RIVERSIDE COUNTY TRANSPORTATION COMMISSION

MEETING AGENDA

TIME/DATE: **9:30 a.m. / Wednesday, November 12, 2025**

LOCATION: **BOARD ROOM**
County of Riverside Administrative Center
4080 Lemon Street, First Floor, Riverside 92501

:

COMMISSIONERS

Chair – Karen Spiegel
Vice Chair – Raymond Gregory
Second Vice Chair – Jeremy Smith

Jose Medina, County of Riverside, District 1
Karen Spiegel, County of Riverside, District 2
Chuck Washington, County of Riverside, District 3
V. Manuel Perez, County of Riverside, District 4
Yxstian Gutierrez, County of Riverside, District 5
Sheri Flynn / Cynthia Barrington, City of Banning
Lloyd White / Julio Martinez, City of Beaumont
Joseph DeConinck / Johnny Rodriguez, City of Blythe
Linda Molina / Eric Cundieff, City of Calimesa
Jeremy Smith / Kasey Castillo, City of Canyon Lake
Raymond Gregory / Mark Carnevale, City of Cathedral City
Denise Delgado / To Be Appointed, City of Coachella
Wes Speake / Jim Steiner, City of Corona
Scott Matas / Dirk Voss, City of Desert Hot Springs
Clint Lorimore / Todd Rigby, City of Eastvale
Linda Krupa / Joe Males, City of Hemet
Toper Taylor / Dana Reed, City of Indian Wells
Waymond Fermon / Oscar Ortiz, City of Indio
Brian Berkson / Armando Carmona, City of Jurupa Valley
Kathleen Fitzpatrick / Deborah McGarrey, City of La Quinta
Bob Magee / Natasha Johnson, City of Lake Elsinore
Bob Karwin / Dean Deines, City of Menifee
Ulises Cabrera / Edward Delgado, City of Moreno Valley
Cindy Warren / Lisa DeForest, City of Murrieta
Fia Sullivan / Kevin Bash, City of Norco
Jan Harnik / To Be Appointed, City of Palm Desert
David Ready / Grace Garner, City of Palm Springs
Michael M. Vargas / Elizabeth Vallejo, City of Perris
Steve Downs / Ted Weill, City of Rancho Mirage
Chuck Conder / Patricia Lock Dawson, City of Riverside
Valerie Vandever / Alonso Ledezma, City of San Jacinto
James Stewart / Brenden Kalfus, City of Temecula
Joseph Morabito / Dustin Nigg, City of Wildomar
Catalino Pining, Governor's Appointee Caltrans District 8

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

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

www.rctc.org

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

9:30 a.m.
Wednesday, November 12, 2025

Board Room
County of Riverside Administrative Center
4080 Lemon Street, First Floor, Riverside, CA 92501

This meeting is being conducted in person via teleconference. Please visit https://rivco.org/constituent-speaking-request to complete a speaker slip and receive further instructions to participate via teleconference. For members of the public wishing to submit written comments, please email comments to the Clerk of the Board at lmobley@rctc.org prior to November 11, 2025, and your comments will be made part of the official record of proceedings.

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

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

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

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

6. CONSENT CALENDAR – *All matters on the Consent Calendar will be approved in a single motion unless a Commissioner(s) requests separate action on specific item(s). Items pulled from the Consent Calendar will be placed for discussion at the end of the agenda.*

6A. APPROVAL OF MINUTES – SEPTEMBER 10, 2025

Page 1

6B. SINGLE SIGNATURE AUTHORITY REPORT

Page 23

Overview

This item is for the Commission to:

1) Receive and file the Single Signature Authority report for the first quarter ended September 30, 2025.

6C. QUARTERLY FINANCIAL STATEMENTS

Page 25

Overview

This item is for the Commission to:

1) Receive and file the Quarterly Financial Statements for the twelve months ended June 30, 2025.

6D. QUARTERLY SALES TAX ANALYSIS

Page 36

Overview

This item is for the Commission to:

1) Receive and file the sales tax analysis for Quarter 2, 2025 (Q2 2025).

6E. MONTHLY INVESTMENT REPORT

Page 45

Overview

This item is for the Commission to:

1) Receive and file the Monthly Investment Report for the month ended August 31, 2025.

6F. MONTHLY INVESTMENT REPORT

Page 48

Overview

This item is for the Commission to:

1) Receive and file the Monthly Investment Report for the month ended September 30, 2025.

6G. QUARTERLY PUBLIC ENGAGEMENT METRICS REPORT, JULY – SEPTEMBER 2025

Page 51

Overview

This item is for the Commission to:

1) Receive and file the Quarterly Public Engagement Metrics Report for July through September 2025.

6H. CITIZENS AND SPECIALIZED TRANSIT ADVISORY COMMITTEE TRANSIT NEEDS PUBLIC HEARING UPDATE

Page 59

Overview

This item is for the Commission to:

1) Receive and file an update on the Citizens and Specialized Transit Advisory Committee (CSTAC) Transit Needs Public Hearing.

6I. PUBLIC TRANSIT – HUMAN SERVICES TRANSPORTATION COORDINATED PLAN 2025 UPDATE

Page 92

Overview

This item is for the Commission to:

1) Receive and file the Public Transit-Human Services Transportation Coordinated Plan (Coordinated Plan) 2025 Update.

6J. AGREEMENTS FOR ON-CALL RIGHT OF WAY SUPPORT SERVICES

Page 225

Overview

This item is for the Commission to:

1) Award the following agreements to provide on-call right of way support services for a three-year term in an amount not to exceed an aggregate value of $3,300,000;
   a) Agreement No. 25-31-092-00 with Bender Rosenthal, Inc.;
   b) Agreement No. 25-31-145-00 with Epic Land Solutions, Inc.;
   c) Agreement No. 25-31-146-00 with Monument ROW;
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements, on behalf of the Commission; and
3) Authorize the Executive Director, or designee, to execute task orders awarded to the contractors under the terms of the agreements.

6K. FEDERAL TRANSIT ADMINISTRATION TRIENNIAL REVIEW FISCAL YEAR 2025 RESULTS

Page 446

Overview

This item is for the Commission to:

1) Receive and file a report on the Federal Transit Administration (FTA) Fiscal Year 2025 Triennial Review.

6L. FISCAL YEAR 2023/24 TRANSPORTATION DEVELOPMENT ACT AND MEASURE A AUDIT RESULTS HIGHLIGHTS

Page 472

Overview

This item is for the Commission to:

1) Receive and file the Transportation Development Act (TDA) and Measure A audit results report for Fiscal Year (FY) 2023/24.

6M. AUDIT PLAN FOR THE COMMISSION'S FISCAL YEAR 2024/25 AUDIT

Page 482

Overview

This item is for the Commission to:

1) Receive and file a presentation on the audit plan related to the upcoming audit of the Commission's Fiscal Year 2024/25 financial statements and ensure communication between auditor and those in charge with governance (Audit Ad Hoc Committee) of the Commission.

6N. PROPOSED 2026 COMMISSION/COMMITTEE MEETING SCHEDULE

Page 498

Overview

This item is for the Commission to:

1) Adopt its 2026 Commission/Committee Meeting Schedule.

7. WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS PRESENTATION

Overview

This item is for the Commission to:

1) Receive and file a presentation from Chris Gray of Western Riverside Council of Governments (WRCOG), titled 10 Myths about Travel, Commuting, and Jobs in Riverside County.

8. STATE AND FEDERAL LEGISLATIVE UPDATE

Page 501

Overview

This item is for the Commission to:

1) Receive and file a state and federal legislative update.

