and cash flow;
- Provide schedule analyses, as required, to address schedule issues and concerns resulting from Project activities, either of Caltrans, Commission, and/or Offeror, or of the PDB Contractor. In addressing issues, determine and recommend recovery actions, including resource and cash flow requirements;
- Review the PDB Contractor design and construction schedule to monitor compliance with their contracts and incorporate their schedules into the master program schedule. Provide analysis and document all schedule changes and their impacts to the baseline schedule, and request and analyze recommendations of PDB Contractor's recovery plan;
- Participate in monthly PDB Contractor scheduling meetings to coordinate respective schedules, identify areas of schedule concern, monitor schedule performance, and track schedule alignment of weekly schedules to Project schedules;
- Schedule, coordinate, and attend meetings, as necessary, to support Project schedule activities, including preparation of agendas, meeting minutes, and action items; and
- Provide monthly schedule reports on Project performance, both separate and in conjunction with, PDB Contractor reporting requirements. Provide any other necessary supports deemed required to support Project performance monitoring.

E4. Cost Estimating

- Offeror shall review the current project cost estimate and budget, and prepare a new cost estimate and firm budget for the PDB Project, including the provision for contingencies and escalations and submit to the Commission for approval. The cost estimate and budget shall be updated quarterly as new information is developed, changes to the budget shall be tracked as variances, and the Commission shall be notified on a prompt and regular basis. Any change or variance from the Project budget will be submitted to the Commission for approval;
- Provide review and analyses of potential CCOs submitted by the PDB Contractor, including presentation of cost and schedule impacts, solutions to mitigate impacts, and recommendations to Commission and other stakeholder agencies for approval; and
- Provide estimating support, as necessary, to review and analyze PDB Contractor changes and value engineering proposals. Provide recommendations to Commission.

F. Construction Management (Phase 1)

- Monitor the PDB Contractor overall planning of construction activities to identify critical milestones and priorities, and to determine budget estimates and staffing requirements for the defined scope and schedule;
- Provide engineering assessment of plans for adequacy of design, particularly with respect to suitability to actual field conditions;
- Perform reviews of PDB Contractor's submittals, to ensure contract compliance and constructability.
- Review all detour, lane closures, temporary access, signing, delineation, and traffic management and control plans for compliance with contract TMP requirements and all safety laws and regulations. Notify any deficiencies to PDB Contractor for their immediate correction and compliance.

EXHIBIT B

Compensation

[attached behind this page]

Draft

EXHIBIT "B"
COMPENSATION

COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
Prime Consultant:		
Parsons	91 ECOP PSM	\$ 7,959,684
Sub Consultants:		
A1	91 ECOP PSM	\$ 208,115
Albert Risk Management		\$ 53,687
Axiom		\$ 608,281
ECORP		\$ 42,832
EGP		\$ 232,046
GCAP		\$ 38,575
Group Delta		\$ 379,968
Unico		\$ 84,242
WSP		\$ 140,822
TOTAL COST		\$9,748,252

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.

AGENDA ITEM 10

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 28, 2025
TO:	Western Riverside County Programs and Projects Committee
FROM:	David Thomas, Toll Project Delivery Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Agreement for the Next Generation Toll Feasibility Study 2.0

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following actions:

- 1) Award Agreement No. 25-31-074-00 to HDR Engineering, Inc. (HDR) for completion of the Next Generation Toll Feasibility Study 2.0 in the amount of \$1,499,245, plus a contingency amount of \$149,925, for a total amount not to exceed \$1,649,170;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services.

BACKGROUND INFORMATION:

At its January 28, 2016, workshop, the Commission adopted a comprehensive Strategic Assessment that evaluated the current and future transportation needs of Riverside County, and proposed several policy actions to prepare the Commission to address those needs. As part of that action, the Commission directed staff to procure a “next generation” toll feasibility study to, “Evaluate new and existing corridors to assess feasibility of tolling...,” recognizing the role that pricing could play in congestion reduction and financing of needed infrastructure improvements. This study became known as the “Next Gen Toll Feasibility Study” (Study).

In 2019, the Study was completed received mixed reviews from Commissioners and the Riverside City Council at the time. The conversion of HOV lanes to tolled Express Lanes without the addition of new capacity was of particular concern. At the direction of the Commission, the 2019 Study was put on the shelf.

At its February 21, 2025, workshop, the Commission directed staff to update the 2019 Study.

