



MEETING AGENDA

Western Riverside County Programs and Projects Committee

Time: 1:30 p.m.
Date: June 26, 2023
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

Brian Berkson, **Chair**/Armando Carmona, City of Jurupa Valley
Wes Speake, **Vice Chair** / Jim Steiner, City of Corona
Sheri Flynn / Rick Minjares, City of Banning
Clint Lorimore / Todd Rigby, City of Eastvale
Linda Krupa / Malcolm Lilienthal, City of Hemet
Bill Zimmerman / Dean Deines, City of Menifee
Berwin Hanna / Katherine Aleman, City of Norco
Michael Vargas / Rita Rogers, City of Perris
Chuck Conder / Patricia Lock Dawson, City of Riverside
Joseph Morabito, / Ashlee DePhillippo, City of Wildomar
Kevin Jeffries, County of Riverside, District I
Karen Spiegel, County of Riverside, District II

STAFF

Anne Mayer, Executive Director
Aaron Hake, 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, June 26, 2023

BOARD ROOM

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

TELECONFERENCE SITE

LARGE CONFERENCE ROOM

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

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 – MAY 22, 2023

Page 1

7. **AGREEMENT FOR FREEWAY SERVICE PATROL TOW TRUCK SERVICE**

Page 6

Overview

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

- 1) Award Agreement No. 23-45-060-00 to Royal Coaches Auto Body and Towing (Royal Coaches) for Freeway Service Patrol (FSP) tow truck services on Interstate 15, Beat No. 35, for a five-year term, in the amount of \$3,150,630, plus a contingency amount of \$157,540 for a total amount not to exceed \$3,308,170;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to approve the use of the contingency amount as may be required for these services.

8. AMENDMENT TO AGREEMENT WITH PARSONS TRANSPORTATION GROUP TO PROVIDE PLANS, SPECIFICATIONS, AND COST ESTIMATES SERVICES AND AMENDMENT TO AGREEMENT WITH FALCON ENGINEERING SERVICES TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR STATE ROUTE 71/STATE ROUTE 91 INTERCHANGE IMPROVEMENT PROJECT

Page 56

Overview

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

- 1) Approve Agreement No. 11-31-110-17, Amendment No. 17 to Agreement No. 11-31-110-00, with Parsons Transportation Group Inc. (Parsons) for preparation of plans, specifications, and cost estimates (PS&E) for construction of State Route 71/State Route 91 Interchange Improvements Project (Project), in the amount of \$991,075, plus a contingency amount of \$110,000, for an additional amount of \$1,101,075, and a total amount not to exceed \$15,268,100;
- 2) Approve Agreement No. 21-31-012-01, Amendment No. 1 to Agreement No. 21-31-012-00, with Falcon Engineering Services Inc. (Falcon) for construction management (CM) services, materials testing, construction surveying and public outreach for the Project for an additional amount of \$2,021,453, and a total amount not to exceed \$20,221,453;
- 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 the use of the contingency amount as may be required for the project.

9. AGREEMENT FOR SECURITY GUARD SERVICES AT COMMISSION OWNED COMMUTER RAIL STATIONS

Page 110

Overview

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

- 1) Award Agreement No. 23-24-050-00 to Universal Protection Services, LP (Universal) for the provision of security services at the Commission owned Commuter Rail stations for a three-year term, and two one-year options to extend the agreement, in an amount of \$21,450,000, plus a contingency amount of \$1,072,500 for a total amount not to exceed \$22,522,500;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement, including option years, 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.

10. EXECUTIVE DIRECTOR REPORT

11. COMMISSIONER COMMENTS

Overview

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

12. ADJOURNMENT

The next Western Riverside County Programs and Projects Committee meeting is scheduled to be held at **1:30 p.m., Monday, July 24, 2023.**

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE

Monday, May 22, 2023

MINUTES

1. CALL TO ORDER

The meeting of the Western Riverside County Programs and Projects Committee was called to order by Vice Chair Wes Speake at 1:32 p.m. Teleconference site: Large Conference Room, French Valley Airport, 37600 Sky Canyon Drive, Murrieta, CA.

2. ROLL CALL

Members/Alternates Present

Armando Carmona
Berwin Hanna
Kevin Jeffries
Malcolm Lilienthal*
Clint Lorimore
Joseph Morabito
Wes Speake
Bill Zimmerman*

Members Absent

Chuck Conder
Sheri Flynn
Karen Spiegel
Michael Vargas

*Joined the meeting at the French Valley teleconference location.

3. PLEDGE OF ALLEGIANCE

Commissioner Clint Lorimore 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.

M/S/C (Morabito/Hanna) to approve the minutes as submitted.

6. APPROVAL OF MINUTES – APRIL 24, 2023

Abstain: Carmona

7. 2023 WESTERN RIVERSIDE COUNTY REGIONAL ARTERIALS CALL FOR PROJECTS FUNDING RECOMMENDATIONS

Jillian Guizado, Planning and Programming Director, presented a detailed overview of the 2023 Western Riverside County Regional Arterials Call for Projects funding recommendations. She displayed the 2023 Western Riverside County Regional Arterials Call for Projects funding recommendation table that was included as Attachment 1 in the agenda.

Vice Chair Speake noted it was a great presentation and a great list of projects as well.

In response to Commissioner Joseph Morabito's request for some additional information as the city of Wildomar was mentioned in the agenda, Jillian Guizado clarified in terms of what the recommendation is for the city of Wildomar.

Commissioner Morabito concurred and clarified after the committee votes it will go to the full Commission for approval and if that means it is in the pipeline.

Jillian Guizado concurred and stated once it goes to the June 14 Commission meeting if it is approved as staff recommends then he will be seeing it at city council for RCTC to be able to enter into a funding agreement with the city of Wildomar and then it will be up to the city to get those projects going.

Commissioner Armando Carmona stated the State Route 60/Rubidoux Boulevard Interchange project for the city of Jurupa Valley is crossed off and asked for additional information and for the status of that project in the future.

Jillian Guizado replied that city management wanted staff to proceed with submitting the application despite the environmental phase not being eligible under the call for projects guidelines. Staff understands and acknowledges that interchange needs to move forward but unfortunately the decision was made by the subcommittee and with the approval of the release of the call for projects in February by the Commission that the environmental phase would not be eligible for funding under the call for projects. Hopefully the city of Jurupa Valley can find the additional needed funds to advance the project through the environmental phase as she understands the project study report is complete. Once this project is ready for design staff wants to see this project come back through this call for projects. She stated something else that is helpful in conducting these calls for projects even for projects that are not selected for funding is that it helps staff to be aware of what is out there and what the priorities are for their cities. Staff will be keeping an eye out for

fund sources they would be able to send over to city staff and recommend that they pursue particularly on a competitive basis. Commissioner Carmona clarified it is on the city to identify for the environmental report and asked what the costs are for that. Jillian Guizado replied that their application was for \$3.5 million was the project costs for environmental.

Commissioner Clint Lorimore expressed appreciation for the presentation and to the committee for the hard work on this. Commissioner Lorimore then made a motion for approval to staff recommendation.

M/S/C (Lorimore/Jeffries) to:

- 1) Approve the funding recommendations in Attachment 1 for 2009 Western Riverside County Measure A Regional Arterial (MARA) and Transportation Uniform Mitigation Fee (TUMF) Regional Arterial funds;**
- 2) Direct staff to prepare and execute funding agreements with the project sponsors to outline the project schedule and local funding commitments; and**
- 3) Authorize the Executive Director to execute the funding agreements with the project sponsors, pursuant to legal counsel review.**

Abstain: Carmona

8. AGREEMENTS FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES, MATERIALS TESTING, AND CONSTRUCTION SURVEYING SERVICES FOR THE CONSTRUCTION OF COMMUTER RAIL STATION CAPITAL IMPROVEMENT PROJECTS

Commissioner Jeffries made a motion for approval to staff recommendation and Commissioner Lorimore seconded.

M/S/C (Jeffries/Lorimore) to:

- 1) Award the following agreements to provide on-call construction management services, materials testing, and construction surveying services (collectively, CM services) for the construction of commuter rail station capital improvement projects for a three-year term, and one, two-year option to extend the agreements, in an amount not to exceed an aggregate value of \$8 million;**
 - a) Agreement No. 23-33-047-00 to AECOM Technical Services, Inc.;**
 - b) Agreement No. 23-33-069-00 to Jacobs Project Management Co.;**
 - c) Agreement No. 23-33-070-00 to Kleinfelder Construction Services, Inc.;**
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements, including option years, on behalf of the Commission; and**

- 3) Authorize the Executive Director, or designee, to execute task orders awarded to the consultants under the terms of the agreements.**

9. FISCAL YEAR 2022/23 LOW CARBON TRANSIT OPERATIONS PROGRAM RESOLUTION

Sheldon Peterson, Rail Manager, provided a detailed overview for the Fiscal Year 2022/23 Low Carbon Transit Operations Program resolution for adoption.

In response to Commissioner Carmona's question when will the program go into effect, Sheldon Peterson replied they have been working on the project development for a while and trying to get through all the technical issues to make sure that everything is ready to go with the mobile transfers, so they are hoping to get it ready by the end of summer 2023. Since they have the funding approved last year for building the program staff will probably bring back to the committee and the Commission some of the details and the marketing to highlight the program and will make some big outreach efforts and announcements when it is ready.

Commissioner Bill Zimmerman stated that the Commission allocated \$2 million last year and are adding another \$1 million now and both Commissioner Malcolm Lilienthal and he were curious about how much was utilized and spent last year with the initial \$2 million.

Sheldon Peterson replied they have multiple years to use it so at this point they have only used nominal administration fees maybe \$10,000 to \$20,000 so they do have this bulk of funds ready to issue the free tickets for riders as soon as the program launches at end of summer 2023. They will learn what that drawdown rate is and are being optimistic they can reach a lot of people and they will be able to utilize that \$2.4 million to get people on the trains.

In response to Commissioner Lilienthal's question about how they are going to advertise to the residents, Sheldon Peterson replied they do work through their communications system and not only are they going to coordinate locally through IE Commuter that does a lot of outreach they also have consultant support where they can do some additional marketing as well. He would like to coordinate with all the cities to make sure they can get information in their cities if they have broadcast staff can present at their meetings and noted any suggestions staff is open to, but they are going to do a full court press to get this information out. RCTC is also partnering with the County of San Bernardino so they will be able to do joint marketing and they will be able to use this program for their residents with their own funding as well.

Vice Chair Speake expressed appreciation and stated he would volunteer his city to be one of the first cities if they are doing so.

M/S/C (Speake/Hanna) to:

- 1) Adopt Resolution No. 23-003 "Authorization for the Execution of the**

Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program for the Riverside County Free Rail Pass Program in the amount of \$1,007,009”.

10. EXECUTIVE DIRECTOR REPORT

There were no reports from the Executive Director.

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 at 1:53 p.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Lisa", with a long horizontal flourish extending to the right.

Lisa Mobley
Administrative Services Director/
Clerk of the Board

AGENDA ITEM 7

| <i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i> | |
|--|--|
| DATE: | June 26, 2023 |
| TO: | Western Riverside County Programs and Projects Committee |
| FROM: | Hanan Sawalha, Management Analyst Brian Cunanan, Commuter & Motorist Assistance Manager |
| THROUGH: | David Knudsen, External Affairs Director |
| SUBJECT: | Agreement for Freeway Service Patrol Tow Truck Service |

STAFF RECOMMENDATION:

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

- 1) Award Agreement No. 23-45-060-00 to Royal Coaches Auto Body and Towing (Royal Coaches) for Freeway Service Patrol (FSP) tow truck services on Interstate 15, Beat No. 35, for a five-year term, in the amount of \$3,150,630, plus a contingency amount of \$157,540 for a total amount not to exceed \$3,308,170;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to approve the use of the contingency amount as may be required for these services.

BACKGROUND INFORMATION:

In 1986, the Commission established itself as the Riverside County Service Authority for Freeway Emergencies (RC SAFE) after the enactment of SB 1199 in 1985. The purpose of the formation of SAFEs in California was to provide call box services and, with excess funds, provide additional motorist aid services. Funding for RC SAFE is derived from a one dollar per vehicle registration fee on vehicles registered in Riverside County. Initially, these funds were used only for the call box program. As additional motorist aid services were developed, RC SAFE funds were also used to provide FSP and traveler information services as part of a comprehensive motorist aid system in Riverside County.

In 1990, Proposition C was passed to fund transportation improvements and to help reduce traffic congestion in California. From this, the FSP program was created by the California Department of Transportation (Caltrans), which developed the corresponding Local Funding Allocation Plan to distribute funds to participating jurisdictions. In addition to funding received from Caltrans, agencies are required to contribute a 25 percent local match. For the Commission, RC SAFE revenues are used to meet this match requirement.

The Commission, acting in its capacity as the RC SAFE, is the principal agency in Riverside County, in partnership with Caltrans and the California Highway Patrol (CHP), managing the FSP program. The purpose of the FSP program is to provide a continuously roving tow services patrol along designated freeway segments (referred to as beats) to relieve freeway congestion and facilitate the rapid removal of disabled vehicles and those involved in minor accidents on local freeways. Contracts to provide FSP tow service are competitively bid as needed for each service area. Currently, the Commission contracts with two tow truck operators to provide service on a total of twelve beats Monday through Friday during the peak commute hours, 5:30 a.m. to 8:30 a.m. and 2:30 p.m. (12:30 p.m. on Fridays) to 6:30 p.m. In addition, select beats also have mid-day and weekend service. The Commission contracts with one tow truck operator for Express Lane FSP services on the State Route 91 and I-15 facilities; a seven-day a week operation. In Fiscal Year 2021/22, FSP performed a total of 62,796 assists, including 54,217 regular general purpose lane assists, 6,948 construction assists, and 1,631 express lane assists.

DISCUSSION:

Staff sought a competitive solution to award a tow contract to qualified firms to cover an FSP service area on I-15.

| Contract FSP Service Area | Description of Service Area | Number of Tow Trucks |
|---------------------------|---|--------------------------------|
| Beat 35 | I-15 from SR-74 to Temecula Parkway/79S | 2 primary (+1 backup truck) |



Procurement Process

Outreach was conducted prior to the release of the Request for Proposals (RFP). Flyers advertising the RFP were distributed to over 150 tow operators by mail and email. RFP No. 23-45-060-00 was released on April 3, 2023. The RFP was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Utilizing PlanetBids, emails were sent to 48 firms, 21 of which are located in Riverside County. Through the PlanetBids site, 12 firms downloaded the RFP; two of these firms have facilities in Riverside County. A pre-proposal conference was held on April 17, 2023. Staff responded to all questions submitted by potential proposers prior to the April 27, 2023, clarification deadline date. Two firms – Royal Coaches (Riverside) and Pepe's (Moreno Valley) – submitted responsive proposals for the Beat 35 contract service area prior to the 2:00 p.m. submittal deadline on May 15, 2023. Utilizing the evaluation criteria set forth in the RFP, the proposals were evaluated and scored by an evaluation committee comprised of the CHP Border Division, San Bernardino County Transportation Authority, and Commission staff.

The evaluation criteria included qualifications of the firm, staffing/project organization, work plan, and price. Non-price factors accounted for 70 percent of the total score and price (e.g. tow rates proposed) accounted for the remaining 30 percent of the score.

A dynamic tow rate approach that adjusts with average diesel fuel prices reported by the United States Energy Information Administration (EIA) was applied for price. This dynamic tow rate helps alleviate risks on the operator when fuel rates increase and also adjusts downwards to more favorable rates for the Commission when fuel prices are lower. As such, the RFP included a price proposal template asking bidders to submit rates that correspond to ranges of average diesel fuel prices, as shown below:

| Price Proposal Table: | |
|------------------------------|--|
| Rate Level # | Average Diesel Fuel Cost Per Gallon (per EIA) |
| 1 | \$0.01 - \$2.99 |
| 2 | \$3.00 - \$3.99 |
| 3 | \$4.00 - \$4.99 |
| 4 | \$5.00 - \$5.99 |
| 5 | \$6.00 - \$6.99 |
| 6 | \$7.00 - \$7.99 |
| 7 | \$8.00 - \$8.99 |
| 8 | \$9.00 - \$9.99 |
| 9 | \$10.00+ |

The average of the proposed hourly rates, across the nine rate levels, was used to determine the bidders' cost score.

Bidders submitted bids for the Beat No. 35 service area. Bids were evaluated independently by the evaluation committee. Based on the evaluation committee's assessment of the written proposals and pursuant to the terms of the RFP, the evaluation committee shortlisted and invited two firms, Royal Coaches and Pepe's, to the interview phase of the evaluation and selection process for the Beat 35 service area contract. Virtual interviews were conducted on June 1, 2023.

Accordingly, the evaluation committee provided final scoring based on a comprehensive evaluation of each written proposal and interview. Based on the evaluation committee's assessment, the evaluation committee recommends contract award to Royal Coaches for the Beat 35 service area, as this firm submitted a responsive and responsible proposal and earned the highest total evaluation score. The contract award details are as follows:

- Royal Coaches: I-15, Beat No. 35 service area for a five-year term, in the amount of \$3,150,630, plus a contingency amount of \$157,540, for a total amount not to exceed \$3,308,170


The proposed five-year contract rates and evaluation rankings for all firms are presented in the following tables:

| Interstate 15 – Beat 35 | | |
|------------------------------------|---|---------------------------|
| Firm | Average Tow Rates: Years 1-2/ Year 3-4/ Year 5 | Evaluation Ranking |
| Royal Coaches Auto Body and Towing | \$146.00/ \$153.00/ \$159.00 | 1 |
| Pepe's Towing | \$212.92/ \$229.95/ \$248.35 | 2 |

The rates above reflect the average rate across the nine rate levels quoted. The actual hourly tow rate level applied (1 through 9) will be adjusted for each quarter based on the previous quarter's average cost of diesel fuel as reported by the EIA, California No 2 Diesel Retail Prices (dollars per gallon).

FISCAL IMPACT:

Sufficient funding, consisting of Caltrans and SAFE funds, for towing services will be included in future fiscal years' budgets for the newly awarded contract with Royal Coaches which starts in FY 2023/24.

| Financial Information | | | | | |
|-----------------------------|--|-------|---------------------------|--------------------|--------------------------|
| In Fiscal Year Budget: | Yes | Year: | FY 2023/24 FY 2024/25+ | Amount: | \$471,775 \$2,836,395 |
| Source of Funds: | State of California, SAFE funds | | | Budget Adjustment: | No |
| GL/Project Accounting No.: | 002173 81014 00000 0121 201 45 81002 | | | | |
| Fiscal Procedures Approved: |  | | | Date: | 06/15/2023 |

Attachments:

- 1) Draft FSP Agreement No. 23-45-060-00 with Royal Coaches
- 2) Map of FSP Service Areas

MODEL CONTRACT

Agreement No. 23-45-060-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION, ACTING AS THE RIVERSIDE
COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES,
FOR
FREEWAY SERVICE PATROL FOR BEAT # 35 WITHIN RIVERSIDE COUNTY
WITH ROYAL COACHES AUTO BODY & TOWING**

1. PARTIES AND DATE.

1.1 This Agreement is made and entered into as of _____ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("COMMISSION") acting as the RIVERSIDE COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES ("SAFE") and ROYAL COACHES AUTO BODY & TOWING, a CORPORATION (referred to herein as "CONTRACTOR"). SAFE and CONTRACTOR are sometimes individually referred to herein as "Party" and collectively as "Parties".

1.2 The California Highway Patrol herein referred to as "CHP" and California Department of Transportation, herein referred to as "Caltrans" are hereby expressly designated as third-party beneficiaries of CONTRACTOR's performance under this Agreement.

2. RECITALS.

2.1 **WHEREAS**, COMMISSION is a California County Transportation Commission existing under the authority of Section 130050 et seq. of the California Public Utilities Code;

2.2 **WHEREAS**, COMMISSION is authorized, pursuant to Section 2550 et seq. of the California Streets and Highways Code, to act as SAFE for purposes of providing a motorist aid system, including provision of freeway service patrols;

2.3 **WHEREAS**, SAFE requires the services of a CONTRACTOR to provide the freeway service patrol professional services as described in the Scope of Services;

2.4 **WHEREAS**, SAFE has determined that CONTRACTOR is best qualified to perform the required services;

2.5 **WHEREAS**, the CONTRACTOR is able and willing to perform the required services under the terms and conditions of this Contract;

2.6 **WHEREAS**, COMMISSION is the short range transportation planning agency for Riverside County, and programs federal, state, and local funds.

COMMISSION has entered into a Memorandum of Understanding with Caltrans and CHP to fund peak period freeway service patrols on selected freeway segments in Riverside County; and

- 2.7 **WHEREAS**, Section 21718 (a) of the California Vehicle Code specifically authorized CHP to be responsible for freeway service patrols stopping on freeways for the purpose of rapid removal of impediments to traffic. Article 3, Section 91, of the Streets and Highways Code, states that Caltrans has responsibility to improve and maintain the state highways. Caltrans also has the responsibility for traffic management and removing impediments from the highways.

NOW, THEREFORE, for the consideration hereinafter stated, SAFE and CONTRACTOR agree as follows:

3. TERMS.

3.1 General Scope of Services. The purpose of the Freeway Service Patrol ("FSP") program is to provide for the rapid removal of disabled vehicles and vehicles involved in minor accidents from the freeway. Contractor promises and agrees to furnish to SAFE all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide the FSP services ("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, and the SOP manual (as defined below).

3.1.1. Contract Oversight. Caltrans and CHP will jointly oversee the Services. Both agencies will have responsibility for overseeing Service performance and ensuring that the CONTRACTOR abides by the terms of this Contract. CHP is responsible for dispatch services to incident locations within the CONTRACTOR's patrol limits. The dispatching will be done in accordance with this Contract. A Standard Operating Procedures ("SOP") manual will be given to the CONTRACTOR explaining the types of incidents to which his/her operators may be dispatched.

3.1.2 Beat Descriptions. The FSP will operate on selected freeway segments referred to herein as "beats". Each beat has specific turnaround locations and designated drop locations identified by the CHP. Exhibit "A" shows the specific limits, number of tow trucks, number of back-up trucks and hours of operation, and holidays for the CONTRACTOR's specific beat. SAFE reserves the right to add or delete holidays to the work schedule, provided that SAFE provides CONTRACTOR seven (7) days advanced notice of such addition or deletion. Travel time to and from the beat will be at the expense of the CONTRACTOR.

3.1.3 Change Orders. At any time during the term of this Contract, SAFE reserves the right to adjust beat specifications to better accommodate demand for the Services,

or availability of funding, at no cost to SAFE. Adjustments may include reduction in the hours of Services. SAFE may direct such adjustments during the course of this Contract through written change orders, signed by SAFE, setting forth any changes to Exhibit "A". Changes may include a change of the specified beat(s) to other beats that SAFE determines better serve the needs of SAFE, as well as changes to schedules and hours for the beats set forth in Exhibit "A". If warranted, as determined in SAFE's sole discretion, and during the hours of operation of the Services, the CONTRACTOR may be requested to temporarily reassign his/her FSP operators/trucks to locations outside the assigned beat. Such reassignments shall be at no cost to SAFE.

3.1.4. The SOP Manual. To promote a safe work environment and for the maintenance of professionalism, the most current version of the SOP manual shall, at all times, be followed by the CONTRACTOR and its vehicle operators. The SOP manual, as such manual may from time to time be amended, is incorporated into this Contract by reference. CONTRACTOR shall be notified and provided with a copy of any changes to the SOP manual. Drivers found not to be in compliance with FSP procedures, as set forth in the SOP manual or this Contract, may be suspended or terminated from the FSP program and the CONTRACTOR may be fined three (3) times the hourly Contract rate in one (1) minute increments until a replacement vehicle is provided (Driver and Truck must return to beat compliant with all FSP requirements), or fined for the entire shift at three (3) times the hourly rate at the discretion of the FSP Field Supervisors.

3.2 Equipment Requirements. CONTRACTOR shall comply with all equipment requirements outlined in the attached Exhibit "A".

3.3 Commencement of Services. The CONTRACTOR shall commence work upon receipt of a written Notice to Proceed from SAFE.

3.4 Term. The term of this Contract shall be for a period of five (5) years, from **September 1, 2023 to January 31, 2029** unless earlier terminated as provided herein. SAFE shall also have the right to renew this Contract from one month up to a one (1) year term after the initial term by providing notice as provided below. SAFE must provide written notice to CONTRACTOR no less than ninety (90) days prior to the end of the applicable term, indicating its renewal of the Contract. CONTRACTOR shall complete the Services within the term of this Contract, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The rates shall be as set forth in Exhibit "C" attached hereto and incorporated herein by reference.

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

3.6 CONTRACTOR'S Representative. CONTRACTOR hereby designates **WILLIAM SALAZAR, PRESIDENT & CEO**, to act as its representative for the performance of this Contract ("CONTRACTOR's Representative"). CONTRACTOR's Representative shall have full authority to act on behalf of CONTRACTOR for all purposes under this Contract. The CONTRACTOR's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Contract. CONTRACTOR shall work closely and cooperate fully with SAFE's Representative and any other agencies which may have jurisdiction over or an interest in the Services. CONTRACTOR's Representative shall be available to the SAFE staff at all reasonable times. Any substitution in CONTRACTOR's Representative shall be approved in writing by SAFE's Representative.

3.7 Substitution of Key Personnel. CONTRACTOR has represented to SAFE that certain key personnel will perform and coordinate the Services under this Contract. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence upon written approval by SAFE's Representative. In the event that SAFE's Representative and CONTRACTOR cannot agree as to the substitution of the key personnel, SAFE shall be entitled to terminate this Contract for cause, pursuant to the provisions of Section 3.15. The key personnel for performance of this Contract are: **WILLIAM SALAZAR, PRESIDENT & CEO.**

3.7.1 Availability of FSP Manager. Except in the case of unpreventable circumstances, the FSP Manager must be available at the CONTRACTOR's office for at least 50% of each Work Day to address time sensitive issues related to this Contract or the Services, including, but not limited to, FSP administrative responsibilities; SAFE, CHP, and Caltrans requests; driver matters; and truck maintenance issues. CONTRACTOR shall, within 24 hours, notify SAFE of each circumstance causing the FSP Manager not to be available as required herein. As used in this section, the term "Work Day" shall mean and refer to any day that FSP service is provided, during those hours of operation for Construction FSP as identified on the attached Exhibit "A-1".

3.8 Review of Work and Deliverables. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Contract may be required to be submitted to SAFE's Representative in draft form, and SAFE's Representative may require revisions of such drafts prior to formal submission and approval. In the event that SAFE's Representative, in his or her sole discretion, determines the formally submitted work product to be inadequate, SAFE's Representative may require CONTRACTOR to revise and resubmit the work at no cost to SAFE. Upon determination by SAFE that CONTRACTOR has satisfactorily completed the Services required under this Contract and within the term set forth in Section 3.4, SAFE shall give CONTRACTOR a written Notice of Final Completion. Upon receipt of such notice, CONTRACTOR shall incur no further costs hereunder, unless otherwise specified in the Notice of Completion. CONTRACTOR may request issuance of a Notice of Final Completion when, in its opinion, it has satisfactorily completed all Services required under the provisions of this Contract.

3.9 Appearance at Hearings. If and when required by SAFE, CONTRACTOR shall render assistance at public hearings or other meetings related to the performance of the Services.

3.10 Standard of Care: Licenses. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Contract. CONTRACTOR 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. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. CONTRACTOR further represents and warrants to SAFE that its employees and subcontractors have all licenses, permits, qualifications (including medical certification) 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 Contract. CONTRACTOR shall perform, at its own cost and expense and without reimbursement from SAFE, any services necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the standard of care provided for herein, and shall be fully responsible to SAFE for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the CONTRACTOR's errors and omissions. Any employee of CONTRACTOR or its subcontractors who is determined by SAFE to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, 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 SAFE, shall be promptly removed from performing the Services by the CONTRACTOR and shall not be re-employed to perform any of the Services.