9. PERRIS-SOUTH STATION AND LAYOVER EXPANSION PROJECT AWARD CONSTRUCTION AGREEMENT WITH GRANITE CONSTRUCTION COMPANY, APPROVE SHORT RANGE TRANSIT PLAN AMENDMENT

Page 509

Overview

This item is for the Commission to:

1) Award Agreement No. 26-33-012-00 to Granite Construction Company (Granite), as the lowest responsive, responsible bidder, for the construction of the Perris-South Station and Layover Expansion Project (Project) in the amount of $24,435,746, plus a contingency amount of $2,932,290, for a total amount not to exceed $27,368,036;
2) Approve an amendment to the Fiscal Year 2025/26 Short Range Transit Plan (SRTP) to include $2,351,836 of additional State Transit Assistance (STA) funds for the Project;
3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and
4) Authorize the Executive Director or designee to approve contingency work as may be required for the Project.

10. AGREEMENT FOR NEXT GENERATION MOTORIST ASSISTANCE PROGRAM STUDY

Page 526

Overview

This item is for the Commission to:

1) Award Agreement No. 26-45-003-00 to ICF Resources, LLC for Next Generation Motorist Assistance Program Study services, for an eighteen-month term, in an amount not to exceed $249,889; and
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission.

11. 2026 STATE TRANSPORTATION IMPROVEMENT PROGRAM PROJECT RECOMMENDATIONS

Page 560

Overview

This item is for the Commission to:

1) Approve 2024 State Transportation Improvement Program (STIP) reprogramming and 2026 STIP programming of $25,054,131 Western Riverside County and Palo Verde Valley target share funding capacity on Interstate 10/Highland Springs (I-10/Highland Springs), Temescal Canyon Road Widening (Temescal), Pennsylvania Avenue Grade Separation (Pennsylvania), and Interstate 15 Express Lanes Project Southern Extension (I-15 ELPSE), and submit to the California Transportation Commission (CTC);
2) Include 2026 STIP programming of $6,057,419 Coachella Valley target share funding capacity on CV Sync regional signal synchronization program for Phase IV in Rancho Mirage per recommendation by the Coachella Valley Association of Governments (CVAG) and submit to the CTC;
3) Include programming Planning, Programming, and Monitoring (PPM) funds (5 percent of STIP target share programming capacity) in the amount of $1,637,450 in Fiscal Years 2026/27 through 2030/31;
4) Submit the Riverside County 2026 STIP to the CTC by the statutory deadline of December 15, 2025;
5) Forward the Riverside County 2026 STIP project recommendations to the Southern California Association of Governments (SCAG) to conduct regional performance measures analysis as required by the CTC STIP guidelines;
6) Approve Agreement No. 07-71-028-06, Amendment No. 6 to Agreement No. 07-71-028-00, with the city of Blythe (Blythe) to trade 2026 STIP programming of $115,113 Palo Verde Valley target share funding capacity and 2024 Local Partnership Program (LPP) Formula programming of $41,462 with Measure A Western Riverside County Highway funds to facilitate delivery of local arterial projects for a revised total amount not to exceed $5,017,515; and
7) Authorize the Executive Director, pursuant to legal counsel review, to finalize and execute the amendment, on behalf of the Commission, upon CTC adoption of the 2026 STIP in March 2026.

12. 2019-2029 WESTERN RIVERSIDE COUNTY HIGHWAY DELIVERY PLAN STATUS UPDATE

Page 571

Overview

This item is for the Commission to:

1) Receive and file an update on the 2019-2029 Western Riverside County Highway Delivery Plan (10-Year Delivery Plan).

13. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

14. EXECUTIVE DIRECTOR REPORT

15. COMMISSIONER COMMENTS

Overview

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

16. ADJOURNMENT

The next Commission meeting is scheduled to be held on **Wednesday, December 10, 2025.**

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

MEETING MINUTES

Wednesday, September 10, 2025

1. CALL TO ORDER

The Riverside County Transportation Commission was called to order by Chair Karen Spiegel at 9:30 a.m. in the Board Room at the County of Riverside Administrative Center, 4080 Lemon Street, First Floor, Riverside, California, 92501 and at the teleconference sites: Council Chamber Conference Room, City of Palm Desert, 73510 Fred Waring Drive, Palm Desert, California 92260, and the Large Conference Room, French Valley Airport, 37600 Sky Canyon Dr., Murrieta, California 92563.

2. ROLL CALL

Commissioners/Alternates Present		**Commissioners Absent**
Brian Berkson	Joseph Morabito	Denise Delgado
Ulises Cabrera	Catalino Pining	Waymond Fermon
Chuck Conder	David Ready***	Yxstian Gutierrez
Joseph DeConinck***	Jeremy Smith	Linda Krupa
Dean Deines**	Wes Speake	V. Manuel Perez
Kathleen Fitzpatrick***	Karen Spiegel	Michael M. Vargas
Sheri Flynn*	James Stewart**	Chuck Washington
Raymond Gregory	Fia Sullivan	
Jan Harnik****	Toper Taylor	
Clint Lorimore	Valerie Vandever	
Bob Magee	Cindy Warren	
Scott Matas***	Ted Weill***	
Jose Medina	Lloyd White	
Linda Molina		

*Joined after the meeting was called to order.
**Joined the meeting at French Valley.
***Joined the meeting at Palm Desert.

3. PLEDGE OF ALLEGIANCE

Commissioner Cindy Warren led the Commission in a flag salute.

4. PUBLIC COMMENTS

There were no requests to speak from the public.

5. ADDITIONS / REVISIONS

Lisa Mobley, Administrative Services Director/Clerk of the Board announced that there was a revision to Attachment 1 for Agenda Item 7J *"Agreement for Express Lanes Consulting Services"* that was distributed to all the Commissioners.

6. PUBLIC HEARING – ELIMINATION OF CLEAN AIR/ZERO EMISSION DISCOUNT FOR EXPRESS LANES

Jennifer Crosson, Toll Operations Director, presented the 91 Express Lanes and the 15 Express Lanes Toll Policy Resolutions, highlighting the following areas:

- Clean Air Vehicle (CAV) Discount
  - 91 Express Lanes
    - ✓ Zero-Emission vehicle with CA DMV decal
    - ✓ 91 Express Lanes account holders only
    - ✓ 100 percent except for Monday through Friday eastbound between 4:00 and 6:00 p.m. when the discount is 50 percent
    - ✓ 6 percent of all transactions
    - ✓ $7.7 million in discounts annually
  - 15 Express Lanes
    - ✓ CAV with CA DMV decal
    - ✓ Account with any California toll operator
    - ✓ 15 percent discount
    - ✓ 1 percent of all transactions
    - ✓ $800,000 in discounts annually
- Statute
  - 15 Express Lanes required by statute to give vehicles with a CA DMV clean air vehicle decal a discount
  - 91 Express Lanes <u>not</u> required by statue to give a clean air vehicle discount
  - CA DMV clean air vehicle decal program ends October 1, 2025, unless extended by federal authorization
- Steps to discontinuing CAV discount
  - Amend the existing policies to discontinue the discount
  - Stop enrolling new CAV or ZEV as of October 1, 2025
  - Provide required notice of change in account agreement
  - Provide customer communication regarding the end of the CAV discount program
  - Make required toll system changes
  - Stop giving the discount January 1, 2026

At this time, Commissioner Sheri Flynn joined the meeting.