DISCUSSION:

According to the Southern California Association of Governments' (SCAG) travel demand model (base year 2018), the population of Western Riverside County is projected to increase by 800,000 by 2045. This is an increase of 42 percent (1.9 million to 2.7 million). Daily vehicle trips are also projected to increase from 4.2 million to 6.0 million by 2045. This results in more segments of corridors identified in the Study to fail or approach failing with travel speeds averaging below 30 mph in some places and below 40 mph in others during peak periods. Truck trips are also projected to continue to place additional demand on the highway network with an increase in warehousing and logistics operations. Analyzing this data has resulted in the need to evaluate potential projects and consider studies that can help identify options to prevent these vital corridors from failing and keep residents moving throughout the County.

The Commission-approved 2024 Traffic Relief Plan (TRP) identified a series of highway projects on the 91, 60, and 215 corridors to help reduce traffic congestion. As part of the outreach for the TRP, staff met with city of Riverside staff and council members as well as city of Moreno Valley staff to gather input on their priority projects. The conversations also included re-evaluating potential Express Lanes within these cities. These conversations, including a public presentation on November 14, 2024, to the Riverside City Council's Mobility & Infrastructure Committee, yielded a consensus to proceed with updating the Next Gen Toll Feasibility Study. Following robust discussion at the February 21, 2025 Commission Workshop, the Commission authorized staff to proceed with updating the Study and directed staff to return to the Commission with the results.

Next Gen Toll Feasibility Study 2.0

To provide a reliable travel option to improve mobility in the future for Western Riverside County where funding is lacking for significant capital investments, the "Next Gen Toll Feasibility Study 2.0" (Study 2.0) would aim to address the following goals:

1. Consider additional new capacity where HOV lane conversion is necessary;
2. Provide continuous connectivity to the existing Express Lanes network on SR-91;
3. Ensure phased implementation of future projects does not increase congestion at termination points;
4. Update project cost estimates and financial feasibility for today's environment;
5. Estimate what toll rates could be;
6. Identify potential VMT mitigation and equity programs; and
7. Engage cities and Caltrans throughout the development of the study.

The proposed limits of Study 2.0 are shown in Figure 1 followed by the details for each component. Staff from the cities of Riverside and Moreno Valley, along with Caltrans provided input into the updated scope for the Study 2.0.



Figure 1 – Next Generation Toll Feasibility Study 2.0

Component 1	60/215 Riverside-Moreno Valley-Perris
<ul style="list-style-type: none"> - 1 HOV lane conversion to EL on I-215 from SR 91 to SR 60 - 1 new EL on I-215 from SR 91 to SR 60 - 1 HOV lane conversion to EL on SR 60 from I-215 to Gilman Springs Road - 1 new truck/operational lane on SR 60 from Frederick St to Gilman Springs Road - 1 new EL on I-215 from SR 60 to Nuevo Rd (fulfills a Measure A commitment) 	
Component 2	91 through Downtown Riverside
<ul style="list-style-type: none"> - 1 HOV lane conversion to EL on SR 91 from I-15 to I-215 - 1 new EL on SR 91 from I-15 to I-215 (fulfills a Measure A commitment between I-15 and Pierce St) 	
Component 3	91/215 EL Direct Connector
<ul style="list-style-type: none"> - 1 new EL Direct Connector from EB 91 to SB 215 - 1 new EL Direct Connector from NB 215 to WB 91 	

Procurement Process

Pursuant to Government Code 4525 et seq, selection of architect, engineer, and related services shall be on the basis of demonstrated competence and on professional qualifications necessary for the satisfactory performance of the services required. Therefore, staff used the qualification method of selection for this procurement. Evaluation criteria included elements such as firm experience and stability, staffing and project organization, project understanding and approach,

and the ability to respond to the requirements set forth under the terms of the request for qualifications (RFQ).

RFQ No. 25-31-074-00 for Next Generation Toll Feasibility Study 2 (Project) was released by staff on April 7, 2025. The RFQ was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Through PlanetBids, eight firms downloaded the RFQ, and one of these firms is located in Riverside County. A pre-submittal conference was held on April 17, 2025, and attended by 17 firms. Staff responded to all questions submitted by potential proposers prior to the April 28, 2025, clarification deadline.

Two firms, HDR Engineering, Inc. (Riverside, CA) and HNTB Corporation (Ontario, CA), submitted responsive and responsible statements of qualifications prior to the 2:00 p.m. submittal deadline on May 19, 2025. Utilizing the evaluation criteria set forth in the RFQ, the firms were evaluated and scored by an evaluation committee comprised of Caltrans, City of Riverside and Commission staff.