3.11 Opportunity to Cure. SAFE may provide CONTRACTOR an opportunity to cure, at CONTRACTOR's expense, all errors and omissions which may be disclosed during performance of the Services. Should CONTRACTOR fail to make such correction in a timely manner, such correction may be made by SAFE, and the cost thereof charged to CONTRACTOR.

3.12 Inspection of Work. CONTRACTOR shall allow SAFE's Representative to inspect or review CONTRACTOR's performance of Services in progress at any time. SAFE/Caltrans/CHP also reserves the right to audit all paperwork demonstrating that CONTRACTOR participates in an employee alcohol/drug-testing program and the DMV Pull Notice Program.

3.13 Laws and Regulations. CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be solely liable for all violations of such laws and regulations in connection with Services. If the CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to SAFE, CONTRACTOR shall be solely responsible for all costs arising therefrom. CONTRACTOR shall defend, indemnify and hold SAFE, their officials, directors, officers, employees and agents free

and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.13 Damage Complaints; Use of Cameras.

3.14.1 Damage Complaints. Upon receiving a damage complaint from a motorist assisted by the CONTRACTOR, that the CONTRACTOR damaged their vehicle while lending assistance, the CONTRACTOR shall notify CHP immediately regarding the nature of the damage complaint and its disposition. The CONTRACTOR shall reply to the motorist by telephone within twenty-four (24) hours of receiving the damage complaint notification. If necessary, the CONTRACTOR shall send either his or her authorized representative or his or her insurance company representative to inspect the vehicle and complete an incident report within forty-eight (48) hours after receiving the damage complaint. If the investigation shows that damage to the vehicle could have been caused by the CONTRACTOR, the CONTRACTOR shall negotiate in good faith to try and resolve the issue and shall report to the CHP the result of the negotiations. All complaints shall be resolved within a reasonable period of time after being received.

3.14.2 Complaint Review Committee. The FSP Technical Advisory Committee ("FSP TAC") is composed of voting members from CHP, SAFE and Caltrans. Voting members of the FSP TAC are hereby designated as the members of the Damage Complaint Review Committee ("DCRC"). If the DCRC finds that justifiable complaints are not resolved within a reasonable time frame, it can recommend that payment to the CONTRACTOR in the amount of the damage claim may be deducted from the CONTRACTOR's monthly invoice.

3.14.3 Use of Exterior Cameras. If required by CONTRACTOR's insurance, CONTRACTOR may install and use exterior cameras in accordance with the requirements below.

A) Videos recorded during provision of the Services ("Videos") are for insurance liability purposes only.

B) Access to Videos shall be limited to CONTRACTOR's management personnel, and used only for the purpose stated herein. FSP tow truck drivers shall not have access to the Videos.

C) CONTRACTOR shall ensure that Videos and any captured footage will not be distributed or disclosed (other than to CONTRACTOR's insurer, or as required by law) or posted online.

D) Any subpoena requests and insurance claims shall be handled by CONTRACTOR's insurance companies directly. Any motorist requests related to the Services shall be directed to CONTRACTOR.

E) CONTRACTOR shall only release Videos, other than to CONTRACTOR's insurer, pursuant to a protective order in order to protect the privacy of victims, witnesses, and other persons.

F) Mounting of Video cameras shall conform to California Vehicle Code Section 26708.

Cameras installed in conformance with this provision and used only for the purpose described herein will not violate the SOP, or this Agreement.

3.15 Termination.

3.15.1 Notice; Reason. SAFE may, by written notice to CONTRACTOR, terminate this Contract, in whole or in part, including, without limitation, the geographical territory covered by this Contract, at any time by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof ("Notice of Termination"). Such termination may be for SAFE's convenience, due to lack of available funding for the Services, or because of CONTRACTOR's failure to perform its duties and obligations under this Contract, including, but not limited to, the failure of CONTRACTOR to timely perform Services pursuant to the Scope of Services described in Section 3, entitled "Terms," as well as Section 7 of the RFP. CONTRACTOR may not terminate this Contract except for cause.

3.15.2 Discontinuance of Services. Upon receipt of the written Notice of Termination, CONTRACTOR shall discontinue all affected Services as directed in the Notice of Termination, and deliver to SAFE all Documents and Data, as defined in this Contract, as may have been prepared or accumulated by CONTRACTOR in performance of the Services, whether completed or in progress.

3.15.3 Effect of Termination For Convenience. If the termination is to be for the convenience of SAFE, SAFE shall compensate CONTRACTOR for Services fully and adequately provided through the effective date of termination as provided in the Notice of Termination. Such payment shall include a pro-rated amount of profit, if applicable, up through such effective date, but no amount shall be paid for anticipated profit on unperformed Services past such effective date. CONTRACTOR shall provide documentation deemed adequate by SAFE's Representative to show the Services actually completed by CONTRACTOR prior to the effective date of termination. This Contract shall terminate on the effective date of the Notice of Termination.

3.15.4 Effect of Termination for Cause. If the termination is for cause, CONTRACTOR shall be compensated for those Services which have been fully and adequately completed and accepted by SAFE as of the effective date of termination as provided in the Notice of Termination. In such case, SAFE may take over the work and prosecute the same to completion by contract or otherwise. Further, CONTRACTOR shall be liable to SAFE for any reasonable additional costs or damages incurred to revise work for which SAFE has compensated CONTRACTOR under this Contract, but which SAFE has determined in its sole discretion needs to be revised, in part or whole. Termination of this Contract for cause may be considered by SAFE in determining whether to enter into future contracts with CONTRACTOR.

3.15.5 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 Contract.

3.15.6 Procurement of Similar Services. In the event this Contract is terminated, in whole or in part, as provided by this Section, SAFE may procure, upon such terms and in such manner as it deems appropriate, services similar to those terminated.

3.15.7 Waivers. CONTRACTOR, in executing this Contract, recognizes that the Services may be terminated, in whole or in part, as provided in this Section. CONTRACTOR shall not be entitled to any damages including, but not limited to, any compensation for costs incurred to procure vehicles, meet the terms for providing the Services, or for any other costs or expenses, and shall be deemed to have waived any and all claims for damages, costs or expenses which may otherwise arise from SAFE's termination of this Contract, for convenience or cause, as provided in this Section.

3.15.8 Authorization to Terminate. The Executive Director of SAFE shall have the full authority and discretion to exercise SAFE's rights under this Section 3.15, entitled "Termination".

3.16 Trend Meetings. CONTRACTOR shall attend, or send a designated management-level representative, to all trend meetings (i.e., required FSP TAC meeting which meets every other month). These trend meetings will encompass focused and informal discussions concerning, but not limited to: scope, Services, schedule, current progress of Services, relevant cost issues, and future objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (i.e., FSP TAC meetings) that has the ability to make management-level decisions on the behalf of the CONTRACTOR. If the CONTRACTOR cannot have a management-level representative at a meeting, CONTRACTOR shall notify SAFE and CHP prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled, and CONTRACTOR will be notified of such schedule, no later than three (3) working days prior to the meeting.

3.17 Fees and Payment.

3.17.1 Amount to be Paid. Subject to the provisions set forth below for Services satisfactorily performed hereunder, SAFE shall pay the CONTRACTOR on a fixed unit rate basis a ceiling price NOT TO EXCEED **Three Million, One Hundred Fifty Thousand, Six Hundred, Thirty DOLLARS (\$3,150,630)**.

3.17.2 Maximum Payment is the Ceiling Price. SAFE shall not be obligated to pay costs which exceed the ceiling price set forth above, except as provided in Sections 3.15 and 3.17.10. CONTRACTOR agrees to use its best efforts to perform the services and all obligations under this Contract within such ceiling price.

3.17.3 Hourly Rate; Break and Meal Periods. For its performance of the Services, the CONTRACTOR shall be paid for labor expended directly in the performance of the Services at the rates specified below. Payments shall be made monthly in arrears based on Services provided and allowable incurred expenses. The CONTRACTOR shall not be entitled to reimbursements for any expenses unless approved in advance in writing.

SCHEDULE OF HOURLY RATES

Hourly rates are set forth in Exhibit "B" attached hereto and incorporated herein by reference.

Hourly rates may be adjusted as set forth in Chapter 9, Violations/Penalties, of the FSP Standard Operating Procedures (SOP).

A) CONTRACTOR is responsible for compliance with all California labor laws related to break periods and meal periods including, but not limited to, compliance with Labor Code section 512. CONTRACTOR shall be solely responsible for any additional pay to which its drivers may be entitled for CONTRACTOR's failure to comply with the California labor law requirements.

B) During shifts that require drivers to be provided a 30-minute meal period break pursuant to Labor Code section 512, CONTRACTOR shall either make arrangements for another certified driver to provide Services during those breaks or not be compensated for each 30-minute meal period break during which Services are not provided. In no case shall CONTRACTOR be entitled to bill RCTC for time during which a driver is taking a meal period break.

3.17.4 Payment Coverage. The compensation herein above specified will cover and include all applicable labor surcharges such as taxes, insurance and fringe benefits, as well as indirect costs, overhead, general and administrative expense, and profit.

3.17.5 Cost Principles.

A) CONTRACTOR agrees to comply with 2 CFR, Part 225, Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B) CONTRACTOR agrees that 1) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual cost items, and 2) CONTRACTOR shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C) Any costs for which CONTRACTOR has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by CONTRACTOR to SAFE. Should CONTRACTOR fail to reimburse moneys due SAFE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, SAFE is authorized to intercept and withhold future payments due CONTRACTOR from SAFE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

3.17.6 Fines. Fines for starting late; leaving early; taking more breaks than authorized; or being ordered out of service by a CHP, SAFE Representative or Caltrans supervisor for Contract infractions shall be deducted from the CONTRACTOR's monthly invoice at five (5) times the hourly rate, plus the loss of revenue for the down time. Fines may be further described in the attached Exhibit "A" or Exhibit "B".

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

3.17.8 Invoices. Invoices for CONTRACTOR's Services shall be submitted monthly on forms approved by SAFE. Invoices will be routinely verified by CHP. To ensure prompt payment, most billing disputes may be resolved within ten (10) working days of written notice of dispute. However, at SAFE's discretion, reconciliation of disputed fines that sum to less than 2% of the months' Invoice may be corrected on the next month's Invoice to ensure prompt payment of the major portion of the invoice. Each Invoice shall include a cover sheet bearing a certification as to the accuracy of the statement signed by the CONTRACTOR's authorized officer. Invoices shall be mailed to SAFE's Contract Administrator at the following address:

Riverside County Service Authority for Freeway Emergencies
FSP Program
P.O. Box 12008
Riverside, CA
92502-2208
Attn: Brian Cunanan

3.17.8.1 Monthly Progress Reports. As part of its Invoice, CONTRACTOR shall submit a Monthly Progress Report, in a form determined by SAFE, which will cover the Invoice period and include spreadsheets showing hours expended for each day of the month per vehicle per beat, and the total for the term of the Contract to date. Submission of such Monthly Progress Report by CONTRACTOR shall be a condition precedent to receipt of payment from SAFE for each monthly Invoice submitted.

3.17.8.2 Payment Schedule. Invoice periods shall be based upon a calendar month, beginning with the first day of the month. SAFE shall reimburse CONTRACTOR for Services adequately provided under this Contract within thirty (30) days of receiving the current period invoice with no errors. If the Invoice is completed incorrectly by the CONTRACTOR it will delay payment. If SAFE fails to pay any amount owed to CONTRACTOR under this Contract within thirty (30) days after receipt of the invoice, CONTRACTOR may give SAFE a notice of failure to pay which shall set forth the invoice(s) and amount(s) which CONTRACTOR believes are thirty (30) days overdue. SAFE shall pay any undisputed invoice(s) and amount(s) within thirty (30) days of receipt of a notice of failure to pay.

3.17.9 Right to Audit. For the purpose of determining compliance with this Contract and other matters connected with the performance of CONTRACTOR's contracts with third parties, CONTRACTOR and its subcontractors shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, but excluding Videos. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to CONTRACTOR. SAFE, the State of California acting through the Department of Transportation or its duly authorized representative, the California State Auditor, or the United States Department of Transportation shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and CONTRACTOR shall furnish copies thereof if requested.

3.17.10 Taxes. CONTRACTOR shall pay any sales, use, or other taxes, if any, attributable to the provision of the Services.

3.17.11 Travel and Subsistence. Payments to CONTRACTOR for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then CONTRACTOR is responsible for the cost difference and any overpayments shall be reimbursed to SAFE on demand.

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

3.17.13 Extra Work. At any time during the term of this Contract, SAFE may request CONTRACTOR to perform Extra Work. "Extra Work" shall mean any work which is determined by SAFE to be necessary for proper completion of the Services, but which the Parties did not reasonably anticipate would be necessary at the time of the execution of this Contract and was not included in the Scope of Services. Extra Work, if any, shall be reimbursed at the same hourly rate as identified in Section 3.17.3. CONTRACTOR shall not perform, nor be compensated for Extra Work without obtaining authorization in the form of a written Extra Work Order issued by SAFE's Representative. For instance, Construction FSP services as it relates to construction activity can be considered Extra Work. In the event an Extra Work Order is not issued and signed by SAFE's Representative, CONTRACTOR shall not provide such Extra Work. However, no compensation or reimbursement for Extra Work shall be paid if it is not authorized by SAFE and if the cumulative total of such Extra Work under the Contract exceeds \$25,000. All Extra Work in a cumulative total in excess of \$25,000 must be approved in advance by amendment to this Contract.

3.17.13.1 Extra Work Cancellation Policy. If a tow operator is scheduled for Extra Work and they are notified of a cancellation with **LESS than a 24 hour notice** – then the tow operator will be reimbursed for **three (3) hours** of the agreed upon contract hourly rate. *Note: The minimum of the three (3) hours should cover eight hours of the*

drivers' hourly wage. Starting with "Less than a 24 hour cancellation notice" up to the time the tow operator is on the assigned Extra Work Beat, the "three contract hour cancellation rate" remains the same. Once the tow operator is on the Extra Work Beat, the cancellation policy changes.

If a tow operator begins the Extra Work (the truck is on the Beat) and is then notified that Extra Work has been cancelled, the FSP operator will be paid for the entire shift period **up to a maximum of eight (8) hours**. A shift period for this policy is defined as: the time period of the actual Extra Work shift assigned or for a maximum of eight (8) contract hours, whichever is less.

The supervising FSP CHP Officer for the Extra Work shift will make the final determination as to whether or not the tow operator will continue to work the Extra Work shift. Regardless, the tow operator will be reimbursed for the original shift period or a maximum of eight (8) hours, whichever is less.

3.17.14 Most Favored Customer. CONTRACTOR agrees that, throughout the term of this Contract, it shall not enter into any FSP services agreement with any government agency with whom it has either existing contractual relationship or has no contractual relationship that predates this Contract, pursuant to which CONTRACTOR agrees to charge FSP services fees less than those as indicated in this Contract for substantially the same level of FSP services contemplated by this Contract. Should SAFE establish that such lower fees have been agreed to by CONTRACTOR with another government agency, CONTRACTOR agrees to renegotiate the fees or to refund SAFE an amount equal to the difference between the fees indicated in this Contract and the fees charged to other government agency customer.

3.17.15 Mobilization Costs Payment. Upon issuance of a limited Notice to Proceed, a mobilization costs payment in the amount of \$ ____ (amount) ____ will be made to CONTRACTOR to help offset pre-start-date costs ("Mobilization Payment"). CONTRACTOR shall pay back the Mobilization Payment in twelve (12) equal monthly installments to be deducted from CONTRACTOR's monthly invoice.

In the event of early termination, any unpaid portion of the Mobilization Payment will be withheld from final payment to the CONTRACTOR.

3.18 Delay in Performance.

3.18.1 Excusable Delays. Neither Party shall be considered in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by an Excusable Delay. Should CONTRACTOR be delayed or prevented from the timely performance of any act or Services required by the terms of the Contract by an Excusable Delay, Contractor's schedule for completion of tasks affected by such delay may be extended as set forth in Section 3.18.2. But in every case, CONTRACTOR's failure to perform must be reasonably beyond the control, and without the fault or negligence of the CONTRACTOR. Excusable Delays are acts of God or of the public enemy, acts or omissions

of SAFE or other governmental agencies in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather.

3.18.2 Written Notice. If CONTRACTOR believes it is entitled to an extension of time due to conditions set forth in subsection 3.18.1, CONTRACTOR shall provide written notice to the SAFE within seven (7) working days from the time CONTRACTOR knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of CONTRACTOR to provide such timely notice shall constitute a waiver by CONTRACTOR of any right to an excusable delay in time of performance.

3.18.3 Mutual Contract. Performance of any Services under this Contract may be delayed upon mutual agreement of the Parties. Upon such agreement, CONTRACTOR's Schedule of Services (as defined in their Proposal) shall be extended as necessary by SAFE. CONTRACTOR shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

3.19 Status of CONTRACTOR/Subcontractors.

3.19.1 Independent Contractor. The Services shall be performed by CONTRACTOR or under its supervision. CONTRACTOR will determine the means, methods and details of performing the Services subject to the requirements of this Contract. SAFE retains CONTRACTOR on an independent contractor basis and not as an employee, agent or representative of the SAFE. CONTRACTOR retains the right to perform similar or different services for others during the term of this Contract. Any additional personnel performing the Services under this Contract on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. CONTRACTOR 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.

3.19.2 Assignment or Transfer. CONTRACTOR shall not assign, hypothecate, or transfer, either directly or by operation of law, this Contract or any interest herein, without the prior written consent of SAFE. 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. Notwithstanding the foregoing, SAFE may transfer or assign any and all of its rights and obligations under this Contract, including, without limitation the rights to terminate this Contract, as assigned, pursuant to Section 3.15 hereof.

3.19.3 Subcontracting. CONTRACTOR shall not subcontract any portion of the work or Services required by this Contract, except as expressly stated herein, including the Scope of Services, without prior written approval of the SAFE. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract. SAFE shall

have no liability to any subconsultant(s) for payment for services under this Contract or other work performed for CONTRACTOR, and any subcontract entered into by CONTRACTOR pursuant to the conduct of services under this Contract shall duly note that the responsibility for payment for the technical services or any other work performed shall be the sole responsibility of CONTRACTOR.

3.20 CONTRACTOR will maintain an inventory of all non-expendable equipment, defined as having a useful life of at least two years and an acquisition cost of \$500 or more, paid for with funds provided pursuant to this Contract.

3.21 Ownership of Materials and Confidentiality.

3.21.1 Documents & Data; Licensing of Intellectual Property. All 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, spreadsheets, or data magnetically or otherwise recorded on computer diskettes, prepared by or on behalf of CONTRACTOR under this Contract ("Documents and Data"), shall be made available to SAFE at all times during this Contract and shall become the property of SAFE upon the completion of the term of this Contract, except that CONTRACTOR shall have the right to retain copies of all such Documents and Data for its records. Should CONTRACTOR, either during or following termination of this Contract, desire to use any Documents and Data, it shall first obtain the written approval of SAFE. This Contract creates a no-cost, nonexclusive, and perpetual license for SAFE to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in the Documents and Data which are prepared or caused to be prepared by CONTRACTOR under this Contract ("Intellectual Property"). CONTRACTOR shall require all subcontractors to agree in writing that SAFE is granted a no-cost, nonexclusive, and perpetual license for any Intellectual Property the subcontractor prepares under this Contract. CONTRACTOR represents and warrants that CONTRACTOR has the legal right to license any and all Intellectual Property prepared or caused to be prepared by CONTRACTOR under this Contract. SAFE shall not be limited in any way in its use of the Intellectual Property at any time, provided that any such use not within the purposes intended by this Contract shall be at SAFE's sole risk.

3.21.2 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 CONTRACTOR in connection with the performance of this Contract shall be held confidential by CONTRACTOR to the extent permitted by law, including, without limitation, the California Public Records Act, Government Code section 6250 et seq. Such materials shall not, without the prior written consent of SAFE, be used by CONTRACTOR for any purposes other than the performance of the Services as provided herein. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services, except as provided herein. Nothing furnished to CONTRACTOR which is otherwise known to CONTRACTOR or is generally known, or becomes known, to the related industry shall be deemed confidential. CONTRACTOR shall not use SAFE's name or insignia, photographs, or any publicity pertaining

to the Services in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the prior written consent of SAFE.

3.22 Indemnification. CONTRACTOR shall indemnify and hold SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, agents, contractors, consultants, employees, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of, or incident to, any acts, omissions, or willful misconduct of the CONTRACTOR, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services or this Contract, including without limitation, the payment of all consequential damages and other related costs and expenses. CONTRACTOR shall defend, at CONTRACTOR'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 SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, agents, contractors, consultants, employees, and volunteers. CONTRACTOR shall pay and satisfy any judgment, award, or decree that may be rendered against SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, agents, consultants, employees, and volunteers, in any such suit, action, or other legal proceeding. CONTRACTOR shall reimburse SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, agents, consultants, employees, and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CONTRACTOR, SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, agents, consultants, employees, and volunteers.

3.23 Insurance.

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

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) Automobile Liability: Insurance Services Office Business Auto Coverage (form CA 0001, code

1 (any auto) or exact equivalent); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. CONTRACTOR shall maintain limits no less than:

(i) General Liability:

| | |
|--------------------------------|-------------|
| Per occurrence: | \$2,000,000 |
| Project Specific Aggregate: | \$4,000,000 |
| Products/Completed Operations: | \$1,000,000 |
| Personal Injury Limit: | \$1,000,000 |

(ii) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and

(iii) 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.

3.23.3 On-Hook Insurance & Garage Keepers Liability Coverage.

(A) CONTRACTOR shall maintain a policy of On-Hook Towing Insurance to include the care, custody or control exposure present while vehicles are being serviced roadside, on-hook, or in a storage yard for not less than one hundred thousand dollars (\$100,000).

(B) CONTRACTOR shall maintain a policy of Garage Keepers Liability Insurance which shall include coverage for vehicles in the care, custody and control of the CONTRACTOR with limits of liability not less than \$500,000 per occurrence for property damage.

3.23.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or CONTRACTOR shall provide endorsements on forms approved by SAFE 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 SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

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

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

(C) Workers' Compensation and Employers Liability Coverage.

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

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

(D) All Coverages.

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

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

insurance coverage requirements and/or limits set forth herein shall be available to SAFE, 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 SAFE, COMMISSION, CHP, and Caltrans (if agreed to in a written contract or agreement) before SAFE, COMMISSION, CHP or Caltrans own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

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

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

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

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

(viii) Neither SAFE, COMMISSION, CHP, Caltrans 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.

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

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

3.23.6 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 SAFE.

3.23.7 Verification of Coverage. CONTRACTOR shall furnish SAFE with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to SAFE. 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 SAFE before work commences. SAFE reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.23.8 Subcontractor Insurance Requirements. CONTRACTOR shall not allow any subcontractors to commence work on any subcontract until they have provided evidence satisfactory to SAFE that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subcontractors shall be endorsed to name SAFE, COMMISSION, CHP and Caltrans as additional insureds using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by CONTRACTOR, SAFE may approve different scopes or minimum limits of insurance for particular subcontractors or subcontractors.

3.23.9 Review of Coverage. SAFE retains the right at any time to review the coverage, form and amount of insurance required herein and may require CONTRACTOR to obtain additional insurance reasonably sufficient in coverage, form, amount to provide adequate protection against the kind and extent of risk which exists at the time of change in insurance required.

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

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

3.24 Prohibited Interests.

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

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

3.24.3 Conflict of Employment. Employment by the CONTRACTOR of personnel currently on the payroll of SAFE shall not be permitted in the performance of this Contract, 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 CONTRACTOR of personnel who have been on SAFE payroll within one year prior to the date of execution of this Contract, where this employment is caused by, and or dependent upon, the CONTRACTOR securing this or related Contracts with SAFE, is prohibited.

3.25 Nondiscrimination; Equal Opportunity Employment. CONTRACTOR shall not deny any benefits of this Contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall CONTRACTOR unlawfully discriminate, harass, or allow harassment against any subcontractor, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

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. Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Admin. Code, Tit. 2, Section 7285.0 et seq.): The applicable regulations of the Fair Employment and Housing Commission

implementing Government Code, Sec 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, Sec 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR shall include the provisions of this Section in all of CONTRACTOR's subcontracts with respect to work under this Agreement, unless exempted by the Regulations. CONTRACTOR shall also comply with all relevant provisions of SAFE's Minority Business Enterprise program, Affirmative Action Plan, or other related SAFE programs or guidelines currently in effect or hereinafter enacted.

3.26 Right to Employ Other CONTRACTORs. SAFE reserves the right to employ other CONTRACTORs in connection with the Services.

3.27 Governing Law. The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by and construed with the laws of the State of California.

3.28 Venue. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in Riverside County, California. The Parties agree that the venue for any action or claim brought by any Party will be the Central District of Riverside County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties agree to use their best efforts to obtain a change of venue to the Central District of Riverside County.

3.29 Time of Essence. Time is of the essence for each and every provision of this Contract.

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

3.31 Notices. All notices hereunder and communications regarding interpretation of the terms of this Contract or changes thereto shall be given to the respective Parties at the following addresses, or at such other addresses as the respective Parties may provide in writing for this purpose:

| | |
|--|---|
| CONTRACTOR: | SAFE: |
| <u>Royal Coaches Auto Body & Towing</u> | Riverside County Service Authority |
| <u>14827 Ramona Blvd.</u> | for Freeway Emergencies |
| <u>Baldwin Park, CA 91706</u> | FSP Program |
| <u>Attn: William Salazar</u> | P.O. Box 12008 |
| | Riverside, CA |
| | 92502-2208 |
| | Attn: Brian Cunanan |

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.

3.32 Electronic Delivery of Agreement. 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 the Agreement for all purposes.

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

3.34 Entire Contract. This Agreement contains the entire Agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, contracts or understandings.

3.35 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.

3.36 No Waiver. Failure of CONTRACTOR 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.

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

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

3.39 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.

3.40 Counterparts. This Agreement may be signed in one or more counterparts, any one of which shall be effective as an original document.

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

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

3.43 Attorneys' Fees and Costs. If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under Section 3.21, Indemnification.

3.44 Consent. Whenever consent or approval of any Party is required under this Contract, that Party shall not unreasonably withhold nor delay such consent or approval.

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

[Signatures on following page]

**SIGNATURE PAGE
TO AGREEMENT 23-45-060-00**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first herein written above.

RIVERSIDE COUNTY
TRANSPORTATION COMMISSION
ACTING AS THE
RIVERSIDE COUNTY SERVICE
AUTHORITY FOR FREEWAY
EMERGENCIES

[LEGAL STATUS OF CONTRACTOR]

By: _____
RCTC Chair

By: _____

Name

Title

APPROVED AS TO FORM:

Attest:

By: _____
Best Best & Krieger LLP,
Counsel to the Riverside County
Service Authority for
Freeway Emergencies

By: _____
Its: Secretary

EXHIBIT “A”

Scope of Services

DRAFT

SCOPE OF SERVICES

1.0 GENERAL INFORMATION

1.1 Background & Introduction

In 1986, the Commission established itself as the Riverside County Service Authority for Freeway Emergencies (RC SAFE) after the enactment of SB 1199 in 1985. The purpose of the formation of SAFE in California was to provide call box services and, with excess funds, provide additional motorist aid services. Funding for RC SAFE is derived from a one dollar per vehicle registration fee on vehicles registered in Riverside County. Initially, these funds were used only for the call box program. As additional motorist aid services were developed, SAFE funds were also used to provide Freeway Service Patrol (FSP) and the Inland Empire 511 traveler information services as part of a comprehensive motorist aid system in Riverside County.

In 1990, Proposition C was passed to fund transportation improvements and to help reduce traffic congestion in California. From this, the FSP program was created by Caltrans, which developed the corresponding Local Funding Allocation Plan to distribute funds to participating jurisdictions. In addition to funding received from Caltrans, agencies are required to contribute a 25 percent local match. For the Commission, SAFE revenues are used to meet this match requirement.