Jennifer Crosson continued to present the following:

- Summary
  - No statutory requirement
  - No CA DMV Decal program to qualify vehicles
  - All Express Lanes operators are discontinuing the discount
  - Congestion management pricing may be more effective

Chair Spiegel asked if there were any comments in the Board Room. There were no comments. Chair Spiegel asked if there were any comments at the satellite locations.

Lisa Mobley asked if Chair Spiegel could open the public hearing.

Chair Spiegel stated that she was asking for comments from the Commissioners before they moved on. There were no comments at the satellite locations.

At this time, Chair Spiegel opened the public hearing. She asked if there was anybody wishing to address the Commission. There were no requests to speak.

At this time, Chair Spiegel closed the public hearing. Chair Spiegel clarified that Jennifer Crosson stated in her presentation that she was going to go out and have a public hearing.

Aaron Hake stated the public hearing is today to receive public input. Jennifer Crosson mentioned that they are going to notify and give their customers 30 days' notice before the discounts are taken away. He stated that even though the Commission may adopt the resolutions today after the public hearing they will not suspend the discounts until they have given adequate notice to customers that the Commission is doing that.

Chair Spiegel clarified the ones with electric vehicles that are going through now, staff are telling them they are not going to be able to have that discount after October 1.

Jennifer Crosson replied not exactly. They are going to provide direct communication to all their account holders on the 15 and 91 Express Lanes as they are required to give 30 days' notice of any changes to their account agreement, of which the discount is part. The account holder will get direct communication from RCTC that the discount is being discontinued. Those that have a special account will be given direction about what to do.

Chair Spiegel clarified if someone was coming in between now and October 1 staff are going to tell them that they could receive the discount through October 1.

Jennifer Crosson clarified if they call into their walk-in center or come in yes, if they are trying to open an account staff will tell them.

Commissioner Brian Berkson stated they had a lively discussion at the Toll Policy and Operations Committee (TPOC) meeting about this exact subject. He thinks it is premature not knowing what is going to happen at the federal level since everything happens with

this program at the last second. They will keep watching this to see if it gets extended. The DMV is still issuing carpool lane stickers until September 30 and clarified that Jennifer Crosson said at the TPOC meeting the effective date would be January 1, 2026.

Jennifer Crosson replied they will be requesting to stop enrolling people on October 1 to not repeat what the DMV is doing. Then they will continue to give them the discount to any vehicles that come through with the flag until January 1, 2026. As of October 1, 2025, all other agencies in the state will no longer provide RCTC with their flag so if they have an account other than RCTC's 91 Express Lanes or 15 Express Lanes they will not get the discount.

In response to Commissioner Berkson's question it is just for RCTC's customers, Jennifer Crosson concurred.

Aaron Hake stated at the TPOC meeting they did have a lively discussion. Pursuant to the TPOC's discussion they included language in the resolution on Page 15 of the agenda packet if the federal law changes, then the resolution would have no force in effect. There was a *Press Enterprise* article published yesterday and handed out to the Commissioners today. It is a question and answer where the DMV and the California Highway Patrol are stating they fully expect the program to expire. There is some analysis saying there is no expectation that congress likely will not take action on this before September 30, given they are trying to figure out how to fund the government beyond September 30.

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

1) **Conduct a public hearing to receive input on the proposed Amended RCTC 91 Express Lanes Toll Policy and Amended 15 Express Lanes Toll Policy Goals and Toll Policies;**
2) **Adopt Resolution No. 25-007, "*Resolution of the Riverside County Transportation Commission Adopting the Amended RCTC 91 Express Lane Toll Policy and Toll Schedule*", to eliminate the Zero Emission Vehicle (ZEV) discount; and**
3) **Adopt Resolution No. 25-006, "*Resolution of the Riverside County Transportation Commission Adopting the Amended Interstate 15 Express Lanes Toll Policy Goals and Toll Policies*" to eliminate the Clean Air Vehicle (CAV)/ZEV discount.**

7. CONSENT CALENDAR

M/S/C (Warren/Smith) to approve the following Consent Calendar items.

7A. APPROVAL OF MINUTES – AUGUST 13, 2025

7B. QUARTERLY SALES TAX ANALYSIS

1) Receive and file the sales tax analysis for Quarter 1, 2025 (Q1 2025).

7C. MONTHLY INVESTMENT REPORT

1) Receive and file the Monthly Investment Report for the month ended July 31, 2025.

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

1) Receive and file the Quarterly Report of Contract Change Orders for Construction Contracts for the three months ended June 30, 2025.

7E. QUARTERLY PUBLIC ENGAGEMENT METRICS REPORT, APRIL – JUNE 2025

1) Receive and file the Quarterly Public Engagement Metrics Report for April through June 2025.

7F. STATE AND FEDERAL LEGISLATIVE UPDATE

1) Receive and file a state and federal legislative update.

7G. TRAFFIC RELIEF PLAN PUBLIC INFORMATION AND AWARENESS PROGRAM

1) Award Agreement No. 25-11-110-00 to Southwest Strategies for Professional Services for Public Information and Awareness services for a 12-month term, in an amount not to exceed $750,000; and
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

7H. EXPRESS LANES SPARE INTELLIGENT TRANSPORTATION SYSTEMS POLES

1) Award a purchase order to American Right-of-Way, for the Express Lanes Intelligent Transportation Systems (ITS) Spare Poles Project (Project) in the amount of $75,918 plus a contingency amount of $7,600, for a total amount not to exceed $83,518;
2) Authorize the Executive Director or designee to approve contingency work as may be required for the Project; and
3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the purchase order on behalf of the Commission.

7I. KAPSCH TRAFFICCOM CHANGE ORDER 41 FOR BACK OFFICE SYSTEM UPDATES

1) Authorize Change Order No. 041 to the Kapsch TrafficCom Agreement No. 16-31-043-00 for back-office system enhancements in the amount of $579,510; and
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

7J. AGREEMENT FOR EXPRESS LANES CONSULTING SERVICES

1) Award Agreement No. 25-31-101-00 to HNTB Corporation (HNTB) for express lanes consulting services for a five-year term, and two, two-year options to extend the agreement, in an amount not to exceed $13,500,000; and
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement, including option years, on behalf of the Commission.

7K. AGREEMENT FOR THE NEXT GENERATION TOLL FEASIBILITY STUDY 2.0

1) Award Agreement No. 25-31-074-00 to HDR Engineering, Inc. (HDR) for completion of the Next Generation Toll Feasibility Study 2.0 in the amount of $1,705,720, plus a contingency amount of $170,570, for a total amount not to exceed $1,876,290; this award supersedes the Commission's award at the August 13, 2025 meeting of Agreement 25-31-074-00 to HDR for completion of the Next Generation Toll Feasibility Study 2.0 in the amount of $1,499,245, plus a contingency amount of $149,925, for a total amount not to exceed $1,649,170;
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and
3) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services.