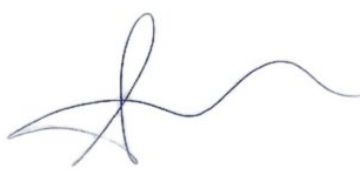
Based on the evaluation committee's assessment of the written statement of qualifications and pursuant to the terms of the RFQ, the evaluation committee shortlisted and invited both firms to the interview phase of the evaluation and selection process. Interviews were conducted on June 25, 2025.

As a result of the evaluation process, the evaluation committee recommends contract award to HDR Engineering, Inc. for the Project, as this firm earned the highest total evaluation score.

As part of the procurement process for architectural and engineering services, the contract is subject to a pre-award audit by the Commission's internal auditor. The proposed cost is \$1,499,245 and may change slightly as a result of the pre-award audit. Staff recommends award of Agreement No. 25-31-074-00 to HDR Engineering, Inc. for the Project in the amount of \$1,499,245, plus a contingency amount of \$149,925, and a total amount not to exceed \$1,649,170. Staff also recommends authorization for the Chair or Executive Director 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.

FISCAL IMPACT:

The following table summarizes the expenditures associated with this item and related funding sources.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26 FY 2026/27	Amount:	\$1,000,000 \$649,170
Source of Funds:	Measure A			Budget Adjustment:	No
Project /GL Accounting No.:	683045 81501 00000 0000 268 67 81501				\$1,649,170
Fiscal Procedures Approved:				Date:	07/18/2025

Attachment: Draft Agreement No. 25-31-074-00 with HDR

**PROFESSIONAL SERVICES AGREEMENT
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
HDR ENGINEERING, INC FOR
NEXT GENERATION TOLL FEASIBILITY STUDY (2) SERVICES**

Parties and Date.

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

Recitals.

- A. On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").
- B. Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.
- C. On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.
- D. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Next Generation Toll Feasibility Study (2) 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 Next Generation Toll Feasibility Study (2) ("Project"), as set forth in this Agreement.

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the professional Next Generation Toll Feasibility Study (2) 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. Commission has authorized Consultant to commence performance of the Services by a "Notice to Proceed". Consultant agrees that Services already performed pursuant to the "Notice to Proceed" shall be governed by all the provisions of this Agreement, including all indemnification and insurance provisions.

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

6. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are as follows: **Mark Hager, David Ungemah, Darren Henderson, Diwu Zhou, Jason Pack and Brian Smith.**

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 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 The method of payment for this Agreement will be based on actual cost plus a fixed fee. Commission shall reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the Services. Except as expressly set forth in subparagraph (a) below, Consultant shall not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant cost proposal attached hereto as Exhibit "C" and incorporated herein by reference ("Cost Proposal") unless additional reimbursement is provided for by a written amendment. In no event shall Consultant be reimbursed for overhead costs at a rate that exceeds Commission's approved overhead rate set forth in the Cost Proposal. In the event that Commission determines that a change to the Services from that specified in the Cost Proposal and this Agreement is required, the contract time or actual costs reimbursable by Commission shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Section 17.10 shall not be exceeded, unless authorized by a written amendment. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(a) Annual Escalation. Price escalation in the not to exceed amount of **5 %** may be applied to the hourly rates set forth in Exhibit "C" twelve (12) months after the effective date of this Agreement and annually thereafter. Consultant shall notify Commission prior to submitting an invoice that includes rates escalated in accordance with this provision.

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

17.3 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee of **eighty thousand one hundred seventy-eight dollars (\$80,178)**. The fixed fee is nonadjustable for the term of this Agreement, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

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

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

17.6 Progress payments shall be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee shall be included in the monthly progress payments. Consultant shall not be entitled to and shall forfeit any portion of the fixed fee not earned as provided herein.

17.7 If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, Commission shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 19 Termination.

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

17.9 Consultant shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by Commission's Contract Administrator of undisputed, itemized invoices in triplicate. Invoices shall be submitted no later than 30 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due Commission including any equipment purchased under the Equipment Purchase provisions of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to Commission's Contract Administrator at the following address:

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

17.10 The total amount payable by Commission including the fixed fee shall not exceed **One million four hundred ninety-nine thousand two hundred forty-four (\$1,499,244)**

17.11 Salary increases shall be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by Commission's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

17.12 Consultant shall not be reimbursed for any expenses not included in the approved Cost Proposal unless authorized in writing by the Commission's Contract Administrator.

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

17.14 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.

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 of care established herein. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

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

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

19.8 Consultant may not terminate this Agreement except for cause.

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

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, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the

Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

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

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

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 and its 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, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

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

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

(c) Workers' Compensation and Employers Liability Coverage.