The Commission, acting in its capacity as the SAFE, is the principal agency in Riverside County, in partnership with Caltrans and the California Highway Patrol (CHP), managing the FSP program. The purpose of the FSP program is to provide a continuously roving tow services patrol along designated freeway segments (referred to as beats) to relieve freeway congestion and facilitate the rapid removal of disabled vehicles and those involved in minor accidents on local freeways. Contracts to provide FSP tow service are competitively bid as needed for each beat.

1.2 Project Description

The purpose of the FSP program is to provide a continuous roving patrol for the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Where traffic conditions permit, safe removal of small debris will be required. Vehicle operators shall be responsible for clearing the freeway of automobiles, small trucks, and small debris. When and where conditions warrant, service may be executed on the freeway shoulders. Where conditions do not warrant, vehicle operators will remove the vehicles from the freeway to provide service. FSP vehicles shall continuously patrol their assigned beat, respond to CHP calls for Services, use the designated turnaround locations, and use the CHP identified designated drop locations.

FSP vehicle operators may be required to perform minor services such as change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators in a safe and efficient manner. Vehicle operators may spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be towed to a designated drop location identified by the CHP. The motorist can request the FSP vehicle operator to call the CHP Communications Center to request a CHP rotational tow or other services. FSP vehicle operators shall not be allowed to tow as an independent contractor from an incident that occurred during the FSP shift unless called as a rotation tow by CHP after the FSP shift has ended. If called as a rotation tow after a FSP shift, the vehicle operator must remove all FSP markings such as vests, uniforms, and magnetic vehicle signage.

There may be some instances where FSP operators may be requested to provide assistance to CHP officers. FSP operators shall follow the instructions of the CHP officer at the scene of any incident within the scope of the FSP program.

All FSP services shall be provided at no cost to the motorist. FSP vehicle operators shall not accept gratuities, perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses.

Freeway Service Patrol hours of operation are 5:30 a.m. to 8:30 a.m. and 2:30 p.m. to 6:30 p.m., Monday through Thursday; and 5:30 a.m. to 8:30 a.m. and 12:30 p.m. to 6:30 p.m. on Friday. Contractor vehicles shall be exclusively dedicated to the service during FSP service hours. All vehicle maintenance activities shall be conducted during non-service hours.

The FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop locations identified by the California Highway Patrol (CHP). The Scope of Services (Section 2.0) hereunder identifies the specific limits, number of tow trucks, number of back-up trucks, hours of operation, and tentative holidays on which the cost of each beat shall be based. RCTC reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the Contractor.

To be awarded a contract, a Contractor must have a tow facility within close proximity to the service area, have been in business as a tow service operator for a minimum of five (5) years, and have a minimum of one (1) full year experience working under contract/agreement and in good standing within the last three (3) years with any type of law enforcement agency.

A Contractor with no prior FSP experience shall be considered NEW and may only be awarded one FSP beat. A Contractor that has been terminated for cause from any FSP contract within the state shall not be eligible to participate in the Riverside County FSP program. A NEW Contractor, who remains in good standing, as determined by FSP

management, may be considered for additional beat awards in future procurements. An existing Contractor that is not in good standing as determined by information received by the FSP management staff at the time of their proposal may, at the discretion of FSP management, be limited to the number of beats the Contractor is awarded, including not being awarded any beats.

FSP Management Staff reserves the right to limit the number of beats awarded to one Contractor.

At any time during the contract's term, RCTC reserves the right to adjust Beat specifications and Beat hours to better accommodate demand for the service, or the availability of funding. These changes can occur during the course of the contract through written change orders. If warranted during the service hours of operation, the Contractor may be requested to temporarily reassign his/her FSP operators/trucks to locations outside its assigned Beat. Tow Operators may be permitted to do this only upon CHP and/or RCTC approval. FSP vehicle operators shall follow the instructions of the CHP officer at the scene of any incident within the scope of the FSP program.

The contract start date for 35 shall be February 1, 2024. The first day of FSP service is Thursday, February 1, 2024. These are 5-year contracts that expire on January 31, 2029.

If awarded a contract, the Contractor shall have one hundred eighty-eight (188) calendar days for Beat 35, after the notice of award (notice of award tentatively expected on or around July 12, 2023), in which to acquire the required equipment and hire and train vehicle operators. The Contractor shall have the appropriate number of primary and back-up trucks ready for equipment installation and CHP inspection no later than January 16, 2024. Any company that cannot meet the above-mentioned requirements shall not be awarded the contract(s).

2.0 Beat Description/Summary

FSP operates on selected freeway segments referred to as "beats". Each beat has specific turnaround locations and designated drop locations identified by the CHP. The specific limits, number of tow trucks, number of back-up trucks and hours of operation, including the holiday schedule, are detailed below. SAFE reserves the right to add or delete holidays to the work schedule, provided that SAFE provides CONTRACTOR seven (7) days advanced notice of such addition or deletion. Travel time to and from the beat will be at the expense of the CONTRACTOR.

At any time, SAFE reserves the right to adjust beat specifications to better accommodate demand for the Services, or availability of funding. These changes can occur during the course of this Contract through written change orders. If warranted and during the hours of operation of the Services, the CONTRACTOR may be requested to temporarily reassign his/her FSP operators/trucks to locations outside the assigned beat.

| FSP Beat # | Beat Description | One-Way Length in Miles | # Primary FSP Trucks in both AM and PM | # Backup FSP Trucks |
|------------|---|-------------------------|--|---------------------|
| 35 | I-15 from SR-74 to Temecula Parkway/79S | 18.9 | 2 | 1 |

2.1 Hours of Operation:

Monday through Thursday: 5:30 a.m. to 8:30 a.m., and from 2:30 p.m. to 6:30 p.m.
Friday: 5:30 a.m. to 8:30 a.m., and from 12:30 p.m. to 6:30 p.m.

Each Beat requires at least one backup truck available at all times. **RCTC reserves the right to change Beat hours and operational requirements during the course of the contract.**

- a. Total estimated service hours per vehicle/per year: 1,950
- b. In addition to the above service hours, at the discretion of RCTC and CHP, additional service may be requested on certain "high traffic days" on/or following certain holidays (e.g. July 4th, Labor Day, and Memorial Day). Contractor will be notified at least one week prior to when this service is to be provided.

During FSP shifts that require a 30-minute meal period break to be provided pursuant to Labor Code section 512, the Contractor shall either make arrangements for another certified FSP driver to provide the contracted FSP coverage during those breaks or not be compensated for each 30-minute meal period break during which FSP service is not provided. In no case shall the Contractor be entitled to compensation from RCTC for time during which its FSP driver is taking a 30-minute meal period break, unless the Contractor has provided another driver to cover this 30-minute meal period break.

2.2 Holiday Schedule

Proposer shall submit its cost proposal for provision of the required FSP tow services five days each week, Monday through Friday, of each year during the contract term, except for the following ten (10) holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)

7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

3.0 FSP Management and Representatives

RCTC has entered into a Memorandum of Understanding with the California Department of Transportation (Caltrans) and CHP, in order to provide peak hour freeway service patrols on selected freeway segments for traffic mitigation, as well as air quality improvement within Riverside County. RCTC, Caltrans, and CHP will jointly oversee the service. RCTC serves as the contract administrator and funding partner; Caltrans provides oversight; and CHP is responsible for the daily operations and field supervision of the program.

Authority for FSP derives from (a) Section 21718 (A) of the California Vehicle Code, which allows FSP trucks supervised by the CHP to stop on freeways for the purpose of rapid removal of impediments to traffic, and (b) Article 3, Section 91, of the Streets and Highways Code, which states that Caltrans is responsible for traffic management and removing impediments from the highways, as well as improving and maintaining the state highways.

3.1 Standard Operating Procedures

The guidelines and policies of the FSP program, which promote a safe work environment and maintain a level of professionalism, are contained in the Standard Operating Procedures (SOP) manual developed by the CHP. The SOP and any updates to it are incorporated into the contract with RCTC, therefore, the Contractor and their vehicle operators are responsible to operate and adhere to the most recent version of the SOP at all times.

Contractor shall be held responsible for maintaining an updated SOP (latest version issued with the RFP), which is incorporated herein by reference. SOP revisions and updates shall be unilaterally issued by RCTC or CHP, as deemed necessary by CHP or the FSP Technical Advisory Committee, and all changes, revisions and updates to the SOP, if any, shall supersede all previous or existing SOPs. A copy of the SOP is included as part of the original RFP package and additional hard or soft copies can be provided to all interested parties upon request.

Vehicle operators or trucks found not to be in compliance with FSP procedures defined in the SOP may be penalized, suspended, and/or terminated from the FSP program and the company may also be assessed liquidated damages amounts for said violations as described herein. Liquidated damages are inclusive of other remedies at law and/or those described under the terms of the contract.

Refer to Proposal Pricing Form for further details on violations and penalties.

4.0 Vehicles

4.1 Tow Truck Requirements

Primary and back-up FSP tow trucks shall be exclusively dedicated to the FSP program during FSP service hours of operation. They are not required to be exclusive during non-FSP hours. All vehicle maintenance activities shall be conducted during non-Service hours. When conducting the Services on a FSP shift, the CONTRACTOR's vehicle shall display all FSP markings and the vehicle operator shall wear a FSP uniform.

The FSP will utilize, at a minimum, Class A tow trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis, and a four (4) ton recovery equipment rating. All trucks proposed for use in the FSP Program must be less than one (1) year old with a maximum of 50,000 miles on the chassis and working parts of the truck at the onset of the contract, free of any mechanical defects or physical damage and have a clear (non-salvage) title. Extenuating circumstances dictating departure from this specification should be at the consensus of the local FSP partners. The CHP, in conjunction with Caltrans or the regional transportation agency, should verify the original purchase dates to ensure compliance. Lastly the truck shall have seating capabilities for five (5) adults.

All FSP tow trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB, as well as all local, state, and federal laws associated with that truck and as outlined in the RFP.

Each tow truck shall be equipped in accordance with the CHP's Freeway Service Patrol Manual and Standard Operating Procedures Manual and, at a minimum, shall include the following:

a. Equipment & Supplies (Required)

1. Wheel lift towing equipment, with a minimum lift rating of 4,000 pounds, with wheel lift extended. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 8,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Wire rope – 100ft., 3/8 inch diameter, 6 x19 or OEM specifications.
5. Two (2) Tow chains 3/8" alloy or OEM specs., J/T hook assembly.
6. Rubber faced push bumper.
7. Mounted spotlight capable of directing a beam both front and rear.
8. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
9. Public address system.

10. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
11. Heavy duty, 60+ amp battery.
12. Radios with the ability to communicate with the Contractor's base office (Verizon).
13. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be mounted for safety concerns.
14. Suitable cab lighting.
15. Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.
16. One (1) 1 7/8-inch ball and one (1) 2 inch ball.
17. Rear work lights. (4)
18. Safety chain D-ring or eyelet mounted on rear of truck.
19. Motorcycle straps. (2)
20. Diesel fuel in plastic jerry cans. (5 gallons)
21. Unleaded gasoline in plastic jerry cans. (5 gallons)
22. Safety chains min. 5ft. min. 5/16" Alloy or OEM Spec. (2)
23. First aid kit (small 5" x 9"). (1)
24. Fire extinguisher aggregate rating of at least 4 B-C units. (1)
25. Pry bar - 36" or longer. (1)
26. Radiator water in plastic container. (5 gallons)
27. 4" x 4" x 48" wooden cross beam. (1)
28. 4" x 4" x 60" wooden cross beam. (1)
29. 24" wide street broom. (1)
30. Square point shovel. (1)
31. Highway flares 360 minutes min.
32. Cones 18" height, reflectorized with tape.
33. Hydraulic Floor Jack: 2-ton AND
34. 2-ton jack stand
35. Wheel chock
36. Four-way lug wrench (1 std.). (1)
37. Four-way lug wrench (1 metric). (1)
38. Rechargeable compressor or refillable air bottle, hoses and fittings to fit tire valve stems, 100 psi capacity. (1)
39. Flashlight and spare batteries. (1)
40. Flashlight and spare batteries or charger (1)
41. Tail lamps/stop lamps, portable remote with extension cord. (1 set)
42. Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps and one end adapted to truck's power outlets. (1 set)
43. Funnel, multi-purpose, flexible spout. (1)
44. Pop-Up dolly (with tow straps), minimum rating of 3,900 pounds portable for removing otherwise un-towable vehicles. (1)
45. Dolly steel pry bar (1)
46. 5-gallon can with lid filled with clean absorb-all. (1)

- 47. Empty trash can with lid (5 gallon). (1)
- 48. Lock out set. (1)
- 49. Safety glasses.

b. Equipment & Supplies (Recommended)

- 50. Towing slings rated at 3,000 pounds minimum. **RECOMMENDED**
- 51. Sling crossbar spacer blocks. **RECOMMENDED** (2)

c. Tools (Required)

Each FSP truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the Contractor's option and expense.

- 52. Screwdrivers--
 - i. Standard-1/8", 3/16", 1/4", 5/16" (1 each, min).
 - ii. Phillips head - #1 and #2 (1 each, min).
- 53. Needle nose pliers (1)
- 54. Adjustable rib joint pliers, 2" min. capacity (1)
- 55. Crescent wrench - 8" (1)
- 56. Crescent wrench - 12" (1)
- 57. 4 lb. hammer (1)
- 58. Rubber mallet (1)
- 59. Electrical tape, roll (1)
- 60. Duct tape, 20 yard roll (1)
- 61. Tire pressure gauge (1)
- 62. Mechanic's wire (roll) (1)
- 63. Bolt cutters (1)

4.2 Tow Truck Appearance

FSP vehicles bearing the FSP title, logo, and vehicle identification number shall be painted white (includes the hood, fenders, doors, boom, and bed area – the entire truck is to be painted white). No trim is allowed. Lettering shall be in a blocked bold style parallel to the ground and shall be no less than 2 inches by 2 inches and no greater than 4 inches in height. Lettering can only be black in color (no other colors will be permitted). Letters shall be placed on the lower body of the truck toward the cab. Contractor's name on the boom is prohibited. The overall look of the truck must be approved by CHP prior to service implementation; therefore, any questions regarding this policy may be discussed with CHP prior to implementing, as truck compliance with current state FSP standards is required. No other accessory equipment, signage, or advertisements (mud flaps, stickers, employment advertisement, and so forth) shall be mounted or installed without prior CHP approval. This includes, but is not limited to: bras or window tint.

It shall be the vehicle operator's responsibility to place detachable FSP markings on each vehicle during FSP service hours and to remove the detachable markings immediately upon completion of each shift. RCTC will supply each Contractor with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the Contractor shall be responsible for the cost of the replacement markings. All FSP markings shall be returned at the termination of the contract. The cost of any RCTC and/or Caltrans/CHP supplied item and/or equipment not returned shall be deducted from the Contractor's final payment.

FSP markings, as well as vehicle numbers, shall be required on both sides of all trucks. The detachable markings (magnetic FSP signage) provided by RCTC, must be placed on the center of the driver and passenger doors of the vehicle. The vehicle operator shall be required to keep the title and logos clean, straight, and in readable condition throughout the FSP shift. The operator is also required to keep the magnetic signage flat (do not bend in any way), clean, and out of direct sunlight while being stored during non-FSP operational hours.

4.3 Vehicle Inspections

Prior to commencement of service, the CHP will inspect each vehicle designated for the FSP to ensure that it meets the vehicle specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the CHP. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and Contractor's base office.

Any unsafe, poorly maintained, or improperly equipped vehicle(s) shall be removed from service, and if discovered to be in such a condition during the shift said vehicle(s) shall be removed from service or repaired as directed by the CHP, and **the Contractor shall be fined three (3) times the hourly contract rate in one (1) minute increments for the remainder of that shift, plus the loss of revenue for the down time.** Spare vehicles, also known as "back-ups", will be required to complete the shifts of vehicles removed from service. The Contractor will be required to have a spare FSP vehicle available for service for the duration of each and every FSP shift.

The vehicle operator shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory the required equipment prior to the start of each and every shift. The vehicle operator shall be required to complete a driver log, which is used to track the mileage. A shift inspection/inventory log shall be completed by the vehicle operator prior to the start of each shift and be available for inspection. Any item missing must be replaced prior to the start of the shift. All equipment stored on top of the truck shall be secured to the truck.

4.4 Spare/Back-Up Vehicles

The Contractor shall be required to have one FSP Certified Back-Up tow truck available

per Beat during FSP service hours that is in full compliance with the agreement, unless otherwise authorized by RCTC and CHP in writing. During FSP service hours, the spare vehicle shall be kept at the Contractor's yard or staged adjacent to the assigned beat. The FSP Certified Back-Up tow truck should be used when a Certified Primary FSP tow truck is unavailable. The FSP Certified Back-Up tow truck shall meet the same requirements for equipment, set-up, and color as the Certified Primary FSP tow truck. It shall meet all the vehicle equipment specifications. Refer to Attachment H for further details on violations and penalties.

4.5 Vehicle Breakdown and Other Missed Service

The spare vehicle must be in service on the Beat within 45 minutes of the time a permanently dedicated vehicle is taken out of service for any reason. The Contractor shall not be paid for the time period that the contractually required trucks are not in service. **If a vehicle is not made available within the required 45-minute time period, the Contractor shall be fined three (3) times the hourly contract rate in one (1) minute increments for every minute that exceeds the 45 minute replacement period until a certified FSP compliant spare/back-up vehicle is provided. If a truck is not ready due to breakdown at the start of a shift, the fine time will be calculated from the start of the shift until a replacement is placed into service. If the entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate times the total minutes for the affected shift.**

Vehicle maintenance shall be performed during non-FSP service hours. In addition, not having a certified FSP "spare or back-up" vehicle operator available is not an allowable excuse for not having a spare (back-up) vehicle on the beat within the 45-minute time period. If the Contractor does not have a dedicated or spare truck on the Beat because a certified FSP vehicle operator is not available, the Contractor shall be fined three (3) times the hourly contract rate in one (1) minute increments until a certified FSP replacement vehicle operator is provided. If the entire shift is missed because a vehicle operator was not available, the Contractor shall be fined for the entire shift at three (3) times the hourly rate times the total minutes for the affected shift.

5.0 Communications Equipment and Computers

5.1 Communications Equipment

Each FSP vehicle shall be equipped with various communication devices that will enable the vehicle operator to communicate with the CHP Communications Center. All vehicles shall be equipped with an Automatic Vehicle Location (AVL) system, radios, and Data Collection Devices (DCD). The AVL system, radio, and DCD equipment shall be purchased, owned, and supplied by RCTC. RCTC shall select the equipment installation vendor.

The Contractor shall be responsible for maintaining the security of the vehicle communication equipment provided by RCTC. The Contractor shall be liable for any damage to the RCTC-owned communication equipment. The Contractor shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody, and control of the equipment. RCTC will deduct repair fees as well as the full replacement cost of any RCTC equipment due to improper use or negligence by the Contractor, from any payment due to the Contractor. RCTC-supplied vehicle communications equipment shall be returned in full working condition upon contract termination. The cost of any equipment not returned within a reasonable time period shall be deducted from the Contractor's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the Contractor and shall be installed (mounted) in all vehicles.

The Contractor is also required to use Verizon wireless cell phones with push-to-talk-plus capability, or equivalent, for communications with the CHP Communications Center and the CHP Field Supervisor. Wireless cell phones shall be purchased and maintained by the Contractor. The Contractor will also be responsible for all operating costs as well. In addition, tow operators are not permitted to take pictures, video, or capture any other images while performing FSP duties during FSP operational hours. These actions will not be tolerated and a vehicle operator may be terminated if it is discovered they are doing so.

In addition, any input of data into the DCD shall not be allowed while the vehicle is being operated/driven. Use of other devices while driving/operating a vehicle such as cell phones is prohibited by California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability for the driver of the disabled vehicle to hear instructions transmitted from the cab of the FSP vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

5.2 Computer Equipment

The Contractor must have and maintain a desktop computer workstation with high-speed internet access and email to communicate with RCTC staff.

The Contractor must ensure that the DCD equipment is inspected and cleaned on a quarterly basis, or more frequently if needed. All DCD equipment should have the exterior protective case cleaned (protective outside case) and screen protector shall be inspected for functionality and serviceability. Worn items shall be immediately reported to RCTC.

All DCD equipment must be kept in a secure location. **During non-FSP operational hours, DCD equipment shall not be left in a tow vehicle or go home with a vehicle operator or anyone else.** All DCD equipment must be in a designated charging area

at the tow operator's facility during non-FSP operational hours. The DCD equipment shall always have enough charge to complete each shift. In order to reduce instances of technology glitches, the DCD equipment shall be turned off/turned on at least once per week. DCD equipment is to be with the vehicle operator in their FSP truck during FSP operational hours. Any other location shall not be permitted.

The Contractor shall immediately report any issues with the workstation or the DCD equipment to the RCTC FSP Program Manager or one of the FSP CHP Officers. Contractor is directly responsible to ensure their computer workstation is operating and **has internet access at all times** – this is a contract requirement.

The Contractor shall provide access to the DCD equipment for RCTC staff, or their designated designee, at **any time** during the course of the Contract. **In addition, the Contractor shall also make the workstation available to RCTC, or its designee, 30 calendar days prior to the start of the new service.**

The Contractor shall provide an annual inspection report to RCTC indicating the status of all equipment. RCTC will provide the submittal form. Tow operators should consider the accurate completion and timely return of this form as part of their contract requirements.

5.3 Equipment Tampering

Tampering with FSP communication/tracking equipment so that it does not function properly to RCTC's specifications, and/or is disconnected or moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cables, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, disconnecting any connectors, Contractor/subcontractor unintentionally altering equipment or connections to equipment during vehicle maintenance or repair, or interfering with the operations of the equipment.

If tampering is suspected, FSP Management may conduct an inspection of the equipment on the Beat or the vehicle may be sent to a designated location determined by FSP Management.

1. If tampering is found while the vehicle is used during FSP operational hours, the vehicle operator and vehicle will be immediately taken out of service and the Contractor shall be fined in one (1) minute increments at three (3) times their hourly rate, until such time that the back-up truck is deployed. Please note that if tampering is discovered, the penalties (three times the hourly rate in one minute increments) shall begin immediately upon the discovery of the tampering. The normal 45-minute back-up truck time allowance will not be considered "non-penalty" time under these circumstances. The penalties shall begin immediately upon the tampering being discovered.

2. If the vehicle is suspected to have equipment that has been tampered with, it may be sent to a designated location determined by FSP Management and CHP for an inspection. If tampering is found, the Contractor will be retroactively fined three (3) times the hourly rate in one (1) minute increments from the time the tampering was first suspected. The penalties will continue until a certified FSP back-up truck is deployed. The normal 45-minute back-up truck time allowance will not be considered “non-penalty” under these circumstances.

Tampering Repairs

If tampering is discovered during FSP operational hours, the vehicle will be taken out of service and will remain out of service until the repair and the documentation can be completed by the FSP Program designated technician. FSP Management determines the designated technician. The transportation, labor, and repair costs will be the responsibility of the Contractor. Costs incurred to repair and document the equipment will be deducted from the Contractor monthly invoice.

Tampering Penalties

The Contractor will also be assessed a \$250 fine (whether the tampering is discovered while on the Beat, or if it was suspected and later confirmed) per incidence on their monthly invoice. If it is determined that the vehicle operator tampered with the equipment, the vehicle operator will be suspended for a minimum of 30 days for the initial tampering offense and subject to termination from the FSP Program for any subsequent tampering violations.

6.0 Contractor Responsibilities

6.1 Appearance at Hearings

If and when required by SAFE, Contractor shall render assistance at public hearings or other meetings related to the performance of the Services.

6.2 Damage Complaints

Upon receiving a damage complaint from a motorist assisted by the Contractor, that the Contractor damaged their vehicle while lending assistance, the Contractor shall notify CHP immediately regarding the nature of the damage complaint and its disposition. The Contractor shall reply to the motorist by telephone within twenty-four (24) hours of receiving the damage complaint notification from CHP. If necessary, the Contractor shall send either his or her authorized representative or his or her insurance company representative to inspect the vehicle and complete an incident report within forty-eight (48) hours after receiving the damage complaint. If the investigation shows that damage to the vehicle could have been caused by the Contractor, the Contractor shall negotiate in good faith to try and resolve the issue and shall report to CHP the result of the negotiations. All complaints shall be resolved within a reasonable time-period after being received.

6.3 Complaint Review Committee

The FSP Technical Advisory Committee (“FSP TAC”) is composed of voting members from CHP, SAFE, and Caltrans. Voting members of the FSP TAC are hereby designated as the members of the Damage Complaint Review Committee (“DCRC”). If the DCRC finds that justifiable complaints are not resolved within a reasonable timeframe, it can recommend that payment to the Contractor in the amount of the damage claim may be deducted from the Contractor monthly invoice.

6.4 Trend Meetings

Contractor shall attend, or send a designated management-level representative, to all trend meetings (i.e. required FSP TAC meeting which meets every other month). These trend meetings will encompass focused and informal discussions concerning, but not limited to: scope, Services, schedule, current progress of Services, relevant cost issues, and future objectives. Contractor shall be responsible for having a representative attend all meetings (i.e. FSP TAC meetings) that has the ability to make management-level decisions on the behalf of the Contractor. If the Contractor cannot have a management-level representative at a meeting, Contractor shall notify SAFE and CHP prior to the meeting. Management-level attendance at these meetings shall be considered part of the Contractor’s contractual responsibility. Meetings are scheduled, and Contractor will be notified of such schedule, no later than three (3) working days prior to the meeting.

7.0 Vehicle Operators

7.1 Operator Qualifications and Performance

All potential vehicle operators shall be required to have a safe driving record and, at a minimum, a valid Class C driver’s license. All vehicle operators shall be 18 years of age or older at the time of background check. Potential vehicle operators shall be subject to driving record and criminal background checks through the California Highway Patrol. Potential vehicle operators shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required Freeway Service Patrol equipment to provide safe and proper service. Any certified vehicle operator from other FSP areas will be evaluated on a case-by-case basis. All potential vehicle operators must be capable of demonstrating their tow operating abilities prior to formal CHP training, also known as proficiency testing.

Additionally, the vehicle operators will be required to exercise good, sound judgment in carrying out their duties. Vehicle operators shall be required to inform the CHP Communications Center any time they leave the assigned Beat. This includes breaks and replenishing expendable items, such as: gasoline, fire extinguisher, etc. The vehicle operator shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

FSP vehicle operators will be responsible for accurately entering the required data into DCD equipment every shift. Each FSP vehicle operator shall complete an inspection worksheet prior to the commencement of driving the tow truck and a mileage log prior to

beginning service on the Beat. The FSP vehicle operator shall be required to complete an assist record for each incident. Each assist record should be accurate. Contractors or Operators providing false or misleading information to FSP Management shall be subject to disciplinary action and will be handled on a case-by-case basis.

FSP vehicle operators shall always complete the required procedures per the SOP when handling required forms. No duplicate survey numbers should be entered into the DCD equipment at any time. Vehicle operators are required to complete in their entirety the Release of Liability form and Damage Release form when applicable. These completed forms should be handed in to RCTC at a minimum every 60 days. If it is discovered that a vehicle operator has entered duplicate survey numbers, not properly completed the release forms, or not turned the release forms in timely, the Contractor may be subject to penalties as outlined in Proposal Pricing Form.

CHP, Caltrans, and RCTC maintain strict drug and alcohol policies. Contractors shall have an alcohol and drug program that includes at a minimum, a drug and alcohol free workplace policy and an employee alcohol/drug-testing program. Any FSP vehicle operator found working under the influence of drugs or alcohol shall be immediately removed from the FSP program by the Contractor. The Contractor shall be responsible for providing a certified replacement vehicle operator for that vehicle.

The Contractor shall be an active participant in the **DMV Pull Notice Program**.