7L. AGREEMENT AMENDMENTS FOR CONTINUED PREPARATION OF THE PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT FOR THE INTERSTATE-10/HIGHLAND SPRINGS AVENUE INTERCHANGE IMPROVEMENTS

1) Approve Funding Agreement No. 20-72-018-03, Amendment No. 3 to Agreement No. 20-72-018-00, with the Western Riverside Council of Governments (WRCOG) for additional Transportation Uniform Mitigation Fee (TUMF) Zone funding for the Interstate 10/Highland Springs Avenue Improvements (Project) in the amount of $2,000,000, resulting in a total not to exceed amount of $5,500,000 by WRCOG;

2) Approve Tri-Party Agreement No. 20-31-008-02, Amendment No. 2 to Agreement No. 20-31-008-00, with the cities of Banning and Beaumont for RCTC's continued management of the project approval and environmental document (PA/ED) phase;
3) Approve Agreement No. 22-72-011-03, Amendment No. 3 to Agreement No. 22-72-011-00, with Mark Thomas & Company, Inc. (Mark Thomas) to extend contract term limits to December 31, 2027, and to complete the PA/ED services associated with the project in the amount of $953,610, plus a contingency amount of $190,730 for a total increase of $1,144,340, resulting in a total not to exceed amount of $3,563,940;
4) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the amendment, on behalf of the Commission;
5) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
6) Authorize the Executive Director, or designee, pursuant to legal counsel review, to execute amendments to the agreements on behalf of the Commission.

7M. FISCAL YEAR 2025/26 STATE OF GOOD REPAIR PROGRAM ALLOCATIONS

1) Adopt Resolution No. 25-008, "*Resolution of the Riverside County Transportation Commission Approving the FY 2025/26 Project List for the California State of Good Repair Program;*"
2) Approve an allocation of $5,061,324 related to Fiscal Year (FY) 2025/26 State of Good Repair (SGR) program funds to eligible Riverside County transit operators;
3) Approve an increase of $53,700 in the FY 2025/26 budget for SGR revenues to reflect updated SCO estimates;
4) Authorize the Executive Director, or designee, to review, approve and submit projects to Caltrans which are consistent with SGR program guidelines and to execute and submit required documents for the SGR program, including the Authorized Agent Form; and
5) Authorize the Executive Director, or designee, to approve administrative amendments to the FY 2025/26 Short Range Transit Plans (SRTPs) for incorporation of the SGR funds, as necessary.

8. 241/91 EXPRESS CONNECTOR MASTER AND OPERATING AGREEMENTS

David Thomas, Toll Project Delivery Director, stated the Transportation Corridor Agencies (TCA) is the sponsor lead for this project and Ryan Chamberlain TCA's Chief Executive Officer is here today. He then presented the 241/91 Express Connector master and operating agreements, highlighting the following areas:

- 241/91 EC Project (including a photo of the proposed project)

- Single lane median to median connector between State Route 241 and the 91 Express Lanes
- Separate tolled facility in addition to Windy Ridge toll and RCTC 91 Express Lanes toll
- 2019 multi-agency Term Sheet between Orange County Transportation Authority (OCTA), RCTC, TCA, and Caltrans
- 2025 estimated total cost at $524 million funded by TCA

- 241/91 EC Project – Benefits
  - Improve regional mobility
  - Provide choices to customers
  - Reduce northbound SR-241 queue
  - Reduce weaving in SR-91 general purpose lanes
  - Travel time savings for all users on SR-91 and SR-241
  - Air quality benefits through carbon emissions reductions
  - Improving average vehicle occupancy
- 15/91 Express Lane Connector (ELC) and EB 2.0 (including a photo of the 15/91 ELC and the EB 2.0 and the EB 91 lane configuration)
  - EB 91 EL added between Interstate 15 and Promenade (EB 2.0) – Opened November 21, 2023
  - Improved capacity in EB 91 Express Lanes
  - TCA to reimburse RCTC for capital costs
- 91 Eastbound Corridor Operations Project (ECOP) (including the EB 91 lane configuration)
  - Env Reval: Q1 2026
  - Tentative schedule:
    - ✓ PDB Phase 1 (Prelim. Eng./GMP) 2026-2027
    - ✓ PDB Phase 2 (Design/Build) 2028-2030
- 241/91 EC master agreements and operating agreements
  - Four party master agreement – Development and operations with TCA, OCTA, RCTC, and Caltrans
  - Three-party operating agreement – more detailed operations with TCA, OCTA, and RCTC
- 241/91 EC master and operating agreement – key terms
  - TCA will:
    - ✓ Pay closure fees to OCTA and RCTC for closures of the 91 Express Lanes related to the EC construction and operation
    - ✓ Commit to performance metrics, progressive demand management strategies, and key east end considerations with final approval by OCTA and RCTC
    - ✓ Use and reimburse (from EC toll revenues) the 91 Express Lanes Traffic Operations Center jointly operated by OCTA and RCTC for monitoring and incident management of the EC
    - ✓ Reimburse RCTC for consultant costs related to project development and delivery of the EB McKinley 2.0 project

- ✓ Reimburse RCTC for any additional costs for the 91 Express Lanes related to operations (governance)
- ✓ Fund a fair share contribution to projects that alleviate the cut-through traffic for the Green River Road interchange in the city of Corona
- ✓ Establish customer messaging development processes

- 241/91 master and operating agreement – key terms
  - Progressive Demand Management
    1) Dynamic pricing
    2) Toll connector meter
    3) HOV (2+ or 3+) Only mode
    4) Bus/Vanpool Only mode
    - ❖ **Governance Team**
  - Key traffic operations metrics in the county line critical zone
    - ✓ 60 mph in the 91 Express Lanes in the critical zone
    - ✓ 1,500 vehicles per hour maximum on the EC
    - ✓ Queue length limited to 100 vehicles from the Toll Connector Meter
    - ✓ No more than 200 vehicles per hour egressing in the EB 91 Express Lanes at the county line
  - Major consideration for the 91 Express Lanes east end
    - ✓ Super peak defined as:
      - Eastbound McKinley toll rates 25 percent over baseline
      - Maximum density of 23 vehicles per hour per lane
      - Average speed of less than 65 miles per hour or queue length of more than 0.5 mile
    - ✓ 370 vehicles per hour on the Express Connector at super-peak
    - ✓ Governance process that allows for piloting/testing of criteria modifications for enhanced corridor operations and requirement for mutual consent for permanent modifications to criteria
  - RCTC Betterments:

Description	Purpose	Cost
Separate fiber optic line	Toll system enhancement	$ 521,270
Full depth shoulder section	Compatibility with 91 ECOP	$ 223,000
Full depth traveled way	Compatibility with 91 ECOP	$ 750,000
Overhead sign extension	Compatibility with 91 ECOP	$ 150,000
Total Betterment Cost =		**$1,644,270**

- Staff Recommendation – Staff believes that the 241/91 EC is an important element to achieving system-wide mobility and that these agreements provide the assurances required to ensure the 91 Express Lanes continue optimized operations and mobility for the traveling public through Riverside County

Commissioner Wes Speake thanked former RCTC Executive Director Anne Mayer, the previous directors at TCA, and Darrell Johnson, OCTA's Chief Executive Officer, for the

work that went into this and at the state level where they got this in order to do it correctly. He thanked the TCA Board for paying a few million dollars on a project that is nowhere near their jurisdiction or near their project. By allowing this and letting more cars to be put in here has increased the throughput and people have noticed. He is thankful for the recognition of not only RCTC but TCA for all these changes that could potentially impact the city of Corona and the offer to pay a fair share. He appreciated the additional studies done to measure what those impacts would be and the extra effort to put a Governance Committee into effect so they can all look at those pieces. He stated they all have acknowledged the fact as they noticed at Cajalco Road if they create a bottleneck and too much capacity it increases the rate and people are not happy.

Commissioner Cindy Warren thanked David Thomas for the excellent report. They are all motorists and when getting on a toll road the tolls start to add up at every section they go. It is the Commission's responsibility to let motorists know what they are in for related to those tolls and their signage should let them know so they get a dollar amount at the end. She stated $25.00 for some people is a lot of money which will prevent them from getting on the toll. There needs to be signage far enough in advance so their motorists can make an informed decision on whether to take the toll road or be in traffic.