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

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

(d) All Coverages.

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

(ii) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission and its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

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

(iv) 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.

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

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:

HDR Engineering, Inc. (HDR)
2280 Market Street, Suite 100
Riverside, CA 92501
Attn: Mark Hager

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	CONSULTANT HDR Engineering, Inc. By: _____ Signature _____ Name _____ Title ATTEST: By: _____ Its: _____
---	---

* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT “A”

SCOPE OF SERVICES

[attached behind this page]

Draft

Background

2019 Next Generation Toll Feasibility Study

At its January 28, 2016, Workshop, the Commission adopted a comprehensive Strategic Assessment that evaluated the current and future transportation needs of Riverside County, and proposed several policy actions to prepare the Commission to address those needs. As part of that action, the Commission directed staff to procure a “next generation” toll feasibility study to, “Evaluate new and existing corridors to assess feasibility of tolling...,” recognizing the role that pricing could play in congestion reduction and financing of needed infrastructure improvements. This study became known as the “Next Gen Toll Feasibility Study” (Study). See Attachment 1 and associated attachments.

In 2019, the Study was completed and recommended four potential Express Lane (EL) projects for further development in Western Riverside County (see Figure 1).



Figure 1 – 2019 Next Gen Toll Feasibility Study Corridor Rankings

The Study ranked these potential projects based on financial feasibility considering the cost of each project and the potential toll revenue that could be generated to contribute toward project financing and considering the cost of operations, maintenance, and debt service. The details and ranking of each potential project are listed below from highest to lowest financial feasibility ranking.

Rank	Project Description
Rank 1:	60/215 Riverside-Moreno Valley (Option 1)
	<ul style="list-style-type: none"> - 1 HOV lane conversion to EL on I-215 from SR 91 to SR 60 - 1 new EL on I-215 from SR 91 to SR 60 - 1 HOV lane conversion to EL on SR 60 from I-215 to Redlands Blvd - 1 new EL on I-215 from SR 60 to Van Buren Blvd
Rank 2:	91 through Downtown Riverside
	<ul style="list-style-type: none"> - 1 HOV lane conversion to EL on SR 91 from I-15 to I-215
Rank 3:	60/215 Riverside-Moreno Valley (Option 2)
	<ul style="list-style-type: none"> - 1 HOV lane conversion to EL on I-215 from SR 91 to SR 60 - 1 HOV lane conversion to EL on SR 60 from I-215 to Redlands Blvd
Rank 4:	60 Jurupa Valley-Riverside
	<ul style="list-style-type: none"> - 1 HOV lane conversion to EL on SR 60 from I-15 to SR 91 - 1 new EL on SR 60 from I-15 to SR-91

The 2019 Study received mixed reviews from Commissioners and the Riverside City Council at the time. The conversion of HOV lanes to tolled Express Lanes without the addition of new capacity was of particular concern. At the direction of the Commission, the 2019 Study was put on the shelf.

Future Travel Demand in Western Riverside County

According to the Southern California Association of Governments' (SCAG) travel demand model (base year 2018), the population of Western Riverside County is projected to increase by 800,000 by 2045. This is an increase of 42 percent (1.9 million to 2.7 million). Daily vehicle trips are also projected to increase from 4.2 million to 6.0 million by 2045. This results in more segments of corridors identified in the Study to fail or approach failing with travel speeds averaging below 30 mph in some places and below 40 mph in others during peak periods. Truck trips are also projected to continue to place additional demand on the highway network with an increase in warehousing and logistics operations. Analyzing this data has resulted in the need to evaluate potential projects and consider studies that can help identify options to prevent these vital corridors from failing and keep residents moving throughout the County.

Current Express Lanes Environment

Although capacity improvements on the State Highway system are challenging in the current environment, California transportation agencies continue to move forward with

Express Lanes projects. Figure 2 below depicts the current status of projects underway within Southern California contributing to a significant network for mobility in the future. Caltrans also currently released Deputy Directive DD-43-R2 which continues to support Express Lanes development, however, recognizing additional requirements to be included in Express Lanes studies.