If a vehicle operator is convicted of a crime involving a stolen vehicle, stolen property, violence, drugs, or moral turpitude, fraud related to the towing business, or misdemeanor or felony driving while under the influence of alcohol or a drug, the Contractor shall permanently remove that vehicle operator from duties under the FSP program. If a vehicle operator is charged with any of the above crimes, the Contractor shall immediately suspend that vehicle operator from duties under this program pending the outcome of the criminal case. If the vehicle operator is not convicted, or is ultimately convicted of a lesser crime not described above, RCTC retains the right to have the Contractor remove that vehicle operator from the duties under the FSP program.

7.2 Operator Training

At the Contractor's expense, all company owners, FSP vehicle operators, and back-up vehicle operators shall be required to present a certificate of completion of a SHRP 2/TIMS training course and to complete the CHP two-day training program which costs approximately \$50.00 per vehicle operator (fee is for the DL64 Tow Truck Driver Certificate and fingerprinting). Contractors shall pay all FSP operators and back-up vehicle operators for attending the training. No vehicle operator will be allowed to begin patrolling without meeting the requirements set forth in the SOP. Any vehicle operator who is found on patrol not meeting the requirements may be prohibited from further FSP service and the Contractor's contract may be terminated immediately.

Mandatory CHP refresher training classes shall be attended. A **minimum** of four (4) hours refresher training per year shall be required (at Contractor's expense). **Contractors shall pay all FSP vehicle operators and back-up vehicle operators for attending the required training.**

Vehicle operators will be required to utilize DCD equipment to input information about mileage, inspection, and each assist, which will include: location, vehicle make, model, license number, type of assistance provided, etc. Vehicle operators will be trained on using DCD equipment to enter data.

7.3 Operator Driving Record and Criminal History Check

As required by California Vehicle Code Section 2340, all applicants and owners are required to have a driver's license and criminal history check. Only after a completed CHP 234F is received and accepted by CHP, a driver's license and preliminary criminal history check will be performed.

The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in this SOP (refer to Chapter 11, Annex A).

The preliminary criminal history check will consist of a preliminary background check to determine if the applicant meets the criteria for a California Tow Truck Driver Certificate as outlined in California Public Resources Code Section 5164, California Vehicle Code Section 13377 and the FSP Contract. In addition, RCTC or the CHP may, in its sole discretion, require an Employer to replace any vehicle operator or reject a potential vehicle operator who it determines is not suitable to represent the FSP Program with the public. If the applicant passes the preliminary criminal history check, the applicant shall submit to fingerprinting.

Driver's license and preliminary criminal history checks will be completed by CHP within ten (10) working days of the acceptance of a CHP 234F.

7.4 Vehicle Operator Uniform

It shall be the responsibility of the Contractor to provide the vehicle operator with specified uniforms, black protective toe boots, nameplate, gloves and other equipment. The equipment includes navy blue coveralls or navy blue shirts and pants. If coveralls are worn, they shall have a collar with a zip front. Optionally, drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange (must be only 2.5" wide) trim, with a ½" silver reflective tape down the middle. This allowed reflective tape must be on both sleeves. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

Sleeves and pant legs shall be moderately tapered to avoid excessive fullness.

A safety vest with reflective stripes shall be worn and supplied by RCTC. RCTC will

supply vests with the FSP logo patches already sewn on per CHP's required patch placement locations. A FSP logo patch is not required to be sewn on the navy blue FSP vehicle operator uniform.

A detachable brass or gold nameplate shall be worn with the first initial of the first name and full last name. Letters shall not exceed ½" tall. The nameplate shall be worn above the right chest pocket on the safety vest. The Contractor is responsible for obtaining FSP CHP approval of the driver nameplates, and the Contractor is responsible for the purchase and replacement of the FSP vehicle operator nameplate.

All FSP vehicle operators shall wear general duty black work boots with protective (steel or composite) toe.

During cold weather, a navy blue sweater or sweatshirt may be worn under the uniform shirt/coveralls. As an option, a navy blue jacket may also be worn, if it meets all the uniform specifications and is worn under the safety vest. Rain gear, if worn, shall be waterproofed material and navy blue or yellow in color.

Hats, if worn, shall be baseball-type caps and navy blue in color. An "FSP" logo patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn which must be navy blue in color and worn only with a jacket or long sleeve shirt under the vest.

Contractor should refer to the most current SOP to ensure they are following the most recent requirements. SOP revisions and updates shall be unilaterally issued by RCTC, as deemed necessary by RCTC management, and all changes, revisions and updates to the SOP, if any, shall supersede all previous or existing SOPs. A copy of the SOP is included as part of the original RFP package.

7.5 Local Office

The Contractor shall provide a local office for contract administration purposes. This office shall be staffed by either the Contractor or a person who has the authority to conduct business and make decisions on behalf of the Contractor. The office shall have business hours coinciding with Contractor's Beat(s) hours of operation. Through the Proposal document shown in the Contractor Representative Form, the Contractor shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the Contractor. The office shall be established within close proximity to the Contractor's Beat(s) and the County of Riverside. Also note in the Scope of Services, Section 4.4, **a backup vehicle and a certified FSP vehicle operator must be available within a 45-minute request of the Beat area.**

This requirement may also determine if the local office is close enough to satisfy the requirements under this section.

The Contractor shall also provide **telephone and email** through which he/she, or a responsible representative who has the authority to conduct business and make

decisions on behalf of the Contractor, can be contacted during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine provided at the Contractor's expense, shall be available to log calls, take complaints, etc. **An email address that is monitored daily** shall be provided for notification purposes during operational and non-service hours. The Contractor will be responsible for having a company representative monitor and review messages/notices on a daily basis.

7.6 Remedies and Liquidated Damages

RCTC has a need to deal contractually with a range of failures by Contractors to meet contractual standards and requirements short of suspension or termination. Failure to meet contractual standards and requirements constitute a default under the contract and is subject to the various remedies provided in the contract, up to and including termination of the contract.

It is clear that any default that is related to service or contractor's readiness for service will either degrade service or lead to the degradation of service. The failure to meet contractual standards and requirements, therefore, causes damages to the FSP program and its participants (RCTC, CHP and Caltrans) and to the public being served by the FSP program. Because of the public service nature of the mission of the FSP, described generally in the Standard Operating Procedures (SOP), to keep traffic and commerce flowing on the regional freeways, the damages arising from contractor's failure to meet the contractual standards and requirements are impractical or extremely difficult to ascertain on an individual basis.

The contract has therefore established a series of remedies to attempt to deal with a range of defaults. The most egregious default will result in suspension or termination. Lesser defaults will result in the assessment of liquidated damages. These lesser remedies have been described in the SOP as fines, violations or penalties. This is not a correct characterization of the intent of the remedies. The remedies arise because the contractor is in default and the FSP and the public it serves is damaged by that default. The remedies are to compensate FSP for its damages and to encourage compliance with performance requirements of the contract.

EXHIBIT “B”

Compensation and Payment

| Regular Rate | | | | |
|---------------------|--|--------------------|--------------------|------------------|
| Rate # | Evaluation Criteria (Average Fuel Cost Per Gallon) | Year 1 & 2 Rate | Year 3 & 4 Rate | Year 5 Rate |
| Base Rate | \$0.00 | \$ 109.50 | \$ 114.75 | \$ 119.25 |
| 1 | \$0.01 - \$2.99 | \$ 142.00 | \$ 149.00 | \$ 155.00 |
| 2 | \$3.00 - \$3.99 | \$ 143.00 | \$ 150.00 | \$ 156.00 |
| 3 | \$4.00 - \$4.99 | \$ 144.00 | \$ 151.00 | \$ 157.00 |
| 4 | \$5.00 - \$5.99 | \$ 145.00 | \$ 152.00 | \$ 158.00 |
| 5 | \$6.00 - \$6.99 | \$ 146.00 | \$ 153.00 | \$ 159.00 |
| 6 | \$7.00 - \$7.99 | \$ 147.00 | \$ 154.00 | \$ 160.00 |
| 7 | \$8.00 - \$8.99 | \$ 148.00 | \$ 155.00 | \$ 161.00 |
| 8 | \$9.00 - \$9.99 | \$ 149.00 | \$ 156.00 | \$ 162.00 |
| 9 | \$10.00+ | \$ 150.00 | \$ 157.00 | \$ 163.00 |
| Average Rate | | \$ 146.00 | \$ 153.00 | \$ 159.00 |

| Rates for Construction FSP / Extra Work Using Existing Vehicles | | | | |
|---|--|--------------------|--------------------|------------------|
| Rate # | Evaluation Criteria (Average Fuel Cost Per Gallon) | Year 1 & 2 Rate | Year 3 & 4 Rate | Year 5 Rate |
| Base Rate | \$0.00 | \$ 120.75 | \$ 126.75 | \$ 131.25 |
| 1 | \$0.01 - \$2.99 | \$ 157.00 | \$ 165.00 | \$ 171.00 |
| 2 | \$3.00 - \$3.99 | \$ 158.00 | \$ 166.00 | \$ 172.00 |
| 3 | \$4.00 - \$4.99 | \$ 159.00 | \$ 167.00 | \$ 173.00 |
| 4 | \$5.00 - \$5.99 | \$ 160.00 | \$ 168.00 | \$ 174.00 |
| 5 | \$6.00 - \$6.99 | \$ 161.00 | \$ 169.00 | \$ 175.00 |
| 6 | \$7.00 - \$7.99 | \$ 162.00 | \$ 170.00 | \$ 176.00 |
| 7 | \$8.00 - \$8.99 | \$ 163.00 | \$ 171.00 | \$ 177.00 |
| 8 | \$9.00 - \$9.99 | \$ 164.00 | \$ 172.00 | \$ 178.00 |
| 9 | \$10.00+ | \$ 165.00 | \$ 173.00 | \$ 179.00 |
| Average Rate | | \$ 161.00 | \$ 169.00 | \$ 175.00 |



AGENDA ITEM 8

| <i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i> | |
|--|--|
| DATE: | June 26, 2023 |
| TO: | Western Riverside County Programs and Projects Committee |
| FROM: | Bryce Johnston, Senior Capital Projects Manager |
| THROUGH: | Erik Galloway, Project Delivery Director |
| SUBJECT: | Amendment to Agreement with Parsons Transportation Group to provide Plans, Specifications, and Cost Estimates Services and Amendment to Agreement with Falcon Engineering Services to provide Construction Management Services for State Route 71/State Route 91 Interchange Improvement Project |

STAFF RECOMMENDATION:

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

- 1) Approve Agreement No. 11-31-110-17, Amendment No. 17 to Agreement No. 11-31-110-00, with Parsons Transportation Group Inc. (Parsons) for preparation of plans, specifications, and cost estimates (PS&E) for construction of State Route 71/State Route 91 Interchange Improvements Project (Project), in the amount of \$991,075, plus a contingency amount of \$110,000, for an additional amount of \$1,101,075, and a total amount not to exceed \$15,268,100;
- 2) Approve Agreement No. 21-31-012-01, Amendment No. 1 to Agreement No. 21-31-012-00, with Falcon Engineering Services Inc. (Falcon) for construction management (CM) services, materials testing, construction surveying and public outreach for the Project for an additional amount of \$2,021,453, and a total amount not to exceed \$20,221,453;
- 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 the use of the contingency amount as may be required for the project.

BACKGROUND INFORMATION:

The Project was identified and approved by the voters in 2009 as part of Measure A and was included in the 2009 Measure A 10-Year Western Riverside County Highway Delivery Plan. The Project will improve mobility on SR-91 and SR-71 by enhancing operations and the capacity of the 71/91 interchange by constructing a new, direct connector ramp from eastbound SR-91 to northbound SR-71 and reconfiguring the eastbound SR-91 ramp between Green River Road and the 71/91 interchange. The Project is also included in the SR-91 Implementation Plan adopted by the Commission.

On February 2, 2012, Riverside County Transportation Commission (Commission) awarded Agreement No. 11-31-110-00 to Parsons to provide engineering services for the Project for a total amount not to exceed \$8,940,568. The PS&E package for this Project was originally approved in March 2015. However, due to funding constraints the Project was postponed. Since that time, the Commission has been acquiring right of way and relocating conflicting utilities required for the Project in anticipation that construction funding would eventually become available.

On December 2, 2020, the California Transportation Commission approved Senate Bill 1 Trade Enhancement Corridor Program (SB1 TCEP) funds for construction of the Project. The Commission also programmed federal Surface Transportation Block Grant (STBG), State Transportation Improvement Program (STIP), and 2009 Measure A Western County highways and new corridors funds for the Project.

Subsequently, the PS&E package was updated to meet current standards, and an environmental revalidation was completed. The final PS&E package was approved by Caltrans in June 2021, and the environmental revalidation was approved by Caltrans on October 12, 2021.

On June 9, 2021, the commission awarded Agreement No. 21-31-012-00 to Falcon for CM services for the Project and on October 12, 2022, the Commission awarded Agreement No. 20-31-042-00 to Skanska USA Civil West (Skanska) for construction of the project and full notice to proceed was issued to Skanska on January 31, 2023.

DISCUSSION:

PS&E Services (Parsons) – Amendment No. 17

On February 2, 2012, the Commission awarded Agreement No. 11-31-110-00 to Parsons to provide engineering services for the preparation of PS&E for the Project in the amount of \$8,136,031, plus a contingency of \$804,537, for a total amount not to exceed \$8,940,568. There have been 16 amendments to the agreement with three amendments resulting in a change in the original Commission authorization amount, the amendments were required to revalidate the environmental documents, bring the plans to current Caltrans Highway Design Manual standards prior to construction, and to implement various out of scope items that were the result of the environmental revalidation and engineering tasks.

As the Project's final design progressed, changes to the scope of work were required. To maintain the Project's schedule, staff issued amendments reallocating contract budget from construction support services to cover these tasks.

The scope of work changes during the final design phase included:

- Soundwalls (Exhibit A): Prior to the original environmental document's approval, property owner surveys identified that soundwalls were not required. The revalidation of the environmental document triggered the resurvey of property owners, which resulted in a need for soundwalls spanning seven properties. RCTC requested that Parsons add the

design of the soundwalls to SR-71/SR-91 project scope of work. The scope of this change included the preparation of PS&E, right of way support, topographic survey, and geotechnical investigations for the soundwalls. Estimated Cost of \$364,720.

- Design Information Bulletin (DIB) 91 and CEM1302 Forms (Exhibit B): DIB 91 and CEM-1302 were issued by Caltrans on June 25, 2021, which mandated all public works projects with PS&E delivery on or after January 1, 2022, to include a Form CEM-1302. This required that CEM-1302 forms be completed for all k-rail locations and work zones shown on the traffic handling plans. This change included updating the traffic handling plans to comply with DIB 91 and completing the CEM 1302 Forms for the k-rail design. Estimated Cost of \$24,437
- Determination of Biologically Equivalent or Superior Preservation Report (DBESP) (Exhibit C): The original DBESP report assumed that the mitigation credits would be purchased from Santa Ana Watershed Association (SAWA). However, since the Project was placed on hold for a number of years, these mitigation credits were no longer available. Parsons had to find a new compensatory mitigation, which was identified at Riverpark Mitigation Bank and Soquel Canyon Mitigation Bank. Additionally, the site conditions were changed since the original DBESP report was approved, California Department of Fish and Wildlife (CDFW) required the determination of biologically equivalent or superior preservation report be updated to document the compensatory mitigation acquired for the project with the latest site conditions. Estimated Cost of \$28,195

The eastbound SR-91 to northbound SR-71 Connector is a three frame, 10-span bridge that crosses both directions of travel on the SR-91, Santa Ana River, and the southbound direction of the SR-71. A portion of the bridge spans the Prado Dam Spillway and is considered within United States Army Corps of Engineers (USACE) jurisdiction. The construction activities within the Prado Dam Spillway include drilling, shoring, piles installation, falsework, heavy lifting, and crane operation.

Due to the Project location falling within USACE jurisdiction, it will require USACE direct involvement including oversight of the construction activities and review and approval of all related plans and calculations, to ensure the temporary and permanent construction operations would not impact the integrity of Prado Dam Spillway. The construction submittals will be reviewed by the following USACE departments, Reservoir Regulation, Construction, Hydrology & Hydraulics, Design, Structural, and Geotechnical divisions.

USACE estimated the cost of these services including project management efforts would total \$290,520 (Exhibit D), the cost is broken down as follows:

| | |
|--------------------------------------|-------------------|
| Environmental Resources: | \$ 20,500 |
| Engineering Services/QA Support: | \$ 117,200 |
| Engineering Services /USACE Monitor: | \$ 132,000 |
| Real Estate Services: | \$ 20,000 |
| Administrative Services: | <u>\$ 820</u> |
| | \$ 290,520 |

Parsons facilitated all coordination and payments with USACE during the design phase of the Project and therefore RCTC requested Parsons to continue coordinating the efforts with USACE during construction. The USACE costs will be included in the Parsons contract to ensure no disruption or delay to the on-going construction operations.

Due to level of USACE involvement and to ensure sufficient funds available for USACE support during construction, Parsons requested additional contingency in amount of \$110,000 to cover potential future USACE charges.

Additionally, this amendment includes funds for the following:

- Microwave Vehicle Detection System (MVDS): The design and construction of the MVDS were originally planned to be a new project for RCTC Toll group. However, since construction of SR-71/SR-91 Interchange Project was started and the MVDS system is located within the project limits, it was determined that it would be more efficient to add the design and construction of the MVDS to SR-71/SR-91 Interchange Project. Estimated Cost \$10,000.
- Additional project management and design support during construction: During the bidding process the construction duration was extended to 575-working days due to comments and concerns raised by the bidders. This resulted in an additional 100-working days for design support during construction. These 100 additional working days were not anticipated in Parsons original scope of work and this amendment will address these additional days for design support during construction. Estimated cost \$273,203.

Parsons estimated \$991,075 is required to address these additional scope of services plus a contingency of \$110,000. These additional funds include the costs identified above as well as USACE support during construction.

Summary of Design Changes

| Scope of Work | Cost Estimate |
|--|----------------------|
| Soundwalls | \$ 364,720 |
| Design Information Bulletin (DIB) 91 and CEM 1302 Forms | \$ 24,437 |
| Determination of Biologically Equivalent or Superior Preservation Report | \$ 28,195 |
| Army Corps of Engineers | \$ 290,520 |
| Microwave Vehicle Detection System | \$ 10,000 |
| Additional Project Management and Design Support During Construction | \$ 273,203 |
| Total Amendment No. 17 | \$ 991,075 |
| Contingency for Army Corp of Engineers | \$ 110,000 |
| Total Authorization for Amendment No.17 | \$ 1,101,075* |

*Issuing this amendment will increase the existing contingency from \$769,358 to \$879,358.

CM (Falcon) – Amendment No. 01:

On June 09, 2021, the Commission awarded Agreement No. 21-31-012-00 to Falcon to perform CM, materials testing, construction surveying services, and public outreach for the Project in the amount of \$16,756,467, plus a contingency amount of \$1,443,533, and a total not to exceed of \$18,200,000. To address Caltrans' pre-award audit findings, the contract was reduced by \$63,329. This resulted in the execution of the contract with Falcon in the amount of \$16,693,138, plus a contingency amount of \$1,506,862, for a total not to exceed of \$18,200,000.

The Project's CM contract was procured and awarded prior to the construction contract to allow the CM to perform a constructability review of the design and to prepare for the start of construction. The CM contract was originally awarded with the assumption of a 475-working day construction contract duration. During the bidding process the construction contract duration was extended to 575-working days due to comments and concerns raised by the bidders. This resulted in an additional 100-working days for the CM contract. The additional working days represent 21 percent of the original agreement duration. During the extended agreement duration Falcon's core staff, which will be managing the construction, will incur an additional cost of \$2,021,453 while other services, i.e., material testing and surveying services will remain unaffected by the extension (Attachment 7).

Additional funds of \$2,021,453 will be needed to ensure adequate budget remains in the CM contract to manage the construction contract during the additional 100-working days.

FISCAL IMPACT:

PS&E Funding Sources (Agreement No. 11-31-110)

This amendment will be funded by the following fund sources:

- SB 1 - Local Partnership Program (SB1 LLP)
- STBG

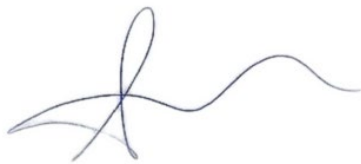
CM Funding Sources (Agreement No. 21-31-012)

This amendment will be funded by the following fund sources:

- SB1 TCEP
- SB 1 - State Transportation Improvement Program (SB1 STIP)
- STBG

Budget Expenditure Schedule

| | FY 23/24 | FY 24/25+ | Total |
|-------|-----------------|------------------|--------------|
| PS&E | \$ 300,520 | \$ 800,555 | \$ 1,101,075 |
| CM | | \$ 2,021,453 | \$ 2,021,453 |
| Total | \$ 300,520 | \$ 2,822,008 | \$ 3,122,528 |

| Financial Information | | | | | |
|-----------------------------|--|-------|---------------------------|--------------------|--------------------------|
| In Fiscal Year Budget: | Yes | Year: | FY 2023/24 FY 2024/25+ | Amount: | \$300,520 \$2,822,008 |
| Source of Funds: | STBG, SB1 LPP, SB1 TCEP, SB1 STIP | | | Budget Adjustment: | No |
| GL/Project Accounting No.: | 003021 81102 00000 0000 262 31 81101 Final Design 003021 81302 00000 0000 262 31 81301 CM | | | | |
| Fiscal Procedures Approved: |  | | | Date: | 06/15/2023 |

Attachments:

- 1) Amendment No. 17 Proposal (Parsons)
- 2) Exhibit A: Soundwalls
- 3) Exhibit B: DIB 91 and CEM 1302 Forms
- 4) Exhibit C: Determination of Biologically Equivalent or Superior Preservation Report
- 5) Exhibit D: Army Corp of Engineers Funding Letters
- 6) Draft Agreement No. 11-31-110-17 Amendment No. 17 with Parsons
- 7) Amendment No. 01 Proposal (Falcon)
- 8) Draft Agreement No. 21-31-012-01 Amendment No. 01 with Falcon

EXHIBIT A (PART 1)**SR 71/SR 91 Interchange Improvement Project****Scope of Work (Amendment #17)****Background:**

The Riverside County Transportation Commission (RCTC), in cooperation with Caltrans, proposes to improve the existing State Route 71 (SR-71)/State Route 91 (SR-91) interchange (Project) in the City of Corona, Riverside County. The proposed improvements include constructing a new direct connector from eastbound (EB) SR-91 to northbound (NB) SR-71 and reconfiguring the EB SR-91 ramp between Green River Road and the SR 71/91 interchange. The proposed project is anticipated to improve mobility on SR-91 and SR-71 by enhancing operations and capacity at the SR 71/91 interchange.

During the final design process, there were several changes to the scope of work that resulted in 'no cost change' amendments to the contract in which budget from the future Construction Support and As-Built Drawing preparation tasks were redistributed to cover the changes in scope required by the various agencies. Below is a summary of these 'no cost change' amendments that were approved by RCTC for which Parsons is now seeking to recoup budget for Construction Support services:

- September 7, 2021 (\$364,720); Soundwalls – This amendment included the preparation of the plans, specifications, and estimate for soundwalls spanning seven private properties. Additionally, the task included right-of-way support, topographic survey, and geotechnical investigations.
- December 7, 2021 (\$24,436.69); Design Information Bulletin (DIB) 91 and CEM 1302 Forms – This amendment included updating the traffic handling plans to comply with DIB 91 and completing the CEM 1302 Forms for the k-rail design.
- January 3, 2023 (\$28,195); Determination of Biologically Equivalent or Superior Preservation Report (DBESP) - California Department of Fish and Wildlife (CDFW) requires the DBESP be updated to document the compensatory mitigation acquired for the project.

Additionally, the following funding is required for Army Corps of Engineers:

- On February 7, 2023, RCTC requested that Parsons provide funding to Army Corps of Engineers for their administrative fees required for the construction phase of the project. An initial payment of \$40,000 was made on 2/13/23 and a subsequent payment of \$118,520 was made on 4/11/23. The total funds transferred to Army Corps was \$158,520.
- On April 18, 2023, Army Corps of Engineers sent RCTC a request for an additional \$132,000 for a construction representative, project engineer, and resident engineer during construction. Parsons plans to pay Army Corp the \$132,000 once this amendment is approved.
- Parsons has included an additional \$100,000 in the ODC budget of this amendment for future Army Corps of Engineers fees.

Additional Scope of Work Summary:

The additional scope of work in this Amendment No. 17 includes:

- Scope and fee to replenish the Design Support During Construction and As-Built Drawing preparation tasks depleted by the above-mentioned amendments.