David Thomas clarified every section would have a price before the driver makes that decision. He understands that Commissioner Warren is asking to see the bigger picture. The challenge with that when they first started looking at this project was going to be if the driver got on this express connector the driver had to continue in the 91 Express Lanes, and they were looking at a combined price for that full trip. They had some real technical challenges as they have different toll policies between the two facilities, the dynamic pricing of the two and trying to synch those up, there is a delay in the latency when information would come from the express lanes back to the price sign. This led them to separate and ensure they had an egress at county line so that connector can be managed independently. That became a key point to move forward and it allows dynamic pricing for the connector that can be effective to manage the demand of that movement.

Commissioner Warren appreciated the information. It is very important that people have a choice and being able to get out is the choice they get to make if they know in advance what they must pay.

Aaron Hake acknowledged he heard Commissioner Warren. This topic was extensively discussed at the executive level to ensure the public understands this is not just one toll. If the motorist is already on SR-241 northbound they have paid the toll for the 241. If the motorist chooses to take the new connector there will be a sign for that toll which will change based on time of day and congestion. If the motorist chooses to get on the 91 Express Lanes there will be a toll sign and there will be a choice to make. Once the motorist gets towards I-15 there will be a choice to go to McKinley or go southbound or northbound on I-15. If the motorist goes on I-15 there will be a choice to get out at Magnolia or keep going to Cajalco going northbound, so the iterations of choices get to

be quite large. They could not build a sign to adequately capture all those choices so after extensive discussions they agreed to what David Thomas mentioned there would be a price at every decision point. They are going to invest, and RCTC has asked TCA to invest heavily in public education and outreach ahead of this project opening so that people understand how this will work. This will be ongoing until they figure out how the public responds and are actively working on this issue.

Commissioner Berkson stated they had a great discussion at the TPOC meeting about this item also. He clarified that David Thomas is saying in a few years it is going to be $20.00 because the whole point of doing all the other things like dynamic pricing dropped it from $20.00 down to $9.00. This should not be anywhere near there and he wants to get a better understanding of that. TCA is going to build part of the general-purpose lane for the ECOP project up to Cole and asked if the agreement specifies when that has to be delivered. If RCTC is going to build the other section, he asked how that is tying in so they can be constructed simultaneously.

David Thomas replied they do not specify a timeframe, but the schedules are that the ECOP project is at least a year lagging from the TCA project. The TCA project would be constructed, the pavement would be in place, and then the ECOP project will come in.

In response to Commissioner Berkson's question they contemplated it within this agreement to make it that way, David Thomas replied yes.

Commissioner Berkson stated the TPOC talked about it heavily and it was mentioned in the staff report that people may decide to use the SR-241 connector and then get off at county line. To eliminate that they talked about possibly adding a sign on the TCA side that would say if the driver were going to just county line it is going to be $20.00 but if the driver is going all the way to I-15 the cost will be way less to eliminate people from getting off at that county line. He asked if that is something they are looking at.

David Thomas replied that it is kind of related to Commissioner Warren's question there is a technical challenge trying to put two toll rates together and put that on a sign ahead of that decision point. The team did put together based on Commissioner Berkson's question a TPOC white paper on the topic. This was discussed extensively previously when they were looking at not having an egress at county line. Basically, they could not do that or needed that egress since the combination of pricing was very challenging.

Commissioner Clint Lorimore thanked David Thomas for the presentation. He expressed appreciation for this agreement it has been a long time in the works even with this added infrastructure with the restrictions that the state has put on them. He thanked the team and all the efforts that went into this. He then made the motion to staff recommendation.

Commissioner Toper Taylor stated in reading the agenda it occurred to him that their entire purpose here is building roads and moving people. He expressed concern for their

lungs, health, and environment because they are rolling back protections for clean energy in this world where they are going to have a 42 percent increase in population in the next 20 years. He hopes someone is looking to encourage at least Riverside County to create discounts as the number one tax revenue stream comes from car sales. Sacramento looks at driving as a privilege, yet they all know living in this state that driving is fundamental. These questions about dynamic pricing are interesting and asked how these prices are reached. In taking the other extreme why not charge $100 for the peak one-hour timeframe and at what point does impact occur. Do people start taking other roads, or change their travel time, these are interesting data questions. They are always looking at these documents being asked to approve them, assuming that kind of work and thought has been done, but do not necessarily hear the thinking behind those points.

David Thomas stated the results they presented today, the $20.00 for example, is based on modeling, this is what they expect to happen through their models. This also answers Commissioner Berkson's comment earlier the reason why it seems so high is there will be an increase in demand for the 91 Express Lanes when they build the 91 ECOP. The 91 ECOP adds a lane at county line it opens up that metering that currently happens today because there is a bottleneck at county line. It does not completely open it up, but it opens it up enough so there is more demand and more traffic getting through to the east end of SR-91. That is going to put more demand into RCTC's express lanes for traffic wanting to bypass the queue that is basically shifting from the county line to I-15. That is all part of the modeling, and they established that their toll rate will need to go back up to about $20.00 to discourage enough vehicles from entering the express lanes to keep it free flowing. That is the reason for those metrics the 65 mph they want at the east end, not having a queue more than half a mile. These metrics are important to keep the express lanes viable, so it has to be free flowing. The toll rate is one mechanism that they have and then they have the Progressive Demand Management items to further help with that issue. Even without the express connector based on their modeling the ECOP project will drive that price up to $20.00 just to handle the demand of RCTC's project at county line.

In response to Commissioner Taylor's question, they are setting $20.00 to deter traffic, David Thomas concurred.

Commissioner Taylor stated if the deterrence does not happen it could be $30.00.

David Thomas replied in the agreement, if it gets to $25.00 that is when they would expect the Progressive Demand Management features to kick in.

Commissioner Taylor replied they are forcefully stopping traffic.

David Thomas reiterated forcefully stopping traffic is the faucet that they are turning down to reduce that. That 370 threshold is a key number they must manage to even

though a single lane connector can have 1,500 vehicles per hour, they are forcing that down to 370 vehicles.

Commissioner Speake replied to Commissioner Taylor that a good place to read what he just said is the 2013 or 2014 toll policy for the original 91 where there is a study talking about once the toll rate gets to about $3.00 or $5.00 a mile that people do not care. Below that they can meter people in and out of the lanes based on that number, but it could go to $100, people do not care as those people can afford it or someone else is paying for it.

David Thomas stated the statistic he recalls is a 50 percent increase in pricing has a 10 percent reduction in traffic, so it is not a one-to-one ratio. It becomes less effective to the point that it becomes elastic.

Aaron Hake clarified all of this is modeling even what Commissioner Speake just said it is a study it is a prediction of behavior based on experience, but in this case, they have never experienced this type of arrangement. There has been more modeling on this project than anything he has ever seen. They built a governance structure in these agreements where if things are happening that they do not expect, there is a process that all the partner agencies can go through together to figure out which level they pull based on what the motorist is doing. The agreement is driven towards reaching a consensus among all the parties on that. If they cannot there is an escalation process to resolve those disputes so a decision and an adjustment can be made. They may find when this project opens it does not behave the way they think it does, or people do not behave the way they think it will, they have done their best to scientifically predict what people will do. They have built in a back stop to make adjustments, and staff will come back to the Commission with some before and after results.