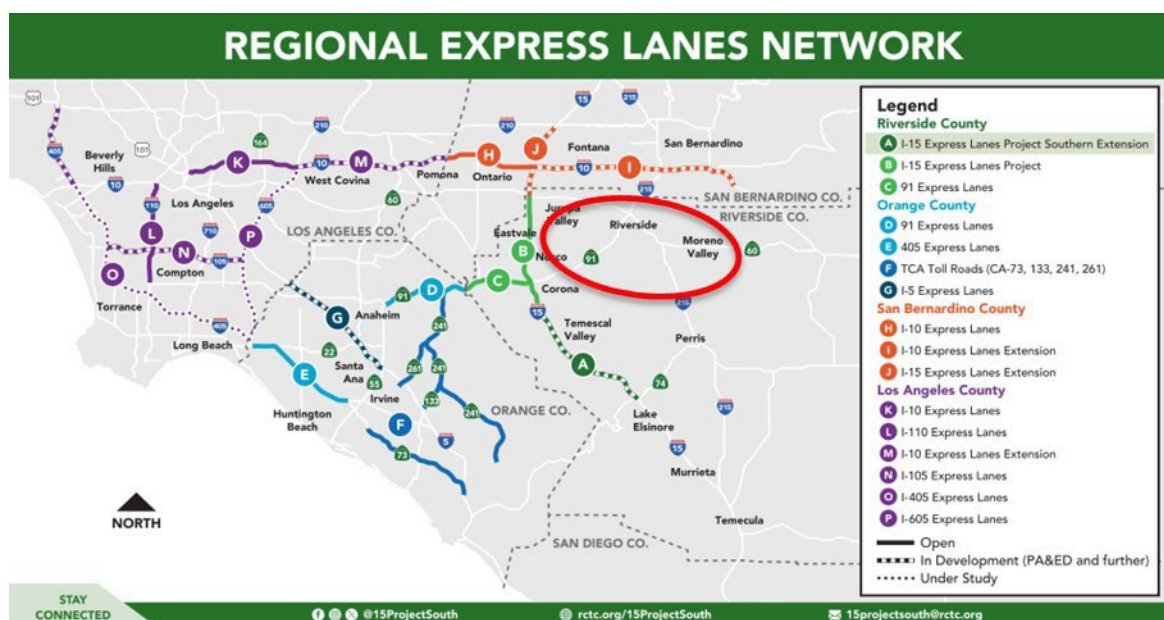


Figure 2 – Southern California Express Lanes Network

Next Generation Toll Feasibility Study 2.0

The Commission-approved 2024 Traffic Relief Plan (TRP) identified a series of highway projects on the 91, 60, and 215 corridors to help reduce traffic congestion. As part of the outreach for the TRP, staff met with city of Riverside staff and council members as well as city of Moreno Valley staff to gather input on their priority projects. The conversations also included re-evaluating potential Express Lanes within these cities. These conversations, including a public presentation on November 14, 2024, to the Riverside City Council's Mobility & Infrastructure Committee, yielded support to proceed with updating the Next Generation Toll Feasibility Study. At its February 2025 workshop, the Commission unanimously approved moving forward with updating the Next Generation Toll Feasibility Study as presented and described below.

The "Next Generation Toll Feasibility Study 2.0" (Study 2.0) would aim to address the following goals:

1. Consider additional new capacity where HOV lane conversion is necessary;
2. Provide continuous connectivity to the existing Express Lanes network on SR-91;
3. Ensure phased implementation of future projects does not increase congestion at termination points;

4. Update project cost estimates and financial feasibility for today's environment;
5. Estimate what toll rates could be;
6. Identify potential VMT mitigation and equity programs; and
7. Engage cities and Caltrans throughout the development of the study.

The proposed limits of Study 2.0 are shown in Figure 3 followed by the details for each component.



Figure 3 – Next Generation Toll Feasibility Study 2.0

Component 1: 60/215 Riverside-Moreno Valley-Perris

- 1 HOV lane conversion to **EL** on I-215 from SR 91 to SR 60
- 1 new **EL** on I-215 from SR 91 to SR 60
- 1 HOV lane conversion to **EL** on SR 60 from I-215 to Gilman Springs Road
- 1 new truck/operational lane on SR 60 from I-215 to Gilman Springs Road
- 1 new **EL** on I-215 from SR 60 to Nuevo Rd (fulfills a Measure A commitment)

Component 2: 91 through Downtown Riverside

- 1 HOV lane conversion to **EL** on SR 91 from I-15 to I-215
- 1 new **EL** on SR 91 from I-15 to I-215 (fulfills a Measure A commitment between I-15 and Pierce St)

Component 3: 91/215 EL Direct Connector

- 1 new **EL Direct Connector** from EB 91 to SB 215
- 1 new **EL Direct Connector** from NB 215 to WB 91

Staff from the cities of Riverside and Moreno Valley, along with Caltrans provided input into the updated scope for the Study 2.0.