- CCO#6 – RCTC directed change order to incorporate Microwave Vehicle Detection System for tolling infrastructure

Attachments:

- A - September 7, 2021; Soundwalls
- B - December 7, 2021; Design Information Bulletin (DIB) 91 and CEM 1302 Forms
- C - January 3, 2023; Determination of Biologically Equivalent or Superior Preservation Report (DBESP)
- D – February 3, 2023; Army Corp of Engineers Funding Letter

SR-71/91 IC PS&E

BUDGET SUMMARY (Amendment No 17)

| Firm | Remaining Budget | Estimate to Complete | Amendment #17 |
|----------------------|------------------|----------------------|----------------|
| Parsons | \$408,471.76 | \$1,527,514.60 | \$1,119,042.84 |
| EMI | \$74,373.73 | \$74,373.73 | \$0.00 |
| Psomas | \$4,438.44 | \$4,438.44 | \$0.00 |
| FPL | \$1,278.27 | \$1,278.27 | \$0.00 |
| Tylin | \$66,683.68 | \$66,683.68 | \$0.00 |
| ECORP | \$3,460.95 | \$0.00 | (\$3,460.95) |
| Lynn Capouya | \$24,507.23 | \$10,000.00 | (\$14,507.23) |
| TOTAL AMENDMENT #17: | | | \$1,101,075 |

| SR-71/91 PS&E (Amendment 17) | | Total | Parsons | | | | | | | | | | |
|--|--|--------------|---------------------------|---------------------|-------------|-----------------------|------------------------------|--------------------|----------------------------|-----------------------------|-----------------|------------|--------------|
| | | | Principal Project Manager | Engineering Manager | Engineer II | Environmental Manager | Senior Environmental Planner | Structures Manager | Senior Structures Engineer | Structures Project Engineer | Senior Engineer | Admin | Total |
| Task 1.0 Project Management | | | | | | | | | | | | | |
| Project Management, Invoicing, Meetings | | 392 | 340 | | | | | | | | | 52 | 392 |
| | | 0 | | | | | | | | | | | 0 |
| TOTAL HOURS - TASK 1.0 | | 392 | 340 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 52 | 392 |
| HOURLY RATE | | | \$113.61 | \$89.52 | \$48.61 | \$73.03 | \$67.03 | \$129.49 | \$90.37 | \$69.82 | \$56.92 | \$43.05 | |
| TOTAL DIRECT LABOR | | \$40,866.22 | \$38,627.41 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,238.81 | \$40,866.22 |
| TOTAL MULTIPLIERS | | \$50,228.67 | \$47,476.95 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,751.72 | \$50,228.67 |
| TOTAL FEES | | \$9,109.49 | \$8,610.44 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$499.05 | \$9,109.49 |
| TOTAL COST - TASK 1.0 | | \$100,204 | \$94,715 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$5,490 | \$100,204 |
| Task 5.0 Environmental | | | | | | | | | | | | | |
| Determination of Biologically Equivalent or Superior Preservation Report | | 174 | | | | 60 | 114 | | | | | | 174 |
| | | | | | | | | | | | | | |
| TOTAL HOURS - TASK 3.0 | | 174 | 0 | 0 | 0 | 60 | 114 | 0 | 0 | 0 | 0 | 0 | 174 |
| HOURLY RATE | | | \$113.61 | \$89.52 | \$48.61 | \$73.03 | \$67.03 | \$129.49 | \$90.37 | \$69.82 | \$56.92 | \$43.05 | |
| TOTAL DIRECT LABOR | | \$12,023.63 | \$0.00 | \$0.00 | \$0.00 | \$4,382.05 | \$7,641.58 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$12,023.63 |
| TOTAL MULTIPLIERS | | \$14,778.24 | \$0.00 | \$0.00 | \$0.00 | \$5,385.98 | \$9,392.26 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$14,778.24 |
| TOTAL FEES | | \$2,680.19 | \$0.00 | \$0.00 | \$0.00 | \$976.80 | \$1,703.38 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,680.19 |
| TOTAL COST - TASK 3.0 | | \$29,482 | \$0 | \$0 | \$0 | \$10,745 | \$18,737 | \$0 | \$0 | \$0 | \$0 | \$0 | \$29,482 |
| Task 13.0 Bid and Construction Support | | | | | | | | | | | | | |
| Design Support During Construction | | 0 | | | | | | | | | | | 0 |
| Roadway Design Support | | 1820 | 260 | 1040 | 520 | | | | | | | | 1820 |
| Structures Design Support | | 2300 | | | | | | 830 | 830 | 640 | | | 2300 |
| As-Built Drawings | | 578 | | 30 | 300 | | | | | 20 | 228 | | 578 |
| TOTAL HOURS - TASK 5.0 | | 4698 | 260 | 1070 | 820 | 0 | 0 | 830 | 830 | 660 | 228 | 0 | 4698 |
| HOURLY RATE | | | \$113.61 | \$89.52 | \$48.61 | \$73.03 | \$67.03 | \$129.49 | \$90.37 | \$69.82 | \$56.92 | \$43.05 | |
| TOTAL DIRECT LABOR | | \$406,730.87 | \$29,538.61 | \$95,791.23 | \$39,856.67 | \$0.00 | \$0.00 | \$107,480.59 | \$75,004.65 | \$46,080.92 | \$12,978.20 | \$0.00 | \$406,730.87 |
| TOTAL MULTIPLIERS | | \$499,912.92 | \$36,305.90 | ##### | \$48,987.84 | \$0.00 | \$0.00 | \$132,104.40 | \$92,188.22 | \$56,638.06 | \$15,951.50 | \$0.00 | \$499,912.92 |
| TOTAL FEES | | \$90,664.38 | \$6,584.45 | \$21,352.82 | \$8,884.45 | \$0.00 | \$0.00 | \$23,958.50 | \$16,719.29 | \$10,271.90 | \$2,892.97 | \$0.00 | \$90,664.38 |
| TOTAL COST - TASK 5.0 | | \$997,308 | \$72,429 | \$234,881 | \$97,729 | \$0 | \$0 | \$263,543 | \$183,912 | \$112,991 | \$31,823 | \$0 | \$997,308 |
| TOTAL PROJECT HOURS | | 5264 | 600 | 1070 | 820 | 60 | 114 | 830 | 830 | 660 | 228 | 52 | 5264 |
| TOTAL PROJECT COST | | \$1,527,515 | \$167,144 | \$234,881 | \$97,729 | \$10,745 | \$18,737 | \$263,543 | \$183,912 | \$112,991 | \$31,823 | \$5,490 | \$1,527,515 |

COST PROPOSAL

Parsons

LABOR COSTS

| NAME | FUNCTION | HOURS | RATE | AMOUNT |
|--------------------|------------------------------|--------------|--------------------|------------------|
| | Principal Project Manager | 600 | \$113.61 | \$68,166.02 |
| | Engineering Manager | 1,070 | \$89.52 | \$95,791.23 |
| | Engineer II | 820 | \$48.61 | \$39,856.67 |
| | Environmental Manager | 60 | \$73.03 | \$4,382.05 |
| | Senior Environmental Planner | 114 | \$67.03 | \$7,641.58 |
| | Structures Manager | 830 | \$129.49 | \$107,480.59 |
| | Senior Structures Engineer | 830 | \$90.37 | \$75,004.65 |
| | Structures Project Engineer | 660 | \$69.82 | \$46,080.92 |
| | Senior Engineer | 228 | \$56.92 | \$12,978.20 |
| | Admin | 52 | \$43.05 | \$2,238.81 |
| TOTAL HOURS | | 5,264 | TOTAL LABOR | \$459,621 |

INDIRECT COSTS (OVERHEAD)

| | |
|----------------|-----------|
| ESCALATION | 0.00% |
| OVERHEAD | 122.91% |
| <hr/> | |
| TOTAL OVERHEAD | \$564,920 |

DIRECT COSTS

Billed at Actual Cost

| ITEM | QUANTITY | UNIT | UNIT COST | AMOUNT |
|--|----------|------|------------------|------------------|
| USACE Funds (Paid 2/13/23 and 4/11/23) | 1 | LS | \$158,520 | \$158,520.00 |
| USACE Funds (Unpaid) | 1 | LS | \$132,000 | \$132,000.00 |
| USACE Funds (Contingency) | 1 | LS | \$100,000 | \$100,000.00 |
| Mileage | 1 | LS | \$10,000 | \$10,000.00 |
| | | | | \$0.00 |
| TOTAL DIRECT COSTS | | | | \$400,520 |

FEE (PROFIT)

10%

TOTAL FEES **\$102,454**

COST: **\$1,527,515**

PARSONS525 B Street, Suite 1600 - San Diego, California 92101 - (619) 515-5100 - Fax (619) 515-5101- www-parsons.com**Date: 6/26/2020**

Subject: 11-31-110-11, CONTRACT
Proposed Transfer of Project Budget (Zero Cost Change Order)

Riverside County Transportation Commission
4080 Lemon St, 3d Floor
Riverside, CA 92502

Pursuant to Agreement 11-31-110-01 for SR-71/SR-91 IC Final Design
 Parsons is requesting RCTC approval to transfer existing project budget as follows:

| Description | budget | From WBS | To WBS |
|--|---------------|----------|--------|
| 1. Transfer Budget from WBS 13200 Design Support During Construction | -\$364,720.00 | 13200 | |
| 2. Transfer Budget to WBS 15001 (EMI) | \$44,718.00 | | 15001 |
| 3. Transfer Budget to WBS 15002 Psomas | \$104,202.00 | | 15002 |
| 4. Transfer Budget to WBS 11300 PSE Soundwall Design | \$215,800.00 | | 11300 |

| | |
|-------------------------------------|---------------|
| NET CHANGE TO CONTRACT VALUE | \$0.00 |
|-------------------------------------|---------------|

A. General Information

Budget is being transferred from the future 'Construction Support' to cover new scope of work related to the design and site investigations for new project Soundwalls. It is understood that an amendment will be needed to replenish the Construction Support funds in the future.

Based upon this approach, there is no net change to the Contract total associated with this request.

B. Cost Data And Scope

See notes above and Attachment A, Additional Scope of Work attached.

C. Terms and Conditions

All terms and conditions of the original agreement remain unchanged by this request.

Submitted by**Date:****Approved By:****Date:**


9/1/2021



9/7/2021

Nicole DePuy

Project Manager

Parsons

Bryce Johnston

Project Manager

Riverside County Transportation Commission

EXHIBIT A (PART 1)

SR 71/SR 91 Interchange Improvement Project Additional Scope of Work (Soundwalls) – 9/01/2021

Additional Scope of Work Summary:

The additional scope of work includes:

- Project Management associated with the Soundwall Design package.
- Soundwall Right of Way Support including exhibits, site visits and coordination with owners.
- Soundwall Plans, Specifications and Estimate based on the results of the SNADR Surveys.
- Topographic survey of Soundwall locations for Design.
- Revisions to Caltrans Right of Way Appraisal Maps, Requirement Maps, and Project Landnet Map.
- Plats and Legals for Soundwall Easements.
- Geotechnical Field Investigation for Soundwall Design package including borings.
- Addendum to the Foundation Report and Log of Test Boring (LOTB) Sheets.

Task 1.0 Right of Way Engineering Support

Consultant will prepare property owner exhibits, perform site visits to explain property impacts to owners and support the Right of Way negotiations.

Deliverables: Property Owner Exhibits

Task 2.0 Survey and Right of Way Mapping

2.1 Right of Way Appraisal Maps, Right of Way Requirement Maps, and Project LandNet Map Revisions

Consultant will perform research with both the City of Corona and County of Riverside to acquire all available record maps and documents. Title reports will be acquired for seven (7) parcels. The title reports will be reviewed, and all easements will be plotted. The existing Landnet will be updated with new boundary data. The Landnet will be the basis of the Amended Pre-Construction Records of Survey, Appraisal Maps, and Legal Descriptions. This will be delivered to the design team for their use to establish the new right of way requirements. Legal descriptions are needed to support the Appraisal Maps and RW acquisition process. The legal descriptions will be prepared in conformance with Caltrans District 8 guidelines and standards.

Deliverables: Right of Way Appraisal Maps, Right of Way Requirement Maps, Legal Descriptions and LandNet Map

2.2 Supplemental Topographic Survey

Consultant will perform a topographic survey along and adjacent to the proposed wall locations. The survey limits will be 25 feet on each side of the property line. The topographic data will be merged with the original aerial topographic survey. An amended Pre-Construction Record of Survey will be filed with the County of Riverside showing the location of cadastral monuments that may get destroyed during the construction phase of this project, and any supplemental control that will be established during this effort.

Deliverables: Topographic Survey CAD File

Task 3.0 Geotechnical Engineering Design Services

3.1 Geotechnical Field Investigation

Consultant will coordinate with the City of Corona to obtain available existing geotechnical information, review the information for applicability to the proposed sound walls, and will review State-published geotechnical information.

Consultant will drill five or six exploratory boreholes for the two sound walls, depending on accessibility. The boreholes will be excavated to a maximum depth of 30 feet, or until refusal is encountered, using a track-mounted drill rig or a portable tripod drilling rig. Note that because of physical limitations of the tripod drilling rig, the SPT blow counts are non-standard. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of five feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Soil samples will be logged during the field work, secured in their containers, or collected in plastic bags, and transported to the EMI laboratory.

3.2 Geotechnical Engineering Analysis

Consultant will perform various laboratory tests on soil samples to determine or derive their physical/engineering characteristics. Anticipated lab tests include in-situ density and moisture content, gradation, Atterberg limits, direct shear tests, unconsolidated-undrained triaxial tests, and soil corrosivity tests. The tests will be conducted in general accordance with California Test methods or American Society for Testing and Materials standards.

Results obtained from the investigation and laboratory testing will be used to characterize the subsurface soils and conditions. Idealized subsurface profile(s) will be developed. Consultant will evaluate the use of standard Caltrans foundations for the proposed sound walls. Consultant will evaluate axial and lateral capacity of pile foundations as necessary. Static earth pressure recommendations will be provided if necessary. Geotechnical analysis does not include evaluating stability of the existing slopes. Soil corrosivity using Caltrans criteria will be addressed.

3.3 Geotechnical Engineering Documents

Consultant will prepare a draft foundation report summarizing the observations and results of the field investigation and laboratory soil testing. The report will also provide results of a foundation evaluation and the applicability of standard Caltrans foundations for the proposed sound walls. Logs of boreholes will be presented on 11"x17" Log of Test Boring (LOTB) sheets. Consultant will address review comments and incorporate comments and responses in a final report.

Deliverables: Foundation Report, Log of Test Boring (LOTB Sheets)

Task 4.0 Soundwall Engineering Design Services

4.1 Soundwall Engineering Plans

Consultant will prepare project design plans for the construction of the soundwalls and other associated improvements. The soundwall layout is assumed to be based upon the Acrylite Soundstop Masonry Sound Wall System, which includes transparent panels. Structural calculations are not anticipated for the implementation of this Caltrans pre-approved design. The construction plans shall be prepared in accordance with Caltrans Design Manuals and Details. The project plan set is expected to include Keymap/Survey Control, Layout Plans, Construction Detail Plans, Grading Plans, Water Pollution Control (WPC) Quantities, Soundwall Plan and Profile Plans, Soundwall Detail Plans, Log of Test Boring (LOTB) Plans and Erosion Control Plans.

Deliverables: Soundwall Plans submitted at 95-1%, 95-2% and 100%

4.2 Soundwall Engineering Specifications

Consultant shall prepare special provisions as part of the specifications. The special provisions shall be based on Caltrans specifications. The special provisions are assumed to include a nSSP for the use of the Acrylite Soundstop Masonry Sound Wall System, a sole source product. The vendor design details for the soundwall will be included in the Information Handout. The final specifications shall be approved and incorporate input and comments of all affected agencies.

Deliverables: Soundwall Specifications submitted at 95-1%, 95-2% and 100%

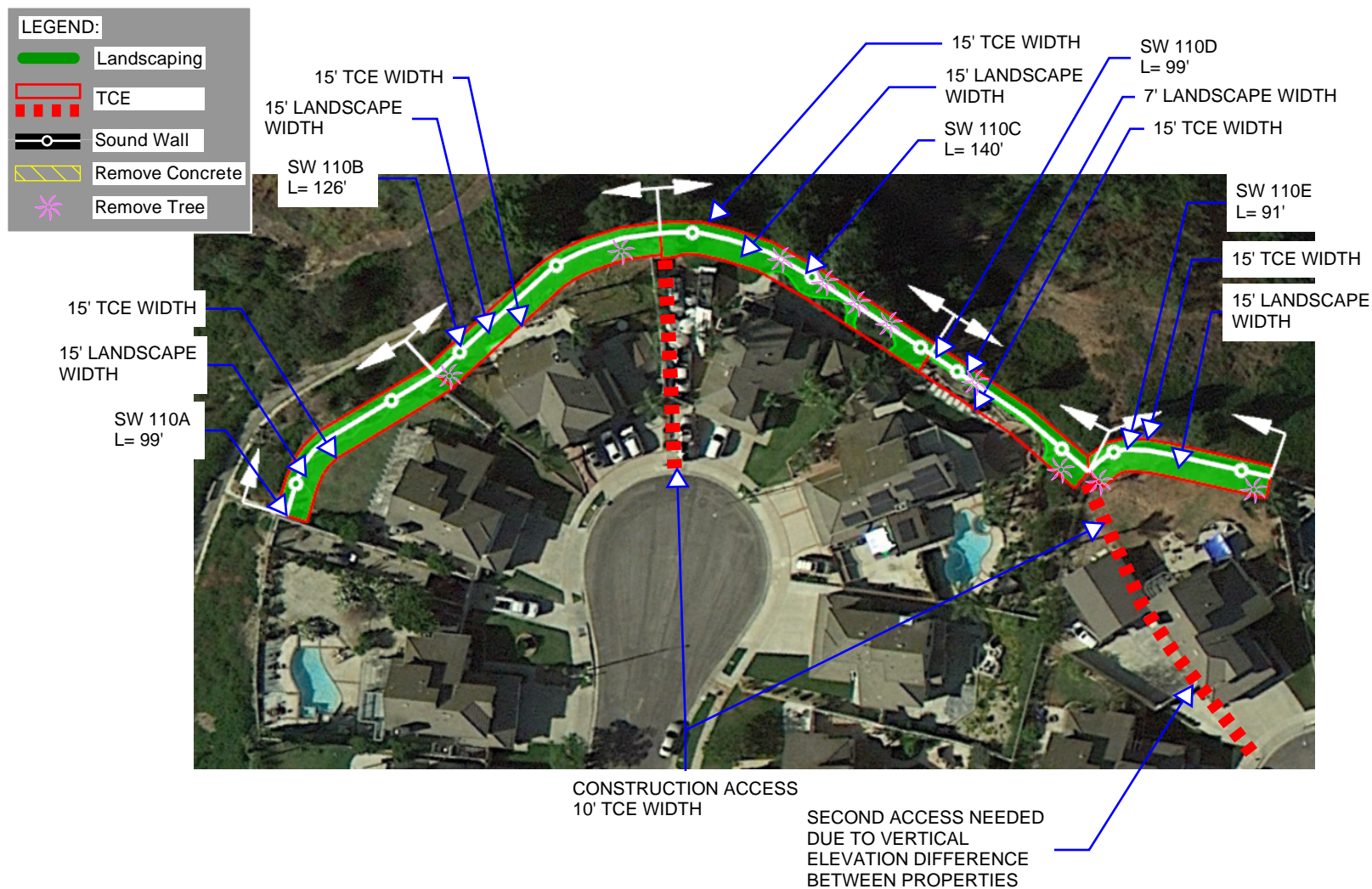
4.3 Soundwall Engineering Estimate

Consultant shall prepare unit bid items based on the additional soundwalls and associated work in accordance with Caltrans policies, procedures, and standard specifications. Consultant will prepare quantity take off based on bid items and construction components. The cost estimate will be backed up by all quantity take off calculations. Unit prices shall be based on recent bid prices received from similar projects and pulled from the Caltrans Cost Data Base.

Deliverables: Soundwall Estimates submitted at 95-1%, 95-2% and 100%

| SR-71/91 PS&E Additional Scope of Work (Soundwalls) | | Total | Parsons | | | | | | | | | | | | | | | | | | |
|---|--|--------------|-----------------|-------------------------|-------------|-------------|--------------------|----------------------------------|-------------------------------|---------------------------|----------------------|-----------------------|------------------------------|-----------------------|----------------------------|--------------------|----------------------------|-----------------------------|------------------------------|-----------------|--------------|
| | | | Project Manager | Senior Project Engineer | Engineer II | Engineer I | Associate Engineer | Engineering Manager - Electrical | Engineering Manager - Traffic | Senior Engineer - Traffic | Senior Administrator | Environmental Manager | Senior Environmental Planner | Environmental Planner | Senior Landscape Architect | Structures Manager | Senior Structures Engineer | Structures Project Engineer | Structures Engineer/Designer | Structures CADD | Total |
| Task 1.0 Right of Way | | | | | | | | | | | | | | | | | | | | | |
| Right of Way Engineering Support | | 60 | | 20 | | 40 | | | | | | | | | | | | | | | 60 |
| TOTAL HOURS - TASK 1.0 | | 60 | 0 | 20 | 0 | 40 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 60 |
| HOURLY RATE | | | \$85.48 | \$63.69 | \$47.60 | \$35.10 | \$33.65 | \$80.11 | \$79.74 | \$52.00 | \$37.00 | \$68.00 | \$55.00 | \$35.00 | \$64.00 | \$100.00 | \$85.00 | \$65.00 | \$50.00 | \$50.00 | |
| TOTAL DIRECT LABOR | | \$2,677.80 | \$0.00 | \$1,273.80 | \$0.00 | \$1,404.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,677.80 |
| TOTAL MULTIPLIERS | | \$3,291.28 | \$0.00 | \$1,565.63 | \$0.00 | \$1,725.66 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$3,291.28 |
| TOTAL FEES | | \$596.91 | \$0.00 | \$283.94 | \$0.00 | \$312.97 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$596.91 |
| Check | | | | | | | | | | | | | | | | | | | | | \$6,565.99 |
| TOTAL COST - TASK 1.0 | | \$6,566 | \$0 | \$3,123 | \$0 | \$3,443 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$6,566 |
| Task 2.0 Survey and Right of Way Mapping | | | | | | | | | | | | | | | | | | | | | |
| 2.1 Right of Way Appraisal Maps, Right of Way Requirement Maps, and LandNet | | 60 | | 20 | | 40 | | | | | | | | | | | | | | | 60 |
| 2.1 Supplemental Topographic Survey | | 30 | | 10 | | 20 | | | | | | | | | | | | | | | 30 |
| TOTAL HOURS - TASK 2.0 | | 90 | 0 | 30 | 0 | 60 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 90 |
| HOURLY RATE | | | \$85.48 | \$63.69 | \$47.60 | \$35.10 | \$33.65 | \$80.11 | \$79.74 | \$52.00 | \$37.00 | \$68.00 | \$55.00 | \$35.00 | \$64.00 | \$100.00 | \$85.00 | \$65.00 | \$50.00 | \$50.00 | |
| TOTAL DIRECT LABOR | | \$4,016.70 | \$0.00 | \$1,910.70 | \$0.00 | \$2,106.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,016.70 |
| TOTAL MULTIPLIERS | | \$4,936.93 | \$0.00 | \$2,348.44 | \$0.00 | \$2,588.48 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,936.93 |
| TOTAL FEES | | \$895.36 | \$0.00 | \$425.91 | \$0.00 | \$469.45 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$895.36 |
| Check | | | | | | | | | | | | | | | | | | | | | \$9,848.99 |
| TOTAL COST - TASK 2.0 | | \$9,849 | \$0 | \$4,685 | \$0 | \$5,164 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$9,849 |
| Task 3.0 Geotechnical Engineering Design Services | | | | | | | | | | | | | | | | | | | | | |
| 3.3 Geotechnical Engineering Documents | | 60 | | | | | | | | | | | | | | | 20 | 40 | | | 60 |
| TOTAL HOURS - TASK 3.0 | | 60 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20 | 40 | 0 | 0 | 60 |
| HOURLY RATE | | | \$85.48 | \$63.69 | \$47.60 | \$35.10 | \$33.65 | \$80.11 | \$79.74 | \$52.00 | \$37.00 | \$68.00 | \$55.00 | \$35.00 | \$64.00 | \$100.00 | \$85.00 | \$65.00 | \$50.00 | \$50.00 | |
| TOTAL DIRECT LABOR | | \$4,300.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,700.00 | \$2,600.00 | \$0.00 | \$0.00 | \$4,300.00 |
| TOTAL MULTIPLIERS | | \$5,285.13 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,089.47 | \$3,195.66 | \$0.00 | \$0.00 | \$5,285.13 |
| TOTAL FEES | | \$958.51 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$378.95 | \$579.57 | \$0.00 | \$0.00 | \$958.51 |
| Check | | \$10,543.64 | | | | | | | | | | | | | | | | | | | \$10,543.64 |
| TOTAL COST - TASK 3 | | \$10,544 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$4,168 | \$6,375 | \$0 | \$0 | \$10,544 |
| Task 4.0 Soundwall Engineering Design Services | | | | | | | | | | | | | | | | | | | | | |
| 4.1 Soundwall Engineering Plans | | 920 | | 80 | 180 | 240 | | | | | | | | | | | 180 | 240 | | | 920 |
| 4.2 Soundwall Engineering Specifcaltons | | 170 | 30 | 70 | | | | | | | | | | | | 30 | 40 | | | | 170 |
| 4.3 Soundwall Engineering Estimate | | 170 | 10 | 40 | 90 | | | | | | | | | | | 10 | 20 | | | | 170 |
| TOTAL HOURS - TASK 4.0 | | 1260 | 40 | 190 | 270 | 240 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 40 | 240 | 240 | 0 | 0 | 1260 |
| HOURLY RATE | | | \$85.48 | \$63.69 | \$47.60 | \$35.10 | \$33.65 | \$80.11 | \$79.74 | \$52.00 | \$37.00 | \$68.00 | \$55.00 | \$35.00 | \$64.00 | \$100.00 | \$85.00 | \$65.00 | \$50.00 | \$50.00 | |
| TOTAL DIRECT LABOR | | \$76,796.30 | \$3,419.20 | \$12,101.10 | \$12,852.00 | \$8,424.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,000.00 | \$20,400.00 | \$15,600.00 | \$0.00 | \$0.00 | \$76,796.30 |
| TOTAL MULTIPLIERS | | \$94,390.33 | \$4,202.54 | \$14,873.46 | \$15,796.39 | \$10,353.94 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,916.40 | \$25,073.64 | \$19,173.96 | \$0.00 | \$0.00 | \$94,390.33 |
| TOTAL FEES | | \$17,118.66 | \$762.17 | \$2,697.46 | \$2,864.84 | \$1,877.79 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$891.64 | \$4,547.36 | \$3,477.40 | \$0.00 | \$0.00 | \$17,118.66 |
| Check | | | | | | | | | | | | | | | | | | | | | \$188,305.30 |
| TOTAL COST - TASK 4 | | \$188,305 | \$8,384 | \$29,672 | \$31,513 | \$20,656 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$9,808 | \$50,021 | \$38,251 | \$0 | \$0 | \$188,305 |
| TOTAL PROJECT HOURS | | 1470 | 40 | 240 | 270 | 340 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 40 | 260 | 280 | 0 | 0 | 1470 |
| TOTAL DIRECT LABOR | | \$87,790.80 | \$3,419.20 | \$15,285.60 | \$12,852.00 | \$11,934.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,000.00 | \$22,100.00 | \$18,200.00 | \$0.00 | \$0.00 | \$87,790.80 |
| TOTAL MULTIPLIERS | | \$107,903.67 | \$4,202.54 | \$18,787.53 | \$15,796.39 | \$14,668.08 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,916.40 | \$27,163.11 | \$22,369.62 | \$0.00 | \$0.00 | \$107,903.67 |
| FEES | | \$19,569.45 | \$762.17 | \$3,407.31 | \$2,864.84 | \$2,660.21 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$891.64 | \$4,926.31 | \$4,056.96 | \$0.00 | \$0.00 | \$19,569.45 |
| ODCs | | \$500 | | | | | | | | | | | | | | | | | | | \$500 |
| TOTAL PROJECT COST | | #REF! | \$8,384 | \$37,480 | \$31,513 | \$29,262 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$9,808 | \$54,189 | \$44,627 | \$0 | \$0 | \$215,800 |

FIGURE 11: SW110A-E COMBINED (R41-R44,R49)



| Quantity Table | |
|--|---|
| Description | WALL HEIGHT 6' |
| 16" Cast-in-Drilled Hole Concrete Piling (Soundwall) | S: 16' L: 11.5' |
| Structure Excavation (Pile Cap) | 555'X3.5'X2.25' |
| Structure Backfill (Pile Cap) | (555'X3.5'X2.25') -(Pile Cap+Masonry Block) |
| Structure Concrete (Pile Cap) | 555'X1.5'X1.75' |

Footnote: "S" is the spacing of the piles, "L" is the length of the pile

Footnote: Quantities are shown with Length*Width*Depth

| Soundwall SW110A-E Combined - 555 (ft) Cost Analysis vs. Allowance | | | | | 6 ft (Pile) | |
|--|--------|--|------|------------|-------------|-----------|
| Item | Code | Description | Unit | Unit Price | Quantity | Cost |
| 1 | 498016 | 16" Cast-in-Drilled Hole Concrete Piling (Soundwall) | LF | \$111 | 483 | \$53,627 |
| 2 | 510061 | Structural Concrete (Pile Cap) | CY | \$1,024 | 56 | \$57,316 |
| 3 | 520101 | Bar Reinforcing Steel (Pile Cap) | LB | \$2.83 | 8400 | \$23,772 |
| 4 | 582001 | Soundwall (Masonry Block) | SQFT | \$27.92 | 3885 | \$108,469 |
| 5 | 192038 | Structure Excavation (Pile Cap) | CY | \$111 | 163 | \$18,171 |
| 6 | 193014 | Structure Backfill (Pile Cap) | CY | \$143 | 100 | \$14,326 |
| 7 | | Remove Decorative Fence (Wrought Iron) | LF | \$25.00 | 555 | \$13,875 |
| 8 | | Remove Large Tree | EA | \$800 | 10 | \$8,000 |
| 9 | | Plant (Large Tree) | EA | \$2,000 | 10 | \$20,000 |
| 10 | 170103 | Clearing and Grubing | LS | \$15,000 | 1 | \$15,000 |
| 11 | | NPDES Erosion Control | LS | \$6,351 | 1 | \$6,351 |
| 12 | | Mobilization | LS | \$31,756 | 1 | \$31,756 |
| 13 | | Contractor overhead/management (TRO) | LS | \$31,756 | 1 | \$31,756 |
| 14 | | Title and Appraisal | EA | \$10,650 | 5 | \$53,250 |
| 15 | | Job Site Management, Minor Items | LS | \$15,878 | 1 | \$15,878 |
| 16 | | Landscaping | SQFT | \$5.00 | 9950 | \$49,750 |
| 17 | | Temporary Construction Easement | SQFT | \$2.25 | 10409 | \$23,420 |
| 18 | | Permanent Footing Easement (5.5' Width X Length of Wall) | SQFT | \$20.00 | 3053 | \$61,050 |

Footnotes: Costs are based on District 7, 8, 12 costs, 2017-2020.

Footnote: Contractor Overhead (TRO) and Mobilization is 10% of the direct construction costs.

Footnote: NPDES Erosion Control is 2% of the direct construction costs and includes (Fiber Rolls, Silt Fence, Concrete Wash Out ect..)