Commissioner Molina stated there are a multitude of apps that make it easier to manage their time. She asked if there was information in the app about the cost of what they are experiencing at that time. She asked if that is something they can look at in the future.

Jennifer Crosson replied that their toll system provider which is a nationwide leading provider when they talk about apps they say do not use an app. A lot of people use apps to travel like Waze or their Apple Map, and their technical staff have been trying to contact someone at Waze. Sometimes that toll data does pull up and staff does not know what their source is, so they have been trying to get to the bottom of that. They have a bright ideas board, this is one of those ideas, so they appreciate the fact that the Commissioners think that is a good idea as well. That may help give an idea, it may not be exact as David Thomas described the trouble with posting on a sign and RCTC committing to something they are not sure of is a challenge.

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

1) **Approve Agreement No. 26-31-006-00 (Master Agreement) with the Foothill/Eastern Transportation Corridor Agency (F/ETCA), California Department of Transportation (Caltrans), and Orange County Transportation Authority (OCTA) for the development and operation of the 241/91 Express Connector in substantially the form attached to this staff report;**
2) **Approve Agreement No. 26-31-007-00 (Operating Agreement) with the F/ETCA and OCTA for the operation of the 241/91 Express Connector in substantially the form attached to this staff report;**
3) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements on behalf of the Commission;**
4) **Approve an appropriation adjustment authorizing the allocation of approximately $1,644,270 for construction of betterments; and**
5) **Approve the use of 91 Express Lanes surplus toll revenue funding the proposed betterments totaling $1,644,270.**

9. 2026 STATE TRANSPORTATION IMPROVEMENT PROGRAM FUNDING DISTRIBUTION AND ADOPTED FUND ESTIMATE

Jenny Chan, Planning and Programming Manager, presented the 2026 State Transportation Improvement Program (STIP) intracounty formula distribution, highlighting the following areas:

- Program information and trends
  - State and federal funding
    - ✓ 25 percent to Caltrans
    - ✓ 75 percent to counties
  - Cost > Revenues with a California Construction Cost Index (CCCI) graphic for January Values, 2018 – 2025
- 2026 STIP
  - Fiscal Years 2026/27 through 2030/31
  - Riverside County Share = $32.7 million
  - Funding available FYs 2029/30 and 2030/31
- Past STIP cycles: Measure A Taxable Sales
  - By geographic area the STIP share ratios for the last five STIP cycles as well as this STIP cycle
- Intracounty Formula Distribution
- Next steps

Aaron Hake stated this item is simple the Commission is agreeing to what the geographic distribution of these STIP funds are that they get every two years. It is about $6 million

to the Coachella Valley, about $25 million to Western County, and a trade with the Palo Verde Valley so they get their fair share as well. Next is deciding what they are going to program that $25 million on at the Commission level. Coachella Valley Association of Governments (CVAG) is in the process of taking action to nominate their project for what they are going to do with that $6 million. He noted that he emphasized this at the Budget and Implementation Committee meeting that $25 million does not build half an interchange or even build a quarter of an interchange. They are in a situation where they have a lot of projects in their jurisdictions that are in motion but the amount of dollars at the Commissions' discretion from state sources is down to $25 million over a two-year period in Western County. As they are having discussions with their city councils, city managers, and Riverside County Transportation and Land Management Agency (TLMA), it is about prioritization. Until there is more money which is not coming from the state or the federal government, the only likely place it will come from is at the local level. That is why they have had so many discussions about the Traffic Relief Plan and a ballot measure. Programming these funds on a project with state funds does require accountability, RCTC has to report to the California Transportation Commission (CTC) on their progress. If they program it within a certain fiscal year, they are expected to spend it but if the rest of the funding does not materialize for that project, they have to request special dispensation to move that money to another fiscal year or find another project. Staff wanted to bring this forward to the Commission for discussion, so that the Commissioners are aware of the context they are operating in.

Commissioner Warren asked if there is a period of time for a call for projects or if that already happened.

Aaron Hake replied that with this process there is no call for projects. There will be an item that comes to the Budget and Implementation Committee at the end of September where staff will recommend what the Commission do with these funds.

M/S/C (Berkson/Gregory) to:

1) Approve the 2026 State Transportation Improvement Program (STIP) funding distribution among the three geographic areas in Riverside County per the adopted STIP intracounty Memorandum of Understanding (MOU).

At this time, Commissioner Jose Medina left the meeting.

10. SATELLITE MEETING LOCATIONS

Chair Spiegel stated the Commission discussed this a year ago and had done this on a trial basis, it has now been a year, and this is open for discussion.

Commissioner Joseph Morabito stated one suggestion was that it would allow for public participation at these remote locations and asked how many people have done that.

Lisa Mobley replied over the course of the pilot year the Commission had three public comments from satellite locations and four public comments in the Board Room.

Commissioner Morabito stated he is in favor of the meetings being held in the Board Room. He noted that their former Chair Lloyd White had mentioned how he had built relationships with the various members of the Commission since they were in person.

Commissioner Speake stated one of the five comments they got by satellite was a person saying he wanted to address all the Commissioners, and it would be better in person. There is a benefit to people coming here they did this on a trial basis seeing how it worked. Public participation is tough to measure since it is based on what is going on. He is in favor instead of bringing every single meeting back here that they have two meetings in the Coachella Valley. He would like to see his colleagues in the eastern county in the building as well.

Vice Chair Gregory stated he sees the value of everyone being here for the Commission meeting. He stated for the committee meetings that they still allow satellite locations because for those that are less formal there is some value in maintaining the satellite locations. It is often difficult for people serving on committees and those who are in these remote locations to make both the committee meeting and the Commission meeting.

Commissioner Berkson stated he kept quiet a year ago as he wanted to see what was going to happen. Throughout this last year, they had technical issues with connections and had started a meeting late because of the issue with technology. Today he timed the roll call votes and stated Lisa Mobley did very well, the first roll call took about a minute and 60 seconds, but the rest of the roll call votes were about a minute. They had spent over five minutes doing roll call votes where they could do it electronically. If they are going to serve the community and people are going to come to the main facility to make a public comment or just watch, it is very difficult to understand if people from a remote location are paying attention. He wants to see all the Commissioners in person for Commission meetings and is okay with the committee meetings having an option. He may not have far to travel for this meeting, but he travels to other meetings including the Metrolink Board meetings. The Commission had 50/50 public speaker comments and asked if it is possible for a public speaker to make a comment from one of the two remote locations but not the Commissioners being there.

Chair Spiegel stated at the Riverside County Board of Supervisors meetings they have them calling in, but they have a hard time hearing.

Commissioner Berkson stated they only had three public comments for the whole year.

Chair Spiegel replied they still have to open the room that is a lot of work for hit and miss.

Commissioner Warren concurred being here allows the Commissioners to read people and understand their questions a little better. She understands their time is constrained by all the commitments elected officials have and being appointed to this Commission, which is an honor to sit on. There might be a compromise that the month at the end of every quarter would be an in-person meeting so all the Commissioners would be here four times a year.

Commissioner Chuck Conder stated to Commissioner Toper Taylor, he appreciated him being here. During Covid times he was the last one on the Dais that was thrown out of the council chambers. He felt it was his job to be there for the people, as many of the Commissioners said, to be able to look at them in the eye and talk to them. Talking to the people that come here to speak to the Commissioners is paramount. He believes they should have two meetings per year in the Coachella Valley it gives the Commissioners a chance to come out there and see the challenges they have. The Commission meetings need to be in person, and committee meetings can continue to be at remote locations.