Other Study Questions:

- What sequence of construction makes the most sense?
- Where should access be provided?
- Can Express Lanes be designed to not degrade GP lanes and local streets?
- Can two lanes be constructed on SR-91 without significant impact to residents and businesses?
- Can a truck lane or operational lane be added to I-215 between SR-91 and SR-60?
- Are there other operational improvements to consider on any of these routes?
- Is a direct connector from SR-91 to I-215 feasible?
- Should GP conversion lane alternatives be studied or ruled out?
- What does future travel on these corridors look like without and with these improvements?
- How to get Caltrans approval of geometric drawings developed?

SCOPE OF WORK (SOW)

General

The Commission requires professional services to provide the Next Generation Toll Feasibility Study 2.0 (Study 2.0). Study 2.0 services include geometric, roadway, and structural preliminary engineering, realistic cost estimating, VMT impact and mitigation assessment, equity analysis, traffic forecasting and modeling, toll revenue forecasting, financial modeling, and toll project feasibility assessment. The Offeror will provide the Commission with the agreed upon staff, resources, and expertise to complete the Study 2.0 services.

This SOW was written with the intent to generally describe services to be provided by the Offeror. The Commission desires that Offerors propose specific deliverables in their Statement of Qualifications to efficiently accomplish the goals of the Study 2.0 and to demonstrate their experience with comparable work.

Given the nature of these Study 2.0 services, the SOW and/or deliverables may change somewhat during the work. The Commission is open to pre-approved SOW and/or deliverable changes provided they improve the value of the work and remain within the Study 2.0 budget and schedule to complete.

The Commission-approved budget for this Study 2.0 is \$1,500,000. The Commission desires to have the final deliverable completed by January 2027. The Offeror should structure their proposed SOW, delivery schedule, staffing level, direct expenses, and total billings to meet the Commission's budget and final deliverable schedule.

Offeror should establish key study criteria and assumptions early in the engagement to reach alignment with Commission staff. Key study criteria and assumptions include:

- Proposed overall study schedule milestones
- Proposed approach and detailed schedule of engagement with the Commission's Board and external stakeholders including Caltrans and cities of Riverside and Moreno Valley staff. Final recommendations to the RCTC Commission are planned for February 2027.
- Use of existing, available information vs. generation of new information
- Specific toll policy goals, toll policies, toll business rules, and O&M assumptions
- Concept and use of stand-alone toll projects vs. a toll network
- Appropriate level and assumptions related to engineering, cost estimating, VMT assessments, equity analysis, traffic modeling, toll revenue forecasting, and financial modeling
- Format and content of specific deliverables including reports and presentations
- Use of the Commission's Regional Operations Center in Corona for all future toll operations and maintenance services including customer service, back office, and traffic management center activities

Preliminary Engineering

Offeror to perform preliminary engineering for each study corridor including roadway geometrics and typical section(s), toll ingress/egress locations and tolling points, overhead sign concept plans, structural engineering to determine likely bridge types, etc. Offeror to identify major constraints or impacts to the existing freeway corridors including right-of-way, environmental, utilities, drainage facilities, existing freeway improvements, etc. that would have a significant impact on achieving design standards. Offeror to develop geometric review drawings including corridor feasible cross-sections for Caltrans approval of decision documents that encompass the geometric features adopted for each corridor (see Attachment 2 - Sample I-10 Express Lanes Decision Document). Periodic engagement with Caltrans, City of Riverside, and City of Moreno Valley staff is anticipated.

Deputy Directive 43-R2 Compatibility

Offeror to develop Study 2.0 to incorporate elements required by Caltrans Deputy Directive 43-R2 including VMT impact assessments, Equity Analysis, and conversion lane assessment. RCTC will work with the Offeror to identify potential VMT mitigation, however, Offeror shall provide expertise to advise on the magnitude of VMT mitigation that will be required for each potential project. Equity analysis guidelines are not currently available from Caltrans. Offeror to develop a reasonable approach to meet this new requirement. It is not anticipated that a full assessment of general purpose lane conversion alternatives will be required, however, Offeror shall provide rationale with supporting documentation to support this decision. If conversion lane alternatives appear to be feasible, this scope may be added to Study 2.0 at a later date.

Project Implementation Phasing

Offeror to develop a project implementation phasing plan to identify independent utility and logical termini for individual projects as well as the logical sequencing of delivery considering greatest need for congestion relief, financial feasibility, and traffic impacts associated with uncompleted future project phases.