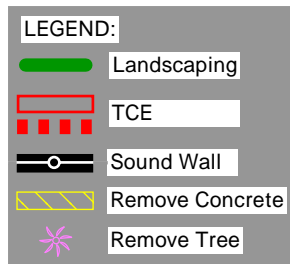
Footnote: Job Site Management is 5% of the direct construction costs and includes (Temporary Chain Link Fence, Fence Locks ect..)

| | |
|---------------------------|------------------|
| Total Cost | \$605,768 |
| # of Benefitted Receptors | 5 |
| Allowance (per Receptor) | \$107,000 |
| Total Allowance | \$535,000 |

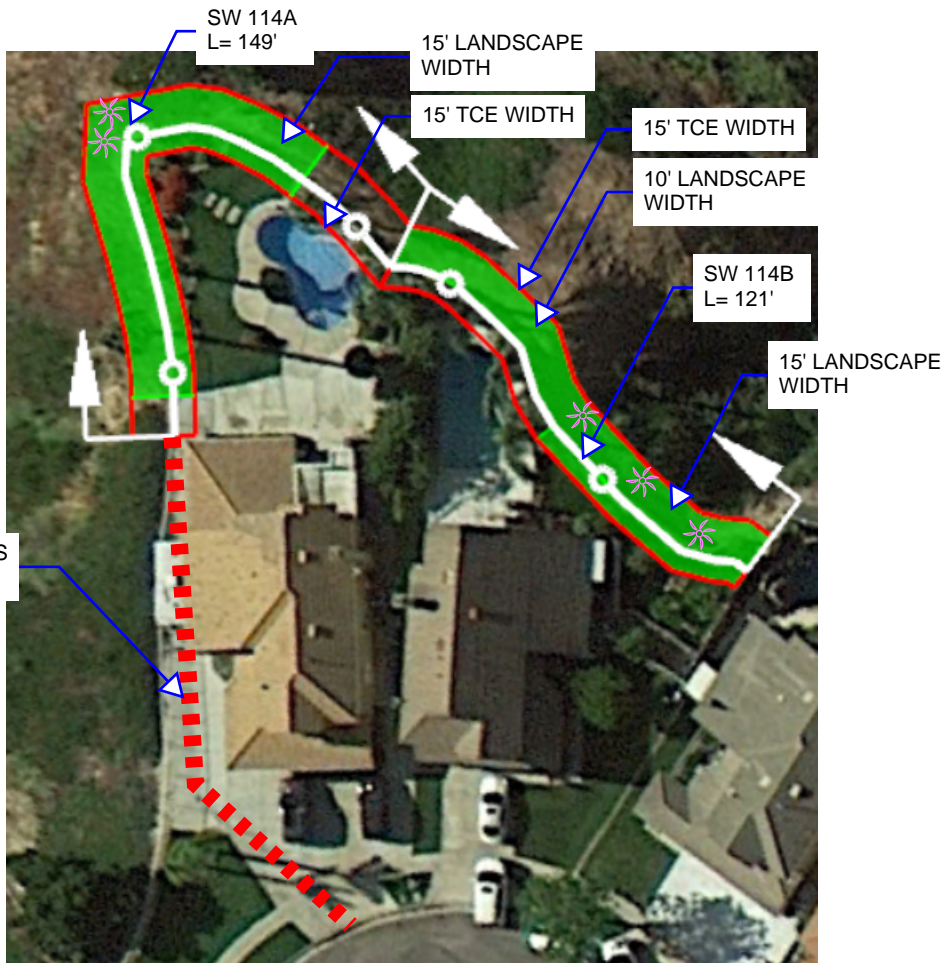
Reasonable?

NO

FIGURE 14: SW114AB COMBINED (R55,R56)



CONSTRUCTION ACCESS
10' TCE WIDTH



| Quantity Table | |
|--|--|
| Description | WALL HEIGHT 6" |
| 16" Cast-in-Drilled Hole Concrete Piling (Soundwall) | S: 16' L: 11.5' |
| Structure Excavation (Pile Cap) | 270'X3.5'X2.25' |
| Structure Backfill (Pile Cap) | (270'X3.5'X2.25') - (Pile Cap+Masonry Block) |
| Structure Concrete (Pile Cap) | 270'X1.5'X1.75' |

Footnote: "S" is the spacing of the piles, "L" is the length of the pile
Footnote: Quantities are shown with Length*Width*Depth

| Soundwall SW114AB Combined - 270 (ft) Cost Analysis vs. Allowance | | | | | 6 ft (Pile) | |
|---|--------|--|------|------------|-------------|----------|
| Item | Code | Description | Unit | Unit Price | Quantity | Cost |
| 1 | 498016 | 16" Cast-in-Drilled Hole Concrete Piling (Soundwall) | LF | \$111 | 230 | \$25,537 |
| 2 | 510061 | Structural Concrete (Pile Cap) | CY | \$1,024 | 27 | \$27,635 |
| 3 | 520101 | Bar Reinforcing Steel (Pile Cap) | LB | \$2.83 | 4050 | \$11,462 |
| 4 | 582001 | Soundwall (Masonry Block) | SQFT | \$27.92 | 1890 | \$52,769 |
| 5 | 192038 | Structure Excavation (Pile Cap) | CY | \$111 | 80 | \$8,918 |
| 6 | 193014 | Structure Backfill (Pile Cap) | CY | \$143 | 50 | \$7,105 |
| 7 | | Remove Decorative Fence (Wrought Iron) | LF | \$25.00 | 270 | \$6,750 |
| 8 | | Remove Large Tree | EA | \$800 | 5 | \$4,000 |
| 9 | | Plant (Large Tree) | EA | \$2,000 | 5 | \$10,000 |
| 10 | 170103 | Clearing and Grubbing | LS | \$7,500 | 1 | \$7,500 |
| 11 | | NPDES Erosion Control | LS | \$3,084 | 1 | \$3,084 |
| 12 | | Mobilization | LS | \$15,418 | 1 | \$15,418 |
| 13 | | Contractor overhead/management (TRO) | LS | \$15,418 | 1 | \$15,418 |
| 14 | | Title and Appraisal | EA | \$10,650 | 2 | \$21,300 |
| 15 | | Job Site Management, Minor Items | LS | \$7,709 | 1 | \$7,709 |
| 16 | | Landscaping | SQFT | \$5.00 | 3300 | \$16,500 |
| 17 | | Temporary Construction Easement | SQFT | \$2.25 | 5614 | \$12,632 |
| 18 | | Permanent Footing Easement (5.5' Width X Length of Wall) | SQFT | \$20.00 | 1485 | \$29,700 |

Footnote: Costs are based on District 7, 8, 12 costs, 2017-2020

Footnote: Contractor Overhead (TRO) and Mobilization is 10% of the direct construction costs.

Footnote: NPDES Erosion Control is 2% of the direct construction costs and includes (Fiber Rolls, Silt Fence, Concrete Wash Out ect..)

Footnote: Job Site Management is 5% of the direct construction costs and includes (Temporary Chain Link Fence, Fence Locks ect..)

| | |
|---------------------------|------------------|
| Total Cost | \$253,734 |
| # of Benefitted Receptors | 2 |
| Allowance (per Receptor) | \$107,000 |
| Total Allowance | \$214,000 |

Reasonable?

NO



MEMORANDUM

EMI Proposal No. P21-076

DATE: August 25, 2021

TO: Jeff Sparks, PE, Parsons Corporation

FROM: Andrew Korkos, Earth Mechanics, Inc.

SUBJECT: **Scope and Cost for Geotechnical Engineering Design Services
SR-71/SR-91 Interchange Improvement Project, Two Proposed Sound Walls
Riverside County, California**

Earth Mechanics, Inc. (EMI) is pleased to submit this proposal to provide geotechnical engineering design services for two proposed sound walls, which were added to the State Route 71/State Route 91 (SR-71/SR-91) interchange improvement project. The two sound walls are located adjacent to existing residential developments that are on the south side of the SR-71/SR-91 interchange. The walls are located at the top of existing slopes that are along the northern boundary of the residential developments. At your request, EMI is providing a scope and cost for evaluating the subsurface conditions to assess the use of standard Caltrans foundations for the two sound walls.

EMI's scope includes reviewing available information, conducting a geotechnical field investigation and laboratory soil testing, characterizing the subsurface soils, evaluating the use of standard Caltrans sound wall foundations, and preparing a report. Details of EMI's scope of work are provided below.

SCOPE OF WORK

Review Available Subsurface Information. EMI will coordinate with the City of Corona to obtain available existing geotechnical information; EMI will review the information for applicability to the proposed sound walls. EMI will also review State-published geotechnical information.

Geotechnical Field Investigation. The location of the sound walls requires that the geotechnical field investigation be conducted within the existing residential properties or along the top edge of the existing slopes just outside the boundary of the level pads (if space permits). EMI anticipates drilling five or six exploratory boreholes for the two sound walls, depending on accessibility. The boreholes will be excavated to a maximum depth of 30 feet, or until refusal is encountered, using a track-mounted drill rig or a portable tripod drilling rig. Note that because of physical limitations of the tripod drilling rig, the SPT blowcounts are non-standard. EMI will collect small disturbed and relatively undisturbed subsurface soil samples for classification and determining shear strength. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of five feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Soil samples will be logged during the field work, secured in their containers or collected in plastic bags, and transported to the EMI laboratory.

The boreholes will be drilled either in the backyards of residential properties or on the slope immediately adjacent to the properties, depending on accessibility. Boreholes drilled in residential properties will be backfilled with bentonite-cement slurry to five feet below existing grade, and the

upper five feet of the boreholes will be backfilled with spoils. Boreholes drilled on the slope will be backfilled using a mixture of the spoils, cement, and water. The scope does not include storing spoils in drums and testing for contaminants. Boreholes will not be drilled in existing hardscape or other aesthetic ground covering that requires specialty replacement; boreholes will be drilled in dirt or grass areas that require only minimal repair.

Laboratory Soil Testing. Various laboratory tests will be performed on soil samples to determine or derive their physical/engineering characteristics. Anticipated lab tests include: in-situ density and moisture content, gradation, Atterberg limits, direct shear tests, unconsolidated-undrained triaxial tests, and soil corrosivity tests. The tests will be conducted in general accordance with California Test methods or American Society for Testing and Materials standards.

Geotechnical Engineering Analyses. Results obtained from the investigation and laboratory testing will be used to characterize the subsurface soils and conditions. Idealized subsurface profile(s) will be developed. EMI will evaluate the use of standard Caltrans foundations for the proposed sound walls. EMI will evaluate axial and lateral capacity of pile foundations as necessary. Design loads will be provided by Parsons. Static earth pressure recommendations will be provided if necessary. Geotechnical analysis does not include evaluating stability of the existing slopes. Soil corrosivity using Caltrans criteria will be addressed.

Report Preparation. EMI will prepare a draft foundation report summarizing the observations and results of the field investigation and laboratory soil testing. The report will also provide results of a foundation evaluation and the applicability of standard Caltrans foundations for the proposed sound walls. Logs of boreholes will be presented on 11"x17" Log of Test Boring (LOTB) sheets. An electronic file (pdf) of the draft report will be provided to Parsons for review and distribution. EMI will address review comments and incorporate comments and responses in a final report. A pdf file of the final foundation report will be provided to Parsons for distribution.

COST ESTIMATE

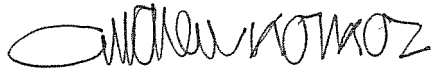
Estimated hours and costs for geotechnical services are presented in Table 1. Hours and costs are based on the scope of work described above, our current labor rates, and the assumptions below:

1. Geotechnical field investigation will be conducted between 7:00 am and 5:00 pm on weekdays.
2. No investigation of hazardous soils or materials. If hazardous soils or materials are encountered during the geotechnical field investigation, EMI will terminate work and notify Parsons.
3. Necessary encroachment or right-of-entry permits will be secured by others. Labor cost and fees to secure permits are not included in our cost.
4. Environmental clearance for the field investigation will be obtained by others. Archaeological, cultural, and biological reviews or studies, if required, will be performed by others.
5. The number and locations of the boreholes are based on accessibility and physical constraints of the project site. EMI assumes that investigation areas are accessible by a limited-access, track-mounted drill rig or portable tripod drilling rig.
6. EMI will attempt to minimize disturbance to existing vegetation and improvements within and outside of residential properties. Repair work is limited to four square feet of grass replacement if necessary at each borehole location.

7. Residential property owners will identify all buried pipes and utilities within their respective properties.
8. Cross-sections representing existing topography to be provided by Parsons.
9. Investigation and stability evaluation of existing slopes are excluded from the scope of work.

If you have questions or require additional information please call our office. We appreciate the opportunity to be of assistance.

Sincerely,
 EARTH MECHANICS, INC.



Andrew Korkos, G.E.
 Principal Engineer

TABLE 1. COST ESTIMATE FOR GEOTECHNICAL ENGINEERING DESIGN SERVICES

| TASK | Principal Engineer | Senior Project Geologist | Project Engineer | Senior Staff Geologist | Staff Geologist | Senior Technician | Total Hours | Total Costs |
|-----------------------|--------------------|--------------------------|------------------|------------------------|-----------------|-------------------|-------------|-------------|
| Site Reconnaissance | 0 | 0 | 0 | 0 | 6 | 6 | 12 | |
| Field Investigation | 0 | 0 | 0 | 0 | 40 | 10 | 50 | |
| Lab Soil Processing | 0 | 0 | 2 | 0 | 0 | 2 | 4 | |
| Analyses and Design | 2 | 6 | 40 | 0 | 0 | 0 | 48 | |
| Boring Log Prep/Rev. | 2 | 0 | 4 | 0 | 24 | 0 | 30 | |
| Report Prep/Review | 2 | 8 | 30 | 0 | 0 | 0 | 40 | |
| Project Admin | 2 | 0 | 0 | 0 | 0 | 0 | 2 | |
| Total Hours | 8 | 14 | 76 | 0 | 70 | 18 | 186 | |
| Direct Hourly Rate | \$81.00 | \$51.50 | \$43.50 | \$40.75 | \$30.50 | \$45.50 | | |
| Direct Labor | \$648.00 | \$721.00 | \$3,306.00 | \$0 | \$2,135.00 | \$819.00 | | \$7,629.00 |
| OH @ 171.30% | | | | | | | | 13,068.48 |
| Fee @ 10% | | | | | | | | \$2,069.75 |
| TOTAL LABOR | | | | | | | | \$22,767.23 |
| OTHER COSTS | | | | | | | | |
| Drill Rig Rental | | | | | | | \$17,800 | |
| Supplies | | | | | | | \$1,650 | |
| Traffic Control | | | | | | | \$0 | |
| Laboratory Soil Tests | | | | | | | \$2,500 | |
| TOTAL COST | | | | | | | | \$44,717.23 |

August 23, 2021

Nicole Depuy
Project Manager
Parsons
525 B. St, Suite 1600
San Diego, CA 92101

Subject: 91/71 – Sound Wall Survey

Dear Nicole:

Psomas sincerely appreciates the continued relationship with Parsons and RCTC on the 91/71 Project. Our goal is to continue to be an outstanding Consultant and further develop our relationship by demonstrating responsiveness, communication and cooperation required for a successful project

Once again, thank you. I can be reached at the office number below, by e-mail at sean.smith@psomas.com, or on my cell phone at 909-800-8911 to answer any questions you may have regarding this proposal.

Sincerely,
PSOMAS



Sean Smith, PLS
Vice President

1650 Spruce Street
Suite 400
Riverside, CA 92507-2465

Tel 951.787.8421
Fax 951.682.3379
www.psomas.com

Nicole Depuy
Page 2 of 5
August 23, 2021
Surveying Services

Project Understanding:

We understand that there are seven (7) properties that have elected to have a sound wall installed along the back of their property as shown below in Figures 1 and 2. We have been asked to include the survey of this proposed wall and needed right of way acquisitions, to the existing project mapping.

Scope of Work:

Record Data Research

We will perform research with both the City of Corona and County of Riverside to acquire all available record maps and documents.

Control Survey

We will use existing control to establish new control in the project areas to be used for the boundary and topographic survey. The new control will also be used for future construction surveys.

Land Net Recovery and Field Notes

We will locate enough monuments to establish the boundary of the lots in question and any right of way of adjacent streets. The field survey crews will recover key monuments shown on the record maps and documents. All recovered monuments will be tied into the survey control using GPS and terrestrial survey methods in conformance with the requirements stated within “Accuracy Classifications and Standards” for Caltrans Third Order survey.

Title Reports Review and Plot Easements

Title reports will be acquired for seven (7) parcels. The title reports will be reviewed, and all easements will be plotted.

Land Net Base Map

The existing Landnet will be updated with new boundary data. The Landnet will be the basis of the Amended Pre-Construction Records of Survey, Appraisal Maps, and Legal Descriptions. This will be delivered to the design team for their use to establish the new right of way requirements.

Right of Way Appraisal Maps

Once the right of way requirements are approved, we will update the existing Appraisal Maps within the seven (7) parcels added.

Acquisition Documents

Legal descriptions are needed to support the Appraisal Maps and RW acquisition process. The legal descriptions will be prepared in conformance with Caltrans District 8 guidelines and standards. For the purposes of this proposal we are proposing to prepare **fourteen (14)** legal descriptions and exhibits, seven (7) temporary construction easements and seven (7) permanent easements.

Nicole Depuy
Page 3 of 5
August 23, 2021
Surveying Services

Staking Right of Way

Psomas will stake the limits at key locations of the existing and proposed right of way acquisition and permanent easements for the seven (7) property owners so they can view the easement line locations affecting their properties. We have budgeted two (2) field days and applicable office time for this task.

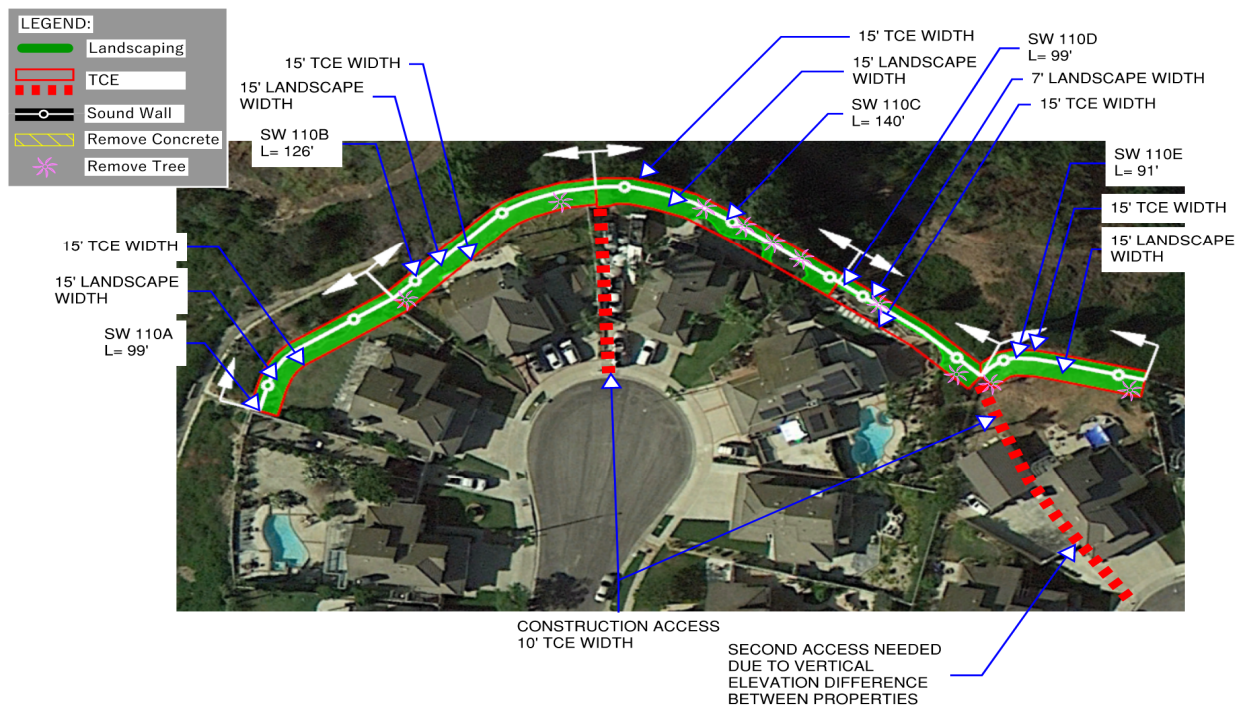
Supplemental Design Surveys

We will perform a topographic survey along and adjacent to the proposed wall locations. The survey limits will be 25 feet on each side of the property line. The topographic data will be merged with the original aerial topographic survey.

Pre-Construction Records of Survey

An amended Pre-Construction Record of Survey will be filed with the County of Riverside showing the location of cadastral monuments that may get destroyed during the construction phase of this project, and any supplemental control that will be established during this effort.

Figure 1:



Nicole Depuy
Page 4 of 5
August 23, 2021
Surveying Services

Figure 2:

FIGURE 14: SW114AB COMBINED (R55,R56)



Schedule:

1. Supplemental Design Surveys will be submitted to the design team within fifteen (15) working days of receiving notice to proceed.
2. The revised Landnet will be submitted to the design team within twenty (20) working days from receiving notice to proceed.

Exclusions:

1. Anything not specifically listed above.

Nicole Depuy
Page 5 of 5
August 23, 2021
Surveying Services

[illegible]

PARSONS525 B Street, Suite 1600, San Diego, CA 92101 - (619) 515-5100 - www-parsons.com**Date:** 12/7/21

Subject: 11-31-110-01, CONTRACT
 Proposed Transfer of Project Budget (Zero Cost Change Order)

Riverside County Transportation Commission
4080 Lemon St, 3d Floor
Riverside, CA 92502

Pursuant to Agreement 11-31-110-01 for SR-71/SR-91 IC Final Design
 Parsons is requesting RCTC approval to transfer existing project budget as follows:

| Description | budget | From WBS | To WBS |
|---|--------------|----------|--------|
| 1. Transfer Budget from WBS 05101 Supplemental Environmental Assessment | -\$24,436.69 | 05101 | |
| 2. Transfer Budget to WBS 12100 Ready to List | \$24,436.69 | | 15002 |

| | |
|------------------------------|--------|
| NET CHANGE TO CONTRACT VALUE | \$0.00 |
|------------------------------|--------|

A. General Information

Since the project will not be advertised until after January 1, 2022, the new DIB 91 requirements will apply to the project. This transfer of budget will allow Parsons to make any necessary updates to the plans and complete the CEM 1302 forms for the k-rail design as required by Caltrans.

Based upon this approach, there is no net change to the Contract total associated with this request.

B. Cost Data And Scope

See notes above.

C. Terms and Conditions

All terms and conditions of the original agreement remain unchanged by this request.

Submitted by**Date:****Approved By:****Date:**


12/7/2021

Nicole DePuy
 Project Manager
 Parsons



12/07/2021

Bryce Johnston
 Project Manager
 Riverside County Transportation Commission

PARSONS525 B Street, Suite 1600, San Diego, CA 92101 - (619) 515-5100 - www-parsons.com

Date: 01/02/2023

Subject: 11-31-110-01, CONTRACT
Proposed Transfer of Project Budget (Zero Cost Change Order)

Riverside County Transportation Commission
4080 Lemon St, 3d Floor
Riverside, CA 92502

Pursuant to Agreement 11-31-110-01 for SR-71/SR-91 IC Final Design
Parsons is requesting RCTC approval to transfer existing project budget as follows:

| Description | Budget Transfer | From WBS | To WBS |
|--|-----------------|----------|--------|
| WBS 01200 Project Management Plan | \$936.79 | | 01200 |
| WBS 02100 Utility Coordination | \$548.03 | | 02100 |
| WBS 03100 RW Coordination | \$1,875.01 | | 03100 |
| WBS 04100 Survey Coordination | -\$71.60 | 04100 | |
| WBS 05100 Perform Environmental Studies | -\$26,103.88 | 05100 | 05102 |
| WBS 05102 Supp Noise Analysis | \$2,632.19 | | 05102 |
| WBS 05200 Env Permits and Coordination | \$28,195.00 | | 05200 |
| WBS 05300 Railroad Agreements | -\$5,462.81 | 05300 | |
| WBS 07100 GAD | -\$948.11 | 07100 | |
| WBS 09100 95% PS&E Phase 1 | \$5,938.97 | | 09100 |
| WBS 09200 PS&E Phase 2 | \$2,246.56 | | 09200 |
| WBS 09300 55-Hour Closure | -\$16,011.53 | 09300 | |
| WBS 10200 Final Structures Hydraulics Report | \$2,352.97 | | 10200 |
| WBS 11200 Intermediate Structures | \$88.85 | | 11200 |
| WBS 11300 PS&E Soundwall Design | -\$11,056.89 | 11300 | |
| WBS 12100 Ready to List | -\$40,698.21 | 12100 | |
| WBS 12111 Structures RTL | \$2,840.58 | | 12111 |
| WBS 13100 Bid Support | -\$104,686.00 | 13100 | |
| WBS 13200 Design Support During Construction | \$157,384.08 | | 13200 |

| | |
|------------------------------|--------|
| NET CHANGE TO CONTRACT VALUE | \$0.00 |
|------------------------------|--------|

A. General Information

Based on guidance provided by California Department of Fish and Wildlife (CDFW), the project's Determination of Biologically Equivalent or Superior Preservation Report (DBESP) requires updating to document the compensatory mitigation acquired for the project. See attached Scope and Fee.

Existing budget will be transferred to cover this out-of-scope task and an Amendment will be discussed at a later date.

Additionally, budget was reallocated to move remaining funds from completed tasks to the Design Support During Construction WBS.

Based upon this approach, there is no net change to the Contract total associated with this request.

B. Cost Data And Scope

See attached scope, fee, and rate sheet.

C. Terms and Conditions

All terms and conditions of the original agreement remain unchanged by this request.

Submitted by

Date:

Approved By:

Date:



1/2/2023



1/3/2022

Nicole DePuy
Project Manager
Parsons

Bryce Johnston
Project Manager
Riverside County Transportation Commission

State Route 71/State Route 91 Interchange Improvement Project – Additional Scope for the Update of the Determination of Biologically Equivalent or Superior Preservation Report

Based on guidance provided by the California Department of Fish and Wildlife (CDFW), the project's Determination of Biologically Equivalent or Superior Preservation Report (DBESP) needs to be updated. During a meeting held on December 12, 2021 with RCTC and CDFW to discuss the compensatory mitigation language provided in the first draft of the Streambed Alteration Agreement, Heather Pert of CDFW indicated that the DBESP would need to be updated to reflect changes in compensatory mitigation should it differ from what was stated in the original document. The DBESP, which was prepared in 2010, identifies the compensatory mitigation being provided through the purchase of mitigation credits from the Santa Ana Watershed Association (SAWA). Coordination with SAWA revealed that they no longer had the necessary credits available forcing the project to find compensatory mitigation elsewhere. Therefore, with the project now providing compensatory mitigation through the purchase of credits from Riverpark Mitigation Bank and Soquel Canyon Mitigation Bank, the DBESP needs to be updated to reflect this change. In addition, since the approval of the original DBESP, site conditions within the project footprint have changed along with the anticipated project impacts. Updates to this information would also be provided in the DBESP.