Commissioner Bob Magee concurred that committee meetings should continue to be remote and for the Commission meetings they need to respect the Commissioners in Coachella Valley and have two formal meetings in Coachella Valley along with their workshop. This gives them three months out of the year they will be in Coachella Valley, and the Commission goes dark either July or August for one meeting which would leave the Commission with eight meetings in the Board Room. Eight days out of their year is not overly burdensome, but he is only traveling 40 miles not what some of the Coachella Valley Commissioners are having to travel. That compromise might help encourage the Commissioners from Coachella Valley to come back so they can all be together again.

Commissioner Kathleen Fitzpatrick stated this has worked well and it is beneficial that they lead by example to try to maintain as little traffic congestion as possible. She likes the idea of hybrid if they go back to being required to be there for every single meeting and having up to four meetings in the Coachella Valley would make it easier. It is a burden to be in a car for three hours for sometimes only 45 minutes for a meeting.

Commissioner David Ready asked if they could just do the roll call for the Commissioners that are opposed.

Chair Spiegel stated they need to have the vote per person because they are not physically in the room, and they have to ensure their vote is the proper vote at that time. She asked Steve DeBaun, Legal Counsel, to respond.

Steve DeBaun concurred with Chair Spiegel's comment as each person needs to state their vote. Sort of assuming they are going to vote either yes or no unless they speak, he

does not think that is what the Brown Act really intended. In fact, somebody might not vote on a particular issue.

Chair Spiegel stated that is if they just say all of those in favor.

Steve DeBaun replied that they need to have each person qualify or state their vote.

Chair Spiegel stated for those in remote they suddenly cannot see them and that is a problem when they are having a conversation, and she does appreciate their comments. She asked how they could get the screen back where they can see those that are remote.

County IT noted that the remote screen is only shown when they are talking or voting.

At this time, Commissioner Jan Harnik joined the meeting.

Commissioner Ready stated clearly it is convenient for those Commissioners not to have to come to every meeting and not have to drive for three hours, but allowing the committee meetings to continue remotely would be extremely important.

Commissioner Ted Weill stated it takes away their ability to attend other meetings in the Coachella Valley because of the period of time they are commuting going to Riverside and back. It is one thing to make a commitment and be there it is another to be limited as to their ability to attend other business in their area. The satellite is most important, and the convenience would be most appreciated.

At this time, Commissioner Ulises Cabrera left the meeting.

Commissioner James Stewart stated he believes in having in-person meetings for the Commission meetings. He is at the French Valley satellite location because he has another meeting at noon and would not make it in time if he drove into Riverside. He likes that relationship building with all his comrades, but a lot of the Commissioners are business owners. They have other business to attend to along with city business they are doing along with this Commission, so these satellite locations provide the Commissioners with a wide range of opportunities. He is in favor of remote locations and concurred with the Coachella Valley Commissioners that three-hour commute, for him it is a two-hour commute, this is a very convenient way to be able to participate. Although, he does understand, and he always tries to attend the Commission meetings in person.

Joey DeConinck stated he is used to driving but this has worked out pretty good by having these meetings at this location. He would like to see more public show up that he thought would not so much from Blythe, but it gives them the opportunity to comment. In getting back to technical difficulties when they first started getting the computer system in the Board Room, he does not know how many times he had been at the meeting, and they still had to do the roll call votes because the system was not working. Nowadays in this world they have got to save on gas and look at everything they can to help the

environment. As was mentioned he is also involved in a lot of different meetings with this meeting it takes up most of his day when he is involved but that is not a problem, he took it on.

Commissioner Jan Harnik stated when Commissioner DeConinck speaks they must listen because no one comes further than he does. She was late today because they had a ribbon cutting for a housing project and that became a priority. They all know that these jobs are not about convenience, it is not easy to get where they need to go to have a voice to represent their communities sometimes it is difficult. She will also go along with whatever the decision is but wanted to reiterate what Commissioner Ready said their policy committees should be kept remote it makes sense. They know well in advance when this meeting will be held so they can block that time. They chose to do it so that they can represent their community well and how important RCTC is to their community when they look at things regionally. She stated when they are together at the Dais, they have more productive conversation, they engage better, but again she will go with whatever the decision is. She believes all the committees should be held remotely. They do have the opportunity regarding SB 2449 under extraordinary circumstances, and they do present themselves sometimes to take the meeting remotely when they need be.

Chair Spiegel stated she sits on many boards and as Commissioner Berkson mentioned Metrolink, she drives into Los Angeles a couple times a month. Many Commissioners here sit on the Southern California Association of Governments (SCAG) and that is also twice a month. Commissioner Harnik was President of SCAG she knows about driving. There is something to be said as both those organizations had the same thing policy committees or regular board meetings are in person and committees are not. Metrolink is that way they come from five counties, SCAG is from six counties Imperial which is further than some of Coachella Valley because of the importance. They have a $1 billion budget they are responsible for a lot of constituents' lives by transportation opportunities. There is power in face-to-face conversations, she likes the idea of having two meetings in the Coachella Valley. The workshop is not always in the Coachella Valley it depends on who is chair. They have an Executive Committee, so if they are taking that leadership role and they are on that committee it has to be in person. That leaves eight Commission meetings in the Board Room and as Commissioner Harnik said the Commissioners know ahead of time. She knows they have all had ribbon cuttings and various other meetings and hopefully they can work with those putting them on to say this is their regularly scheduled RCTC meeting. The Commission has moved to July to go dark and most of the other meetings are dark in July for the boards they all sit on. She will go with what the Commissioners decide but for 40 years they have been in person until this year. Covid gave them a taste of meeting remote, she does not know how beneficial it has been. Some of the Commissioners drive to other organizations into Los Angeles which can take up to two hours to get there. They are at a point where they need to look at this and decide.

Commissioner Speake asked Chair Spiegel if they are looking for a motion.

Chair Spiegel stated that if nobody has anything else and asked the remote locations if they had any final say. She asked if there was anybody in the Board Room. Chair Spiegel stated that they are open for a motion.

Commissioner Speake stated he would like to move they continue with committee meetings to be remote however the Commission meetings here be in person and two meetings a year in the Coachella Valley.

Second Vice Chair Jeremy Smith seconded the motion.

Chair Spiegel clarified the committee meetings are remote.

Commissioner Speake yes.

Vice Chair Gregory asked to clarify except for Executive Committee.

Commissioner Speake stated except for Executive Committee.

Commissioner Lloyd White stated that Beaumont seconded the motion.

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

1) Commission meetings in person two meetings in the Coachella Valley and the committee meetings will continue to have satellite locations available other than Executive Committee.
No: Matas, Fitzpatrick, and Weill

At this time, Commissioner Matas left the meeting.

11. ITEM(S) PULLED FROM CONSENT CALENDAR FOR DISCUSSION

There were no items pulled from the Consent Calendar.