ROW Impacts

Offeror to develop feasible geometrics that aim to minimize ROW impacts. Where ROW impacts are unavoidable, offeror will quantify and classify types of ROW impacts in support of cost estimates and informing the Commission as a factor in deciding to proceed with each identified project.

Cost Estimating

Offeror to estimate capital costs for all applicable project development services, toll system installation, and construction including all project initiation documents, environmental documentation, preliminary engineering, final design, financial advisory services, financing costs, traffic and revenue services, legal advisory services, agency staffing, project management services, construction management services, toll planning services, toll system installation, toll system integration, toll system testing and commissioning, civil construction, etc. Costs will be based on the feasibility geometrics that receive Caltrans acceptance.

Offeror to estimate annual and long-term operations and maintenance costs including toll lane system maintenance, back office software and hardware maintenance, traffic operations center monitoring and incident coordination, toll transaction processing, violations processing, customer service center services, CHP enforcement services, freeway service patrol services, routine roadway maintenance (e.g. debris removal, channelizer replacement), life-cycle toll system upgrade/replacement (e.g. readers, cameras, servers, software, monitors, etc.), life-cycle pavement rehabilitation/replacement

Traffic Modeling

Offeror to perform traffic modeling to identify existing and future travel demand, travel patterns, and traffic volumes. Offeror to integrate the proposed toll project improvements into the traffic model to determine the travel/traffic impacts. Corridor travel times will be compared for future build and no build conditions for an opening year and future build year (eg. 2035, 2055).

RCTC desires that traffic simulation modeling will be performed at key interfaces between the proposed express lanes and general purpose lanes such as ingress/egress locations and project termination points. Traffic simulation at termination points will inform/validate project phasing with the goal of minimizing impacts to general purpose lanes traffic flow. Traffic simulation will also inform additional operational improvements that should be considered at ingress/egress locations or in general. The offeror should recommend a traffic simulation modeling approach that balances efficient use of available Study 2.0 budget and the goals of RCTC.

Toll Revenue Forecasting and Financial Modeling

RCTC will utilize the Study 2.0 Toll Revenue Forecast and Financial Modeling to guide decisions on likely projects that can finance substantial project capital costs. This forecast will not be used as recommendation, guidance, reliance, or reference for financial investment decisions. Any determination to pursue financial investment will involve a separate Investment Grade Revenue forecast conducted by a qualified firm.

Offeror to forecast future toll transactions and toll transaction revenue based on current and projected socio-economic factors (e.g. number of households, employment, population, etc.), traffic modelling volumes, and other necessary inputs. If deemed necessary to compare potential projects, Offeror to forecast account-based revenue, violation revenue, uncollectible revenue/revenue leakage.

Offeror to create a financial model incorporating various inputs including capital costs, operating costs (e.g. annual operating and maintenance costs, toll system life cycle upgrade costs, pavement life cycle rehabilitation costs, etc.), revenue (e.g. toll transaction revenue, account-based revenue, violation revenue, etc.), reserve accounts (e.g. financing, O&M), project delivery schedule, debt structure, debt service, interest rates, etc.

Offeror to estimate for each potential project the extent that the projected toll revenue could pay for annual operating and maintenance costs, life cycle costs, and borrowed against to pay for up-front capital costs.

Offeror's financial model will need to be provided to Commission staff in its native/original working format. The working financial model details will need to be presented and provided in a transparent manner to Commission staff.

Project Management, Project Controls, and Administration

Offeror shall:

- Cooperate and coordinate with Commission staff and other Commission consultants and advisors
- Plan, schedule, and conduct or attend meetings, as required, and provide all necessary meeting materials (i.e., agendas, minutes, action items, presentations, reports and documents) necessary to support meetings and other activities
- Provide project controls management and contract administration services for Offeror's contract
- Report progress monthly as part of the invoicing process

Attachments:

Attachment 1 – 2019 Next Generation Toll Feasibility Study (and associated exhibits)

Attachment 2 – Sample I-10 Decision Document

EXHIBIT “B”
SCHEDULE OF SERVICES

[attached behind this page]

Draft

Delivery Schedule and Staffing and C.6 Proposed Staffing Plan

Our comprehensive project delivery approach is aligned with our Analytical Framework and illustrates our overall implementation strategy to advance the completion of Study 2.0. HDR's initial delivery schedule is shown in Figure C.2. Our Staffing Plan illustrates the estimated time, staffing levels, and labor distribution needed to successfully complete each of the Study's major tasks. HDR is fully committed to provide the necessary labor commitments to complete this work as shown below.