Scope

Parsons will prepare an update to the original DBESP for CDFW concurrence. Revisions to the DBESP will include:

1. Updated nomenclature, descriptions and impacts to drainage features to match the current feature information that was provided in the regulatory based permit applications;
2. Updated descriptions of on-site riparian areas to reflect changes in conditions since the original DBESP;
3. Updated compensatory mitigation that will be acquired;
4. Updated mapping;
5. Updated floral/fauna compendium and photos;
6. Updated avoidance and minimization measures to match the final environmental document and permits.
7. Meetings/coordination with CDFW/RCTC.
8. Assume one round of review from CDFW/RCTC.
9. Assume that the DBESP will be updated from information contained in the Supplemental Natural Environment Study prepared as part of the SR-71/91 project revalidation; field surveys are not anticipated as part of the DBESP update

| SR-71/91 PS&E | | Total | Parsons | | | | | |
|---|-------------|-------|-----------------|------------------|-------------|------------------------------|-----------------------|-------------|
| | | | Project Manager | Senior Biologist | GIS Analyst | Senior Environmental Planner | Environmental Planner | Total |
| Task 1.0 Determination of Biologically Equivalent or Superior Preservation Report (DBESP) | | | | | | | | |
| 1.1 Update DBESP with biological resource information and project mitigation | 130 | | | 130 | | | | 130 |
| 1.2 Update document mapping | 30 | | | | 30 | | | 30 |
| 1.3 Quality control review and editing | 30 | | | | | 10 | 20 | 30 |
| TOTAL HOURS - TASK 1.0 | 190 | | 0 | 130 | 30 | 10 | 20 | 190 |
| HOURLY RATE | | | \$0.00 | \$65.08 | \$40.03 | \$70.91 | \$56.42 | |
| TOTAL DIRECT LABOR | \$11,498.92 | | \$0.00 | \$8,460.40 | \$1,201.02 | \$709.10 | \$1,128.40 | \$11,498.92 |
| TOTAL MULTIPLIERS | \$14,133.32 | | \$0.00 | \$10,398.68 | \$1,476.17 | \$871.55 | \$1,386.92 | \$14,133.32 |
| TOTAL FEES | \$2,563.22 | | \$0.00 | \$1,885.91 | \$267.72 | \$158.07 | \$251.53 | \$2,563.22 |
| TOTAL COST - TASK 1.0 | \$28,195 | | \$0 | \$20,745 | \$2,945 | \$1,739 | \$2,767 | \$28,195 |
| TOTAL PROJECT HOURS | 190 | | 0 | 130 | 30 | 10 | 20 | 190 |
| TOTAL PROJECT COST | \$28,195 | | \$0 | \$20,745 | \$2,945 | \$1,739 | \$2,767 | \$28,195 |

COST PROPOSAL

Parsons

LABOR COSTS

| NAME | FUNCTION | HOURS | RATE | AMOUNT |
|----------------|------------------------------|-------|-------------|------------|
| | Project Manager | 0 | | \$0.00 |
| Arianne Preite | Senior Biologist | 130 | \$65.08 | \$8,460.40 |
| Katherine Ryan | GIS Analyst | 30 | \$40.03 | \$1,201.02 |
| Robert Malone | Senior Environmental Planner | 10 | \$70.91 | \$709.10 |
| Elizabeth Koos | Environmental Planner | 20 | \$56.42 | \$1,128.40 |
| TOTAL HOURS | | 190 | TOTAL LABOR | \$11,499 |

INDIRECT COSTS (OVERHEAD)

| | |
|----------------|----------|
| ESCALATION | 0.00% |
| OVERHEAD | 122.91% |
| <hr/> | |
| TOTAL OVERHEAD | \$14,133 |

DIRECT COSTS

Billed at Actual Cost

| ITEM | QUANTITY | UNIT | UNIT COST | AMOUNT |
|--------------------|----------|------|-----------|--------|
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
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| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| TOTAL DIRECT COSTS | | | | \$0 |

FEE (PROFIT)

10%

TOTAL FEES \$2,563

COST: **\$28,195**



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, LOS ANGELES DISTRICT
915 WILSHIRE BOULEVARD, SUITE 1109
LOS ANGELES, CALIFORNIA 90017-3409

February 3, 2023

Office of the Chief
Real Estate Division

SUBJECT: Caltrans 71 91 Interchange Improvement Project

Riverside County Transportation Commission
Attn: Bryce Johnston
4080 Lemon Street, 3rd Floor
Riverside, CA 92502

Dear Mr. Johnston:

This is in regard to the Caltrans 71 91 Interchange Improvement Project within the Prado Dam Flood Risk Management Basin. Please make an administration fee payment of \$158,520.00, pursuant to 10 U.S.C. §2695, for the coordination, review of submittals, and monitoring during the construction phase of the project. Administration expenses may include, but are not limited to, environmental, construction, legal, engineering, and real estate services.

Environmental Resources: \$20,500.00
Engineering Services/QA Support: \$117,200.00
Real Estate Services: \$20,000.00
Administrative Services: \$820.00

Total Request: \$158,520.00

The administration fee is an estimate, and the U.S. Army Corps of Engineers may require additional funds or may return any excess. Payment can be made electronically or by check. Please reference the enclosure for electronic payment instructions. You will need the following information:

To Pay by Electronic Funds Transfer (EFT)

Receiving ABA Number: 051036706
Account Number: 220025
Account/Receiver Name: USACE Finance Center
Amount: \$158,520.00
ROV Number: 2183
EROC: L1
Transfer Type: EFT
Receiving Bank: Cash Link-ACH Receiver
Advance Account: 1413

Payment by Check:

If you provide funds by check, please prepare it as follows. Send the check to the following address:

USACE Finance Center
5722 Integrity Drive
Millington, TN 38054

Make your check payable to "USAED Los Angeles, FAO" in the amount requested and include the following information:

Advance Account: 1413
ROV Number: 2183
EROC: L1

Please also include the point of contact name, address, and telephone number.

If you need any additional information or have any questions, please contact Ms. Katie Parks, Outdoor Recreation Planner, at (213) 541-0981 or via email at Katie.B.Parks@usace.army.mil.

Sincerely,



Cheryl L. Connett
Chief, Real Estate Division
Real Estate Contracting Officer



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, LOS ANGELES DISTRICT
915 WILSHIRE BOULEVARD, SUITE 1109
LOS ANGELES, CALIFORNIA 90017-3409

April 17, 2023

Office of the Chief
Real Estate Division

SUBJECT: Caltrans 71 91 Interchange Improvement Project

Riverside County Transportation Commission
Attn: Bryce Johnston
4080 Lemon Street, 3rd Floor
Riverside, CA 92502

Dear Mr. Johnston:

This concerns the Caltrans 71 91 Interchange Improvement Project within the Prado Dam Flood Risk Management Basin. Please remit payment in the amount of \$132,000.00 to cover the U.S. Army Corps of Engineers' administrative costs. Pursuant to 10 U.S.C. §2695, the Corps is authorized to collect administrative fees to cover project management efforts, review of submittals, and monitoring during the construction phase of the project and may include, but are not limited to, environmental, construction, legal, engineering, and real estate services.

QA Support/USACE Monitor: \$132,000.00

Total Request: \$132,000.00

Please note the administration fee is an estimate, and the U.S. Army Corps of Engineers may require additional funds or may return any excess. Payment can be made electronically or by check. Please reference the enclosure for electronic payment instructions. You will need the following information:

To Pay by Electronic Funds Transfer (EFT)

Receiving ABA Number: 051036706
Account Number: 220025
Account/Receiver Name: USACE Finance Center
Amount: \$132,000.00
ROV Number: 2234
EROC: L1
Transfer Type: EFT
Receiving Bank: Cash Link-ACH Receiver
Advance Account: 1413

Payment by Check:

If you provide funds by check, please prepare it as follows. Send the check to the following address:

USACE Finance Center
5722 Integrity Drive
Millington, TN 38054

Make your check payable to "USAED Los Angeles, FAO" in the amount requested and include the following information:

Advance Account: 1413
ROV Number: 2234
EROC: L1

Please also include the point of contact name, address, and telephone number.

If you need any additional information or have any questions, please contact Ms. Katie Parks, Outdoor Recreation Planner, at (213) 541-0981 or via email at Katie.B.Parks@usace.army.mil.

Sincerely,



Cheryl L. Connett
Chief, Real Estate Division
Real Estate Contracting Officer

From: [Bryce Johnston](#)
To: Nicole.Depuy@parsons.com; [Hameed Al-Shawk](#); [Darman Darmoian](#); Jeff.Sparks@parsons.com
Subject: FW: [EXTERNAL] Prado Dam FCB -- 71 91 Interchange Improvement Project
Date: Tuesday, April 18, 2023 11:39:01 AM
Attachments: [71 91 Interchange Admin Fee Letter dtd 17 Apr 23.pdf](#)

Bryce Johnston
RCTC - Construction Project Manager
760-269-5150

From: Bostic Parks, Katie CIV (USA) <Katie.B.Parks@usace.army.mil>
Sent: Tuesday, April 18, 2023 11:35 AM
To: Bryce Johnston <BJohnston@RCTC.org>
Subject: [EXTERNAL] Prado Dam FCB -- 71 91 Interchange Improvement Project

Bryce,

Attached is a request for the payment of additional administrative fees for the USACE (Monitors) during the construction phase of the 71 91 Interchange Improvement project. The following cost estimate breakdown is based on the construction work schedule provided by the contractor for work on USACE land:

1. Construction Representative
3 hours of coverage per day
36 weeks, FY 2023 \$66,268.80
18 Weeks, FY 2024 \$33,268.56
2. Project Engineer
2 hour of coverage per day
36 weeks, FY 2023 \$13,968.00
18 Weeks, FY 2024 \$ 6,984.00
3. Resident Engineer
1 hour of coverage per day
36 weeks, FY 2023 \$7,673.76
18 Weeks, FY 2024 \$3,836.88

Total: \$132,000.00

Katie Parks
Army Corps of Engineers
Real Estate Division
Civil Works Branch
(213) 541-0981

Agreement No. 11-31-110-17

**AMENDMENT NO. 17
TO
AGREEMENT WITH PARSONS TRANSPORTATION GROUP, INC.
FOR
PREPARATION OF PLANS, SPECIFICATIONS AND COST ESTIMATE (PS&E)
FOR THE CONSTRUCTION OF THE
STATE ROUTE 91/STATE ROUTE 71 INTERCHANGE IMPROVEMENTS PROJECT**

1. PARTIES AND DATE

This Amendment No. 17 to the Agreement for Preparation of Plans, Specifications and Cost Estimate (PS&E) is made and entered into as of this ____ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and PARSONS TRANSPORTATION GROUP, INC. ("Consultant").

2. RECITALS

- 2.1 The Commission and the Consultant have entered into an agreement dated March 14, 2012 for the purpose of preparing Plans, Specifications and Cost Estimate (PS&E) for the construction of the State Route 91/State Route 71 Interchange Improvements Project (the "Master Agreement").
- 2.2 The Commission and the Consultant have entered into a letter agreement dated September 20, 2012, for the purpose of amending certain hourly rates and classifications while maintaining the maximum compensation provided under the Master Agreement ("Amendment No. 1 to the Master Agreement").
- 2.3 The Commission and the Consultant have entered into an Amendment No. 2 to the Master Agreement, dated March 19, 2013, for the purpose of including additional compensation under the Master Agreement.
- 2.4 The Commission and the Consultant have entered into letter agreements dated December 19, 2013 and August 13, 2014, for the purpose of addressing items not listed in scope of service and to transfer budget within the Master Agreement. The letter agreements are on file at the offices of the Commission.

- 2.5 The Commission and the Consultant have entered into an Amendment No. 3 to the Master Agreement, dated December 5, 2014, for the purpose of extending the term of the Master Agreement for the continued preparation of PS&E for the State Route 91/State Route 71 Interchange Improvements Project.
- 2.6 The Commission and the Consultant have entered into an Amendment No. 4 to the Master Agreement, dated December 28, 2015, for the purpose of extending the term of the Master Agreement for the continued preparation of PS&E for the State Route 91/State Route 71 Interchange Improvements Project.
- 2.7 The Commission and the Consultant have entered into an Amendment No. 5 to the Master Agreement, dated September 1, 2016, for the purpose of extending the term of the Master agreement for continued preparation of PS&E for the State Route 91/State Route 71 Interchange Improvements Project.
- 2.8 The Commission and the Consultant have entered into an Amendment No. 6 to the Master Agreement, dated January 1, 2018, for the purpose of extending the term of the Master Agreement and to update the indemnification provision pursuant to SB 496.
- 2.9 The Commission and the Consultant have entered into an Amendment No. 7 to the Master Agreement, dated May 14, 2018, for the purpose of including additional services and compensation for the continued preparation of PS&E for the State Route 91/State Route 71 Interchange Improvements Projects as well as incorporating certain standard California Department of Transportation ("Caltrans") required contract provisions into the Master Agreement.
- 2.10 The Commission and the Consultant have entered into a letter agreement, dated May 7, 2018, for the purpose of transferring budget within the Master Agreement. The letter agreement is on file at the offices of the Commission ("Amendment No. 8 to the Master Agreement").
- 2.11 The Commission and the Consultant have entered into an Amendment No. 9 to the Master Agreement, dated May 14, 2019, for the purpose of including additional services and compensation for the continued preparation of PS&E for the State Route 91/State Route 71 Interchange Improvements Projects.

- 2.12 The Commission and the Consultant have entered into a letter agreement dated July 30, 2019, for the purpose of implementing personnel changes. The letter agreement is on file at the offices of the Commission ("Amendment No. 10 to the Master Agreement").
- 2.13 The Commission and the Consultant have entered into a letter agreement dated December 19, 2019 for the purpose of transferring budget within the Master Agreement. The letter agreement is on file at the offices of the Commission ("Amendment No. 11 to the Master Agreement").
- 2.14 The Commission and the Consultant have entered into a letter agreement dated June 26, 2020, for the purpose of transferring budget within the Master Agreement. The letter agreement is on file at the offices of the Commission ("Amendment No. 12 to the Master Agreement").
- 2.15 The Commission and the Consultant have entered into a letter agreement, dated July 23, 2020, for the purpose of amending the rates of compensation set forth in Exhibit "C" of the Master Agreement, as previously amended. The letter agreement is on file at the offices of the Commission ("Amendment No. 13 to the Master Agreement").
- 2.16 The Commission and the Consultant have entered into a letter agreement, dated October 26, 2020, for the purpose of including additional services and compensation for the continued preparation of PS&E for the State Route 91/State Route 71 Interchange Improvements Projects. The letter agreement is on file at the offices of the Commission ("Amendment No. 14 to the Master Agreement").
- 2.17 The Commission and the Consultant have entered into an Amendment No. 15 to the Master Agreement, dated November 30, 2020, for the purpose of extending the term of the Master Agreement.
- 2.18 The Commission and the Consultant have entered into an Amendment No. 16 to the Master Agreement, dated March 29, 2021, for the purpose of including additional services and compensation for the continued preparation of PS&E for the State Route 91/State Route 71 Interchange Improvements Projects ("Amendment No. 16 to the Master Agreement").
- 2.19 The parties now desire to amend the Master Agreement for the purpose of including additional services and compensation for the continued preparation of PS&E and design support during construction for the State Route 91/State Route 71 Interchange Improvements Projects ("Amendment No. 17 to the Master Agreement").

3. TERMS

- 3.1 The term of the Master Agreement shall be extended through December 31, 2024, unless earlier terminated as provided in the Master Agreement.
- 3.2 Except as amended by this Amendment No. 17, all provisions of the Master Agreement, as previously amended by Amendments 1 through 16, 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.
- 3.3 This Amendment No. 17 shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.4 This Amendment No. 17 may be signed in counterparts, each of which shall constitute an original.
- 3.5 A manually signed copy of this Amendment No. 17 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. 17 for all purposes. This Amendment No. 17 may be signed using an electronic signature.

[Signatures on following page]

SIGNATURE PAGE TO
AMENDMENT NO. 17 TO
AGREEMENT WITH PARSONS TRANSPORTATION GROUP, INC.
FOR
PREPARATIONS OF PLANS, SPECIFICATIONS AND COST ESTIMATE (PS&E)
FOR THE CONSTRUCTION OF THE
STATE ROUTE 91/STATE ROUTE 71 INTERCHANGE IMPROVEMENTS PROJECT

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**PARSONS TRANSPORTATION
GROUP, INC.**

By: _____
Anne Mayer, Executive Director

By: _____
Chris A. Johnson,
Vice President/
Regional Manager

APPROVED AS TO FORM:

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

EXHIBIT “A”

SCOPE OF SERVICE

[attached behind this page]

EXHIBIT A (PART 1)

SR 71/SR 91 Interchange Improvement Project

Scope of Work (Amendment #17)

Background:

The Riverside County Transportation Commission (RCTC), in cooperation with Caltrans, proposes to improve the existing State Route 71 (SR-71)/State Route 91 (SR-91) interchange (Project) in the City of Corona, Riverside County. The proposed improvements include constructing a new direct connector from eastbound (EB) SR-91 to northbound (NB) SR-71 and reconfiguring the EB SR-91 ramp between Green River Road and the SR 71/91 interchange. The proposed project is anticipated to improve mobility on SR-91 and SR-71 by enhancing operations and capacity at the SR 71/91 interchange.

During the final design process, there were several changes to the scope of work that resulted in 'no cost change' amendments to the contract in which budget from the future Construction Support and As-Built Drawing preparation tasks were redistributed to cover the changes in scope required by the various agencies. Below is a summary of these 'no cost change' amendments that were approved by RCTC for which Parsons is now seeking to recoup budget for Construction Support services:

- September 7, 2021 (\$364,720); Soundwalls – This amendment included the preparation of the plans, specifications, and estimate for soundwalls spanning seven private properties. Additionally, the task included right-of-way support, topographic survey, and geotechnical investigations.
- December 7, 2021 (\$24,436.69); Design Information Bulletin (DIB) 91 and CEM 1302 Forms – This amendment included updating the traffic handling plans to comply with DIB 91 and completing the CEM 1302 Forms for the k-rail design.
- January 3, 2023 (\$28,195); Determination of Biologically Equivalent or Superior Preservation Report (DBESP) - California Department of Fish and Wildlife (CDFW) requires the DBESP be updated to document the compensatory mitigation acquired for the project.

Additionally, the following funding is required for Army Corps of Engineers:

- On February 7, 2023, RCTC requested that Parsons provide funding to Army Corps of Engineers for their administrative fees required for the construction phase of the project. An initial payment of \$40,000 was made on 2/13/23 and a subsequent payment of \$118,520 was made on 4/11/23. The total funds transferred to Army Corps was \$158,520.
- On April 18, 2023, Army Corps of Engineers sent RCTC a request for an additional \$132,000 for a construction representative, project engineer, and resident engineer during construction. Parsons plans to pay Army Corp the \$132,000 once this amendment is approved.
- Parsons has included an additional \$100,000 in the ODC budget of this amendment for future Army Corps of Engineers fees.

Additional Scope of Work Summary:

The additional scope of work in this Amendment No. 17 includes:

- Scope and fee to replenish the Design Support During Construction and As-Built Drawing preparation tasks depleted by the above-mentioned amendments.

- CCO#6 – RCTC directed change order to incorporate Microwave Vehicle Detection System for tolling infrastructure

Attachments:

- A - September 7, 2021; Soundwalls
- B - December 7, 2021; Design Information Bulletin (DIB) 91 and CEM 1302 Forms
- C - January 3, 2023; Determination of Biologically Equivalent or Superior Preservation Report (DBESP)
- D – February 3, 2023; Army Corp of Engineers Funding Letter

EXHIBIT “C”

COMPENSATION

[attached behind this page]

SR-71/91 IC PS&E

BUDGET SUMMARY (Amendment No 17)

| Firm | Remaining Budget | Estimate to Complete | Amendment #17 |
|----------------------|------------------|----------------------|----------------|
| Parsons | \$408,471.76 | \$1,527,514.60 | \$1,119,042.84 |
| EMI | \$74,373.73 | \$74,373.73 | \$0.00 |
| Psomas | \$4,438.44 | \$4,438.44 | \$0.00 |
| FPL | \$1,278.27 | \$1,278.27 | \$0.00 |
| Tylin | \$66,683.68 | \$66,683.68 | \$0.00 |
| ECORP | \$3,460.95 | \$0.00 | (\$3,460.95) |
| Lynn Capouya | \$24,507.23 | \$10,000.00 | (\$14,507.23) |
| TOTAL AMENDMENT #17: | | | \$1,101,075 |

| SR-71/91 PS&E (Amendment 17) | | Total | Parsons | | | | | | | | | | |
|--|--|--------------|---------------------------|---------------------|-------------|-----------------------|------------------------------|--------------------|----------------------------|-----------------------------|-----------------|------------|--------------|
| | | | Principal Project Manager | Engineering Manager | Engineer II | Environmental Manager | Senior Environmental Planner | Structures Manager | Senior Structures Engineer | Structures Project Engineer | Senior Engineer | Admin | Total |
| Task 1.0 Project Management | | | | | | | | | | | | | |
| Project Management, Invoicing, Meetings | | 392 | 340 | | | | | | | | | 52 | 392 |
| | | 0 | | | | | | | | | | | 0 |
| TOTAL HOURS - TASK 1.0 | | 392 | 340 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 52 | 392 |
| HOURLY RATE | | | \$113.61 | \$89.52 | \$48.61 | \$73.03 | \$67.03 | \$129.49 | \$90.37 | \$69.82 | \$56.92 | \$43.05 | |
| TOTAL DIRECT LABOR | | \$40,866.22 | \$38,627.41 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,238.81 | \$40,866.22 |
| TOTAL MULTIPLIERS | | \$50,228.67 | \$47,476.95 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,751.72 | \$50,228.67 |
| TOTAL FEES | | \$9,109.49 | \$8,610.44 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$499.05 | \$9,109.49 |
| TOTAL COST - TASK 1.0 | | \$100,204 | \$94,715 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$5,490 | \$100,204 |
| Task 5.0 Environmental | | | | | | | | | | | | | |
| Determination of Biologically Equivalent or Superior Preservation Report | | 174 | | | | 60 | 114 | | | | | | 174 |
| | | | | | | | | | | | | | |
| TOTAL HOURS - TASK 3.0 | | 174 | 0 | 0 | 0 | 60 | 114 | 0 | 0 | 0 | 0 | 0 | 174 |
| HOURLY RATE | | | \$113.61 | \$89.52 | \$48.61 | \$73.03 | \$67.03 | \$129.49 | \$90.37 | \$69.82 | \$56.92 | \$43.05 | |
| TOTAL DIRECT LABOR | | \$12,023.63 | \$0.00 | \$0.00 | \$0.00 | \$4,382.05 | \$7,641.58 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$12,023.63 |
| TOTAL MULTIPLIERS | | \$14,778.24 | \$0.00 | \$0.00 | \$0.00 | \$5,385.98 | \$9,392.26 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$14,778.24 |
| TOTAL FEES | | \$2,680.19 | \$0.00 | \$0.00 | \$0.00 | \$976.80 | \$1,703.38 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,680.19 |
| TOTAL COST - TASK 3.0 | | \$29,482 | \$0 | \$0 | \$0 | \$10,745 | \$18,737 | \$0 | \$0 | \$0 | \$0 | \$0 | \$29,482 |
| Task 13.0 Bid and Construction Support | | | | | | | | | | | | | |
| Design Support During Construction | | 0 | | | | | | | | | | | 0 |
| Roadway Design Support | | 1820 | 260 | 1040 | 520 | | | | | | | | 1820 |
| Structures Design Support | | 2300 | | | | | | 830 | 830 | 640 | | | 2300 |
| As-Built Drawings | | 578 | | 30 | 300 | | | | | 20 | 228 | | 578 |
| TOTAL HOURS - TASK 5.0 | | 4698 | 260 | 1070 | 820 | 0 | 0 | 830 | 830 | 660 | 228 | 0 | 4698 |
| HOURLY RATE | | | \$113.61 | \$89.52 | \$48.61 | \$73.03 | \$67.03 | \$129.49 | \$90.37 | \$69.82 | \$56.92 | \$43.05 | |
| TOTAL DIRECT LABOR | | \$406,730.87 | \$29,538.61 | \$95,791.23 | \$39,856.67 | \$0.00 | \$0.00 | \$107,480.59 | \$75,004.65 | \$46,080.92 | \$12,978.20 | \$0.00 | \$406,730.87 |
| TOTAL MULTIPLIERS | | \$499,912.92 | \$36,305.90 | ##### | \$48,987.84 | \$0.00 | \$0.00 | \$132,104.40 | \$92,188.22 | \$56,638.06 | \$15,951.50 | \$0.00 | \$499,912.92 |
| TOTAL FEES | | \$90,664.38 | \$6,584.45 | \$21,352.82 | \$8,884.45 | \$0.00 | \$0.00 | \$23,958.50 | \$16,719.29 | \$10,271.90 | \$2,892.97 | \$0.00 | \$90,664.38 |
| TOTAL COST - TASK 5.0 | | \$997,308 | \$72,429 | \$234,881 | \$97,729 | \$0 | \$0 | \$263,543 | \$183,912 | \$112,991 | \$31,823 | \$0 | \$997,308 |
| TOTAL PROJECT HOURS | | 5264 | 600 | 1070 | 820 | 60 | 114 | 830 | 830 | 660 | 228 | 52 | 5264 |
| TOTAL PROJECT COST | | \$1,527,515 | \$167,144 | \$234,881 | \$97,729 | \$10,745 | \$18,737 | \$263,543 | \$183,912 | \$112,991 | \$31,823 | \$5,490 | \$1,527,515 |

COST PROPOSAL

Parsons

LABOR COSTS

| NAME | FUNCTION | HOURS | RATE | AMOUNT |
|--------------------|------------------------------|--------------|--------------------|------------------|
| | Principal Project Manager | 600 | \$113.61 | \$68,166.02 |
| | Engineering Manager | 1,070 | \$89.52 | \$95,791.23 |
| | Engineer II | 820 | \$48.61 | \$39,856.67 |
| | Environmental Manager | 60 | \$73.03 | \$4,382.05 |
| | Senior Environmental Planner | 114 | \$67.03 | \$7,641.58 |
| | Structures Manager | 830 | \$129.49 | \$107,480.59 |
| | Senior Structures Engineer | 830 | \$90.37 | \$75,004.65 |
| | Structures Project Engineer | 660 | \$69.82 | \$46,080.92 |
| | Senior Engineer | 228 | \$56.92 | \$12,978.20 |
| | Admin | 52 | \$43.05 | \$2,238.81 |
| TOTAL HOURS | | 5,264 | TOTAL LABOR | \$459,621 |

INDIRECT COSTS (OVERHEAD)

| | |
|----------------|-----------|
| ESCALATION | 0.00% |
| OVERHEAD | 122.91% |
| <hr/> | |
| TOTAL OVERHEAD | \$564,920 |

DIRECT COSTS

Billed at Actual Cost

| ITEM | QUANTITY | UNIT | UNIT COST | AMOUNT |
|--|----------|-----------|------------------|------------------|
| USACE Funds (Paid 2/13/23 and 4/11/23) | 1 | LS | \$158,520 | \$158,520.00 |
| USACE Funds (Unpaid) | 1 | LS | \$132,000 | \$132,000.00 |
| USACE Funds (Contingency) | 1 | LS | \$100,000 | \$100,000.00 |
| Mileage | 1 | LS | \$10,000 | \$10,000.00 |
| | | | | \$0.00 |
| TOTAL DIRECT COSTS | | | | \$400,520 |

FEE (PROFIT)

10%

TOTAL FEES **\$102,454**

COST: **\$1,527,515**

CM Agreement Change Notice –

Agreement 21-31-012-00 – Falcon Engineering Services, Inc
 CONSTRUCTION MANAGEMENT SERVICES, MATERIALS TESTING, CONSTRUCTION
 SURVEYING, AND PUBLIC OUTREACH FOR THE 71/91 INTERCHANGE PROJECT

Date: 05/20/2023

Per Agreement paragraph 1, Scope of Services, and paragraph 19, Fees and Payment, the following work is added to the agreement:

Scope description:

1. Original Contract was based on 475WD, however during bidding phase the number of working days were increased to 575WD, that required additional resources from the CM team.
2. Falcon is requesting the change only for the core staff that will be managing the construction phase.
3. Other CM services (i.e. material testing and surveying) will not be affected by this change.
4. 5 months at average of 168 hours/month have been estimated to be **\$2,021,452.71**

| Description | Amount |
|------------------------------|----------------|
| Falcon Engineering Services* | \$2,021,452.71 |

* Attached for reference (Exhibit_10-H 1_FALCON Amendment #1.xlsx)

Total cost of change is **\$2,021,452.71**

Contract Summary

| | |
|-------------------------------------|-----------------------------|
| Original Contract | \$16,693,137.51 |
| Amendment #1 | \$2,021,452.71 |
| Total Contract | \$18,714,590.22 |
| | |
| Original Contingency | \$1,108,490.00 |
| Contingency Balance after Amendment | <u>-\$912,962.71</u> |

Agreement No. 21-31-012-01

**AMENDMENT NO. 1
TO AGREEMENT WITH
FALCON ENGINEERING SERVICES, INC.
FOR
CONSTRUCTION MANAGEMENT SERVICES, MATERIALS TESTING,
CONSTRUCTION SURVEYING, AND PUBLIC OUTREACH
FOR THE
71/91 INTERCHANGE PROJECT**

1. PARTIES AND DATE

This Amendment No. 1 to Agreement for Construction Management Services, materials testing, construction surveying, and public outreach ("Amendment No. 1") is entered into as of this ____ day of ____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and FALCON ENGINEERING SERVICES INCORPORATED ("Consultant"), a California corporation.