Figure C.2 HDR's Delivery Schedule and Proposed Staffing Plan

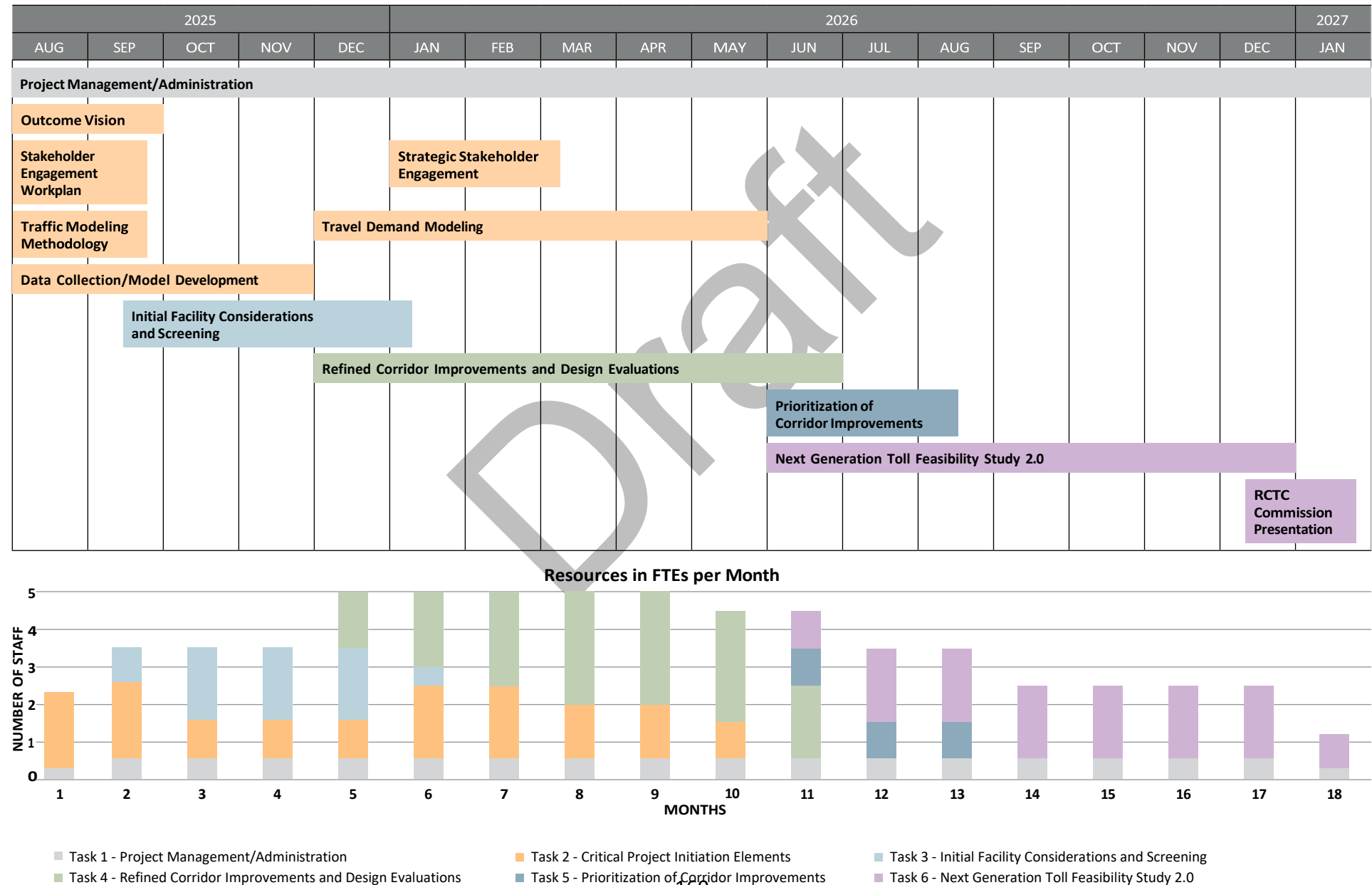


EXHIBIT “C”
COMPENSATION PROVISIONS

[attached behind this page]

Draft

EXHIBIT "C"

COMPENSATION SUMMARY¹

FIRM	PROJECT	COST
Prime Consultant:		
HDR ENGINEERING, INC.	Next Generation Toll Feasibility Study 2	\$ 884,800.41
Sub Consultants:		
ECONorthwest		\$ 79,036.17
Fehr & Peers		\$ 269,726.13
GHD, Inc.		\$ 245,866.89
Westbound Communications, Inc.		\$ 19,814.40
TOTAL COSTS		\$ 1,499,244

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.