2. RECITALS

- 2.1 The Commission and the Consultant have entered into Agreement No. 21-31-012-01, dated August 10, 2021, (the "Master Agreement") for the purpose of providing construction management services, materials testing, construction surveying, and public outreach for the State Route 71 / State Route 91 Interchange Project (the "Project")
- 2.2 The Commission and the Consultant now desire to amend the Master Agreement in order to provide additional funding to compensate Consultant for additional 100-working day of Consultant services required for the Project.

3. TERMS

- 3.1 The Services, as that term is defined in the Master Agreement, shall be amended to include the additional services required to complete the Project, as further described in Exhibit "A" attached to this Amendment No. 1 and incorporated herein by reference.
- 3.2 The maximum compensation to be provided under this Amendment No. 1 for the Services as set forth in the attached Exhibit "A" shall not exceed Eighteen Million, Seven Hundred Fourteen Thousand Five Hundred Ninety One Dollars and No Cents (\$18,714,591), as further detailed in Exhibit "B" attached to this Amendment No. 1 and incorporated herein by reference.
- 3.3 Except as amended by this Amendment No. 1, all provisions of the Master

Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1.

- 3.4 This Amendment No. 1 shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.5 A manually signed copy of this Amendment No. 1 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. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.
- 3.6 This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO
AGREEMENT NO. 21-31-012-01**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**FALCON ENGINEERING
SERVICES, INC.**

By: _____
Anne Mayer, Executive Director

By: _____
Signature

Name

Title

APPROVED AS TO FORM

ATTEST:

By: _____
Best Best & Krieger LLP
General Counsel
Officer

By: _____
Its: President / Chief Financial

* 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

EXHIBIT “C”

COMPENSATION

[attached behind this page]

DRAFT

AGENDA ITEM 9

| <i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i> | |
|--|--|
| DATE: | June 26, 2023 |
| TO: | Western Riverside County Programs and Projects Committee |
| FROM: | Gary Ratliff, Facilities Administrator |
| THROUGH: | Erik Galloway, Project Delivery Director |
| SUBJECT: | Agreement for Security Guard Services at Commission Owned Commuter Rail Stations |

STAFF RECOMMENDATION:

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

- 1) Award Agreement No. 23-24-050-00 to Universal Protection Services, LP (Universal) for the provision of security services at the Commission owned Commuter Rail stations for a three-year term, and two one-year options to extend the agreement, in an amount of \$21,450,000, plus a contingency amount of \$1,072,500 for a total amount not to exceed \$22,522,500;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement, including option years, 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:

On September 14, 2016, the Commission awarded a seven-year station security service contract to Universal, for the Commission's nine Commuter Rail stations and a security operations control center in the amount of \$18,336,000. At that time in 2016, the Commission expanded its operation from five Commuter Rail stations to nine stations with the commencement of the Perris Valley Line. In the spring of 2019, the Commission added a bus depot to the La Sierra station, for a total of 11 facilities requiring security services.

Security Services are provided 24 hours a day, seven days a week to protect patrons and the Commission property, observe conditions and operations of station assets, and inform and assist patrons and user of the station services. Security personnel are required to serve as representatives of both the Commission and Metrolink at the stations.

Security officers are expected to patrol, both on foot and in marked lighted patrol vehicles (golf carts). Security presence deters motor vehicle theft and burglaries, as well as other criminal activity including vandalism and graffiti in all areas of the stations. Security officers discourage unsafe activities such as crossing tracks, skateboarding on the station premises, and loitering.

Security officers report safety hazards to the Commission or crimes to law enforcement and provide daily activity reports. Security officers act as station ambassadors, assisting the patrons with travel information and have knowledge of connecting services.

Security services at the stations and operation control center are vital for a safe environment and experience of all users of the public transportation opportunities at the Commuter Rail stations and to protect Commission property. All security officers are equipped with a smartphone connected to an electronic tour of duty monitoring system to ensure all areas of each facility are being monitored regularly, a line of communication with the operation control center, and able to respond to calls. In additions, security officers monitor the stations closed-circuit television (CCTV) system at the control center and are able to report any irregularities to the security officers in the field and/or law enforcement if necessary.

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, experience, and approach and understanding to respond to the Commission's needs for security services as set forth under the terms of the request for proposals (RFP) No. 23-24-050-00.

RFP No. 23-24-050-00 for security guard services was released by staff on March 23, 2023. The RFP was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Utilizing PlanetBids, emails were sent to 30 firms, 13 of which are located in Riverside County. Through the PlanetBids site, 44 firms downloaded the RFP; eight of these firms are located in Riverside County. A pre-bid conference was held on March 30, 2023, and attended by five firms. Staff responded to all questions submitted by potential proposers prior to the April 13 clarification deadline date. Fourteen firms – A.G. Coast Corp (Los Angeles); Alltech Industries, Inc.(Monterey Park); American Global Security (Riverside); America Guard Services, Inc. (Los Angeles); Anthem Protective Services (Carson); Citiguard, Inc. (West Hills); Command International Security Services (Van Nuys); Contact Security, Inc. (Brea); Good Guard Security, Inc. (Riverside); Inter-Con Security Systems, Inc. (Pasadena); Invicta Allstate Security Services (San Diego); Patrol Vision Security Services, Inc. (Corona); Southwest Patrol Inc. (Brea); and Universal Protection Services (Irvine) – submitted responsive and responsible statements of proposals prior to the 2:00 p.m. submittal deadline on May 4, 2023. Utilizing the evaluation criteria set forth in the RFP, the 14 firms were evaluated and scored by an evaluation committee comprised of Commission and Bechtel staff. Scoring was based entirely upon the evaluation criteria set forth in the RFP.


Based on the evaluation committee's assessment of the written proposals and pursuant to the terms of the RFP, the evaluation committee short listed and invited three firms to the interview phase of the evaluation and selection process. Interviews of the short-listed firms – Inter-Con Security; Invicta Allstate Security; and Universal – were conducted on May 31, 2023.

As a result of the evaluation committee's assessment of the written proposals and interviews, the evaluation committee recommends contract award to Universal to perform security guard services for a three-year term, with two, one-year options to extend the agreement, as this firm earned the highest total evaluation score.

| Firm | Price | Overall Ranking |
|------------------------------------|-----------------|------------------------|
| Universal Protection Services | \$21,445,819.20 | 1 |
| Inter-Con Security, Inc. | \$26,867,838.40 | 2 |
| Invicta Allstate Security Services | \$28,504,424.00 | 3 |

Staff recommends the award of this contract to Universal in the amount of \$21,450,000, with a contingency of \$1,072,500 for a total amount not exceed \$22,522,500 for the three-year term, with two, one-year options for a total of five years. The contingency amount of \$1,072,500 will be utilized under staff discretion for train events and promotions where additional security is warranted, examples would be Festival of Lights trains.

The Commission's standard form professional services agreement will be entered into with the consultant subject to any changes approved by the Executive Director, and pursuant to legal counsel review. Staff oversight of the contract will work to maximize the effectiveness of the consultants and minimize costs to the Commission.

| Financial Information | | | | | |
|-----------------------------|--|-------|---------------------------|--------------------|-----------------------------|
| In Fiscal Year Budget: | N/A | Year: | FY 2023/24 FY 2024/25+ | Amount: | \$4,504,500 \$18,018,000 |
| Source of Funds: | Measure A, and Federal Grants | | | Budget Adjustment: | No |
| GL/Project Accounting No.: | 2440XX 81006 00000 0000 265 24 81006 | | | | |
| Fiscal Procedures Approved: |  | | | Date: | 06/15/2023 |

Attachment: Draft Agreement No. 23-24-050-00 with Universal

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR SECURITY GUARD SERVICES
WITH UNIVERSAL PROTECTION SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **UNIVERSAL PROTECTION SERVICES** ("Consultant"), a **Limited Partnership**.

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing security guard services to public clients, is licensed in the State of California, and is familiar with the plans of Commission.

2.2 Commission desires to engage Consultant to render professional security guard services at the Commission owned commuter rail stations ("Project") as set forth herein.

2.3 The Project will be funded, in part, with federal funding from the Federal Transit Administration ("FTA"). Consultant shall comply with all applicable FTA requirements.

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 regarding the Project and on other programs and matters affecting Commission, 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: _____.

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 **Steve Claton**, 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 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 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.

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, 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.

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. Reserved.

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

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

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the 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, 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.

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, 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.

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 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.

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 [**INSERT WRITTEN DOLLAR AMOUNT**] (\$[**INSERT NUMERICAL DOLLAR AMOUNT**]) without written approval of Commission's Executive Director ("Total Compensation"). Additional 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 Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be

processed by the Commission as “sole source” procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

(a) In addition to the changes authorized above, a modification which is signed by Consultant and the Commission's Executive Director, other than a Cardinal Change, may be made in order to: (1) make a negotiated equitable adjustment to the Agreement price, delivery schedule and other terms resulting from the issuance of a Change Order, (2) reflect definitive letter contracts, and (3) reflect other agreements of the parties modifying the terms of this Agreement (“Bilateral Contract Modification”).

(b) Consultant shall not perform, nor be compensated for any change, without written authorization from the Commission's Executive Director as set forth herein. In the event such a change authorization is not issued and signed by the Commission's Executive Director, Consultant shall not provide such change.

3.15 Financial Provisions; Records Retention; Audit.

3.15.1 Cost Principles and Administrative Requirements.

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

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

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

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

3.15.2 Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement. The State, State Auditor, Commission, or any duly authorized representative of the State or Federal Government

shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to this Agreement and, if applicable, indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

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

3.15.4 Audit Review Procedures.

(a) 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.

(b) 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 will be submitted in writing.

(c) 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.

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:

Universal Protection Service, LP
450 Exchange
Irvine, CA 92602

Attn: Steve Claton

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 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.

3.18.2 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.

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 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, 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.

3.19 Equipment Purchase

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

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

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

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

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, 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.

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 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this 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. 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.

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, 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.

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. There are no 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 Provisions Applicable When Federal Funds Are Involved. Since funding for the Services is provided, in whole or in part, from the FTA, Consultant shall fully and adequately comply with the provisions included in Exhibit "D" (FTA Requirements) attached hereto and incorporated herein by reference.

3.42 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services, except for any FTA Requirements, which shall govern, unless otherwise approved by the Commission.

3.43 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.

3.44 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.

3.45 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.

3.46 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.

3.47 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.

DRAFT

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR SECURITY GUARD SERVICES
WITH UNIVERSAL PROTECTION SERVICE**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
UNIVERSAL PROTECTION SERVICE, LP**

By: _____
**ANNE MAYER
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.

Exhibits A

STATEMENT OF SERVICES

The Riverside County Transportation Commission (hereinafter “RCTC” or “Commission”) requires the professional services of a qualified consultant to provide Security Officer Services at the Commission owned Commuter Rail Stations. Security Officers hours of operations shall be twenty-four (24) hours a day, seven (7) days a week. The guards will patrol—both on foot and/or in a marked, lighted patrol vehicle (golf cart/bicycle/segway). Security Officer presence should deter motor vehicle theft and vehicle burglaries, as well as other criminal activity including vandalism and graffiti in all areas of the station including bathrooms and elevators. Security Officer shall discourage unsafe activities such as skateboarding and report safety hazards or crimes to authorities. Security Officer shall treat all transit users as customers and will be courteous, helpful, and professional at all times.

I. LOCATIONS

Station Locations: Contractor shall provide security services for the Commission at each of the following commuter rail stations in the County of Riverside.

1. Riverside Downtown Station – 4066 Vine Street, Riverside, CA 92507
2. Pedley Station – 6001 Pedley Road, Riverside, CA 92509
3. La Sierra Station – 10901 Indiana Avenue, Riverside, CA 92503
4. La Sierra Station- 10901B Indiana Avenue, Riverside, CA 92503
5. West Corona Station – 155 S. Auto Center Drive, Corona, CA 92880
6. North Main Corona Station (including Parking Structure) – 250 East Blaine, Corona, CA 92879
7. Perris Multimodal (Downtown Station) – 121 C Street, Perris, CA 92507
8. Riverside Hunter Park Station – 1101 Marlborough Avenue, Riverside, CA 92507
9. Moreno Valley/March Field Station – 14160 Meridian Parkway, Riverside, CA 92508
10. South Perris Station and Layover Area – 1304 Case Road, Perris, CA 92507

Operations Control Center: Contractor shall also provide security services for the Commission’s Riverside Downtown Operations Control Center (4344 Vine Street,

Riverside, CA 92507) located adjacent to the Riverside Downtown Station.

II. SCOPE OF SERVICES

A. GENERAL DUTIES

Standard duties of the security officer will include (but are not limited to):

1. Patrol each of the commuter rail stations on foot, riding a golf cart and/or whatever other means the Commission considers best for each facility and/or station location.
2. Provide security for patrons, buildings, vehicles and personnel at the commuter rail stations and control center identified herein. This will include, but not be limited to, making around the clock rounds of assigned areas and key locations, responding to alarms, and securing gates and doors.
3. Respond to alarms, suspicious activities, fires, injuries, security incidences, or any emergency situation.
4. Write reports to document incidents, as required, and forward to RCTC designated staff.
5. Follow guidelines and requirements set forth in the Post Orders (see paragraph III below) developed by the Successful Contractor.
6. Communicate with a broad diversity of persons, including the communication of information to patrons in a courteous and professional manner.
7. Provide information to patrons regarding train, bus, and shuttle services at the station in a friendly and professional manner.
8. Take photographs and document violations and incidents, as required.
9. Search within station grounds for reported belongings left behind by the public and store in a locked and secure area, until the item is retrieved.
10. Reporting potential safety hazards, criminal activity, unusual circumstances or activity, by calling 911 emergency and Commission personnel as necessary.

11. Discouraging skateboarders from using the facility as a play area through regular identification and reporting of these activities.
12. Discouraging loitering on the property and reporting extended loitering/camping to police officials as appropriate.
13. Each parking lot, elevator, stairway, platform, and restroom shall be foot patrolled at least four times per shift. The purpose of high-visibility patrol is to provide safety to transit users and act as a deterrent to vehicle theft/vehicle break-ins and other crimes.
14. Perform any other duties or functions not specifically outlined or set forth above but which are reasonably identified as falling within the scope and realm of a security officer's duties and responsibilities.

Standard duties of the security officer will not include: Positioning themselves at either end of the pedestrian track crossings when a train is entering or exiting the station. This is strictly prohibited. The guard shall not act at any time as a track crossing guard for users of the station.

B. PROCEDURES

Security Officers shall follow the following procedures:

1. Call 911 emergency numbers for any emergencies or immediate crimes in progress.
2. After contacting 911 emergency personnel, guards shall contact the designated Commission representative listed on the Emergency/Contact List, provided by the Commission, to report the emergency incident.
3. Document all emergency incidents and within three (3) working days of occurrence, submit a written report to the Commission representative.
4. Contact the Commission representative to report all significant non-emergency incidents.
5. Document all significant non-emergency incidents in a written report, prepare monthly/weekly Daily Activities Log, and submit to the Commission representative.
6. In the event that a Security officer is involved in a confrontation with any individual, that guard shall write a detailed incident report and ensure that it is delivered to Security Company management on the (same) day the incident occurs, or the following morning if the incident occurs during the evening. Security company management shall forward the report to the Commission representative for appropriate handling within one (1) day.

7. Each Security officer shall be introduced to the Commission representative and an exchange of information will take place (names, cell numbers etc.). Upon a change in guards for any reason (vacation, termination, schedule change etc.) notice shall be given to the Commission representative to avoid confusion.
8. Make citizen's arrest when necessary.
9. Report any vandalism and graffiti observed on-site, including in restrooms or the elevator, to the local Police Department.
10. Report any extended loitering or camping by individuals to the local Police Department.
11. Officers shall be in communication with Contractor headquarters and shall have mobile communication capability to contact police, if necessary.
12. Contractor shall be required to provide/utilize the CyCop telecommunication based guard tour system or similar technology at each commuter rail station location. Access should be granted to appropriate Commission representative(s).
13. Contractor shall provide accurate, legible, detailed reports of daily activity (DARs) and submit to the Commission using the Commission's Rail Station Security Application Database.
 - a. The DARs should include but not be limited to all unsafe equipment or conditions of site, any accidents or injuries occurring on property, all equipment failure, schedule of services providers and a count of vehicles remaining in parking lots after hours.

C. WORK FORCE

| Classification | Number of Officers | Proposed Work Schedule | Hours Per Week |
|-------------------------------------|---------------------------|-------------------------------|-----------------------|
| Riverside Downtown (Western) | | | |
| Security Officer | 1 | 24 hours – 7 days per week | 168 |
| Security Officer | 1 | 24 hours – 5 days per week | 80 |
| Security Officer | 1 | Mon.- Sun. 9pm-5am | 56 |
| Security Officer | 1 | Mon.- Fri. 9am-4pm | 40 |
| Control Center | | | |
| CCTV Operator | 2 | 24 hours – 7 days per week | 336 |
| CCTV Operator | 1 | 16 hours- 5 days per week | 80 |
| Pedley (Western) | | | |
| Security Officer | 1 | 24 hours – 7 days per week | 168 |
| La Sierra (Western) | | | |

| | | | |
|--|---|---|-----|
| Security Officer | 1 | 24 hours – 7 days per week | 168 |
| Security Officer (RTA) | 1 | 24 hours – 7 days per week | 168 |
| West Corona (Western) | | | |
| Security Officer | 1 | 24 hours – 7 days per week | 168 |
| North Main Corona (Western) | | | |
| Security Officer | 1 | 24 hours – 7 days per week | 168 |
| Security Officer | 1 | Mon.- Fri. – 4am-12pm | 40 |
| Security Officer | 1 | Mon.- Fri. – 12pm-8pm | 40 |
| Perris Multimodal (PVL) | | | |
| Security Officer | 2 | 24 hours – 7 days per week | 336 |
| Riverside Hunter Park (PVL) | | | |
| Security Officer | 1 | 24 hours – 7 days per week | 168 |
| Moreno Valley/March Field (PVL) | | | |
| Security Officer | 1 | 24 hours – 7 days per week | 168 |
| South Perris (PVL) | | | |
| Security Officer | 2 | 24 hours – 7 days per week | 336 |
| All | | | |
| Account Manager | 1 | Mon. – Fri. 8am – 4pm | 40 |
| Day Supervisor | 1 | Mon. – Fri 5am-1pm | 40 |
| Overnight Supervisor All Stations | 1 | Wed. – Sun 10pm-6am | 40 |
| Supervisor Western Stations & Control Center | 1 | Mon.- Fri. 3pm – 11pm | 40 |
| Supervisor PVL Stations | 1 | Sat & Sun 7am – 3pm Mon - Wed 4pm – 12am | 40 |

1. Uniforms

- a. All uniforms to be worn by contract security personnel working under the contract are subject to approval by the Commission. Contract personnel must be well-groomed and be provided by the security company with complete uniforms that include shirts, trousers, jackets, hats, badges, company designation patch(es), name tag(s), and any other appropriate uniform apparel (e.g., raincoats, boots, etc.) necessary to properly perform assigned tasks, prior to assignment at any stations. Uniforms are to be neat, clean, pressed, and properly fitted. Uniforms for all contract personnel are to be provided by the security company at no additional cost to the Commission, and are subject to approval of the authorized Commission supervisor. Any Security officer reporting for duty in an incomplete uniform, a uniform that is not neat, clean or properly fit, or who is otherwise not properly

equipped may be dismissed by the Commission authorized supervisor for the duration of the shift. In such event, the Contractor will be responsible for immediately replacing the Security officer with another, properly-equipped, guard.

- b. At no additional cost to the Commission, the contractor shall equip each security officer with a properly-functioning two-way communication device, smart phone equipped with CyCop technology, and shall provide and maintain 24-hour radio communication capability with all assigned personnel and supervisors.
 - c. The contractor shall also provide, at no additional cost to the Commission, all equipment necessary to properly carry out assigned tasks. Such additional equipment may include, but is not limited to, safety equipment items, operable flashlights, and spare batteries for all battery-operated equipment.
2. The schedule of the guard shifts shall be based on the commuter rail train schedule. Security officers will be required assist train riders with ticket purchases and schedules.

D. PERSONNEL REQUIREMENTS

- 1. Guards must possess a high school diploma or G.E.D. equivalent, and shall have the ability to speak, read, and write the English language; understand and carry out oral and written directions; write accurate and clear reports; and monitor environmental and electronic security systems at a level sufficient to perform assigned tasks under the contract.
- 2. Guards must be a graduate of a state certified security officer/guard training program and possess current, valid Consumer Affairs guard cards, certification to carry pepper spray (a chemical agent), and handcuffs. Contractor and security officers shall possess all necessary certificates and permits required by state and any local jurisdiction.
- 3. All guards must possess current First Aid and CPR (Cardiopulmonary Resuscitation) certification cards. Certification as an Emergency Medical Technician level (EMT-1) may substitute for the first aid requirement.
- 4. Guards may not be employed under this contract if he or she currently or in the past has been involved in:
 - a. Any felony conviction;
 - b. Military conduct resulting in dishonorable or undesirable discharge;

- c. Relieved from duties at any of the Commission's rail stations;
 - d. Any pattern of irresponsible behavior, including but not limited to unreasonable driving, theft, or a problem employee record.
5. Guards must meet the following requirements regarding personal behavior and ability:
- a. Ability to meet and deal tactfully with government personnel, facility employees and the general public;
 - b. Ability to understand, explain, interpret and apply rules, regulations, directives and procedures;
 - c. Possess poise, self-confidence and an ability to make sound decisions and react quickly under stressful conditions;
 - d. Ability to prepare clear and concise reports;
 - e. Ability to learn and adapt to changing situations;
 - f. Ability to accept and respond to instructions and direction.
6. All guards assigned to work under this contract must be in good physical condition, which enables him/her to perform the full range of security work. Guards must be fully capable of performing work requiring moderate to arduous physical exertion under either normal or emergency conditions. It is possible the guards may encounter smoke and/or chemicals. Occasionally, security personnel may be required to subdue violent or potentially violent people. Accordingly, physical stamina in all its forms (mental, climate-related, etc.) is a basic physical requirement of this position.

E. SUPERVISION AND TRAINING

Contractor's supervisory duties shall include, but not be limited to:

- 1. Provide an adequate, appropriate level of field supervision for security officers working the fixed posts.
- 1. Provide security officer training, at no cost to the Commission, at least once a year for each security officer.
- 2. Ensure that relevant contractor personnel obtain applicable Verint certification within the first six months of the contract.
- 3. Coordinate all security operations and services for regular and event assignments with the Commission to ensure that all are properly staffed.

F. MOBILE PATROL

Contractor must provide mobile patrol services upon request of the Commission. The contractor is responsible for providing the necessary personnel and vehicle(s) properly maintained and registered for the mobile patrol services. Unless otherwise requested or approved by the Commission, all vehicles used for mobile patrol services under this contract are to be clearly marked to clearly identify the vehicle as a patrol vehicle. Upon request of the Commission for additional mobile patrol services that require the contractor to provide additional vehicle(s), contractor will be allowed two (2) business days following the request.

1. Provide security vehicle(s) at all of the stations.
2. Security vehicle(s) shall be equipped/installed with a security kit with the following items:
 - i. Roof mounted high intensity LED strobe bar, blue light
 - ii. Security decals
 - iii. Horn
3. Security vehicles shall be maintained regularly and be in good working order and appearance.
4. Security vehicle repairs shall be completed within 24 hours to maximize patrol coverage and the availability for use.
5. All security vehicle expenses shall be calculated and included in the proposal as an optional item.

III. POST ORDERS

The **SUCCESSFUL** security Contractor shall provide “post orders” to guide the performance of its security personnel on Commuter Rail facilities. Contractor shall submit a complete, final copy of the post orders for the Commission’s review and approval by no more than six months from the issuance of the Notice to Proceed. These post orders shall be prepared in consultation with the Commission and shall be subject to regular update and inspection by the Commission. The Commission shall provide interested parties, upon request and adequate notice, access to the existing post orders. The existing post orders will be made available for review at the Commission offices, located at 4080 Lemon St., 3rd Floor, Riverside, CA 92501.

Please contact Commission representative at (951) 787-7141 to schedule a review of the documents.

Post orders shall be written and contain complete duty instructions for staffing each individual post, including provisions for handling critical incidents (emergency procedures). All contract security personnel shall have access to these post orders at all times while on duty. All contract security personnel are responsible for knowing the locations of these written post orders and shall be familiar with their contents. The Commission shall have a comprehensive set of all post orders in their possession.

Post orders define the basic work to be performed by contract security personnel at a specific site. Post orders shall include, but are not limited to:

1. Facility information (e.g. schedule of train operations, passenger information, bus schedules and service provider information)
2. Facility rules and regulations
3. Operation of equipment (e.g. ticket vending and validator machines)
4. Operation of security vehicles
5. Vehicular traffic control
6. Access control procedures
7. Emergency and critical incident response procedures
8. Security and communication control systems
9. Rail safety procedures
10. Response to injury and illness
11. Safeguarding property
12. Interaction with vendors

G. Additional Security Officer Duties

Customer engagement

1. Public relations – interfacing with customers, representing the Commission. Communicating with a broad diversity of persons, including the communication of information to patrons in a courteous and professional manner.

2. Provide Metrolink riders with information on using the rail system, reading the train timetable, using ticket vending machines, fare policies, making connections, and create a positive passenger experience.
3. Serve as the primary point of contact for train riders, inform customers at the train platforms during service disruptions, make public address announcements, and assist to prevent unnecessary delays to passengers.
4. Provide support to school groups to ensure safe travel, appropriate fare media, and assistance with vouchers.
5. Coordinate passenger use of alternate transportation during service disruptions or planned outages at Metrolink stations, and report transportation issues to the appropriate personnel.
6. Inform customers on rail safety issues.

Conditions

1. Comfortable approaching unknown individuals – safety
2. Maintain a safe environment for station patrons – discourage loitering on the property
3. Work in all weather conditions

Security Office Center (Riverside Downtown Operations Control Center)

1. Interacts with 13 officers at 9 locations
2. Covers almost 200 cameras; sometimes conducts video investigations for time sensitive incidents and local law enforcement
3. Receives calls on the landline and provides customer service
4. Assists during incidents with video backup and makes calls to necessary centers (e.g., railroad, PD, public utilities)
5. Reports trespasser and vandalism incidents to Metrolink security and respond to emergencies or customer service-related problems as directed.
6. Passenger safety/ public safety – monitors activity on platforms and tracks, as well as parking lots
7. Assists in alternate transportation during service disruptions and maintains contact with transit agencies – critical during service disruptions
8. Providing above excellent customer service when dealing with Clients, Customers, Co-Workers, and other agencies involved (e.g., RCTC, Metrolink DOC, local law enforcement, BNSF Dispatch, UP Dispatch, RTA, Amtrak, Omnitrans, OCTA, Megabus).

End of Statement of Services

Exhibit B

Compensation

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Exhibit C

FTA Funding Requirements

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Exhibit D

Disclosure of Lobbying

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