12. EXECUTIVE DIRECTOR'S REPORT

Aaron Hake:

- Thanked the Commissioners for all their engagement today.
- Today was historic, the decision the Commissioners made on the 241/91 in the context of the history of the 91 Corridor in this county. The 91 Express Lanes opened in 1995 after Caltrans gave a private franchise to the California Private Transportation Company. In 2002 Measure A passed and there was also state legislation that required Caltrans and that private company to relinquish the facility to OCTA after litigation from this county against Caltrans, because of a noncompete clause that was inserted into that original franchise on the 91 Express

Lanes. The 91 Express Lanes was a novel experiment in transportation back in the late 80s and 90s and it has become a global model for how to manage congestion. It did contain an element that prohibited public improvements to other aspects of the 91 that could have a benefit to traffic but would have a negative impact on revenue. That AB 1010 in 2002 ushered in the era of public ownership of these express lanes and allowed OCTA to manage them in the public interest. That franchise agreement that Caltrans initially awarded to a private company extended into Riverside County all the way to I-15. They had a situation where OCTA owned the rights to develop an express lane system in another county. After the Measure A Sales Tax passed, this Commission decided it wanted to develop express lanes on the 91 in 2006. In 2008 they secured legislation that allowed RCTC to take over the rights. Commissioner Magee was Chair of the Commission at that time that allowed them to take the rights from OCTA so they could develop their express lane system in Riverside County. The Commission proceeded with that project, and it opened to traffic in 2017 after they also got design build and tolling authority from the Legislature. After they opened the 91 Express Lanes in 2017, they began construction of the I-15 Express Lanes which connected directly into the 91 that opened in 2021. Two years later, in 2023 RCTC built the final connection between the two facilities, the 91 and 15 the I-15/91 Express Lanes Connector thanks to state legislation and funding. Today, the Commission approved another project to build out the 91 Express Lanes system to provide people with more mobility options between these counties. Each step of the way whether it was Caltrans, OCTA, the Legislature, RCTC, the County of Riverside, or the County of Orange all were looking out for the public interest and saying what can they do to relentlessly push progress forward to move more people through southern California. Today, the Commission took action in another county that will greatly affect and improve the lives of people who live here. They still need to see what happens when it opens after it is built. There is more that they must do on the 91 and on the 15 corridors. This county is growing, and he wanted to commend the Commission for being visionaries and brave in advancing projects like this that at one time were never envisioned. He thanked the Commissioners and staff that worked on it.

At this time, Commissioner Stewart left the meeting.

Commissioner DeConinck confirmed that the next meeting will be held in the Board Room in Riverside.

Chair Spiegel replied yes.

At this time, Commissioner Ready left the meeting.

13. COMMISSIONER COMMENTS

13A. Commissioner Molina stated that it is very nice to see all the Commissioners as they take care of a lot of business at these meetings but also take the opportunity to meet with each other and take care of other business as well. It is also great to interact with staff, they work very hard at putting together those reports, the Commissioners get to know who they are, and they get to know who the Commissioners are. It is a great relationship, there is value there for her to meet with all her fellow Commissioners but also with the staff, and the public does come every so often.

13B. Chair Spiegel announced as they lead to adjournment the remembrance of 9/11 which is on Thursday. Remembrances are so they do not forget and there are various 9/11 ceremonies being held in the cities of Norco, Jurupa Valley, Eastvale, Norco, Canyon Lake, and Corona at various times. If they cannot take the time to be there to at least take a moment to remember those, many of them innocent, people that perished by terrorists. America is worth fighting for, but they must remember those who fought or lost their lives for the lifestyle they are given to live. With that she adjourned this meeting in their memory.

14. ADJOURNMENT

There being no further business for consideration by the Riverside County Transportation Commission, Chair Spiegel adjourned the meeting at 11:19 a.m. in memory of the lives lost on 9/11. The next Commission meeting is scheduled to be held on Wednesday, October 8, 2025.

Respectfully submitted,

Lisa Mobley
Administrative Services Director/
Clerk of the Board

AGENDA ITEM 6B

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 12, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Matthew Wallace, Deputy Director of Administrative Services Linda Fakhouri, Senior Procurement Analyst
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Single Signature Authority Report

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file the Single Signature Authority report for the first quarter ended September 30, 2025.

BACKGROUND INFORMATION:

Certain contracts are executed under single signature authority as permitted in the Commission's Procurement Policy Manual adopted in March 2021. The Executive Director is authorized to sign services contracts that are less than $250,000 individually and in an aggregate amount not to exceed $2 million in any given fiscal year. Additionally, in accordance with Public Utilities Code Section 130323(c), the Executive Director is authorized to sign contracts for supplies, equipment, materials, and construction of all facilities and works under $50,000 individually.

The attached report details all contracts that have been executed for the first quarter ended September 30, 2025, under the single signature authority granted to the Executive Director. The unused capacity of single signature authority for services and goods as of September 30, 2025, is $1,116,000.

Attachment: Single Signature Authority Report as of September 30, 2025

SINGLE SIGNATURE AUTHORITY
AS OF SEPTEMBER 30, 2025

CONTRACT #	CONSULTANT	DESCRIPTION OF SERVICES	SINGLE SIGNATURE AUTHORIZED AMOUNT	PAID AMOUNT	REMAINING AUTHORIZED AMOUNT
	AMOUNT AVAILABLE July 1, 2025		$2,000,000.00		
25-31-070-00	BNSF	PVL Double Track Project- Reimbursement Agreement	45,000.00	$ -	$ 45,000.00
09-31-081-17	Parsons	91 Express Lanes Three Lane Study	200,000.00	$ 53,702.74	$ 146,297.26
10-31-099-18	Stantec	91 Express Lanes Three Lane Study	200,000.00	$ 35,040.91	$ 164,959.09
23-31-024-01	City of Temecula Coop	I-15 Smart Freeway Project RCTC/City of Temecula Coop-RSO Reimbursement	250,000.00	$ -	$ 250,000.00
25-18-068-01	Eagle Leadership Group	Eagle Leadership Group -Training Academy	60,000.00	$ 2,100.00	$ 57,900.00
19-31-066-02	Glenn Lukos Associates Inc	Mitigation and Monitoring Implementation Services	72,000.00	$ -	$ 72,000.00
26-18-008-00	Gallagher Benefit Services, INC.	Compensation, Classification and Benefits Studies.	57,000.00	$ -	$ 57,000.00
	AMOUNT USED		884,000.00		
	AMOUNT REMAINING through June 30, 2026		$1,116,000.00		
		Agreements that fall under Public Utilities Code 130323 (C)			
None	N/A		$-	$-	$-

Linda Fakhouri
Prepared by

Matthew Wallace
Reviewed by

Note: Shaded area represents new contracts listed in the first quarter.

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AGENDA ITEM 6C

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 12, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Sergio Vidal, Chief Financial Officer
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Quarterly Financial Statements

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file the Quarterly Financial Statements for the twelve months ended June 30, 2025.

BACKGROUND INFORMATION:

During the period July 2024 through June 2025, staff monitored the revenues and expenditures of the Commission. The attached financial statements presented on both a quarterly budget to actual basis and by fund denote the transactions during the most recently completed nine-month period. The California Department of Tax and Fee Administration collect Measure A and LTF funds and remits these funds to the Commission after the reporting period for the businesses. This creates a two-month lag in the receipt of revenues by the Commission. Accordingly, these financial statements reflect Measure A and LTF revenues related to collections for the period July 2024 through June 2025 (complete fiscal year 2024/25).

The operating statement (quarterly budget to actual) presents Measure A, Local Transportation Fund (LTF), State Transit Assistance, and State of Good Repair sales tax revenue for the year at 104 percent of the budget. Specifically, both Measure A and LTF have exceeded budgetary expectations due to continued increases in general retail such as online sales and food products. The increase is offset by decreases in State Transit Assistance (STA) and State of Good Repair (SGR) due largely to lower fuel prices.

Federal, state, and local reimbursements are received on a reimbursement basis. Federal reimbursements were received primarily for the I-15 Express Lanes Southern Extension, Smart Freeways, Moreno Valley/March Field, and Mid-County Parkway (#2) projects.

Furthermore, the Commission received approximately $200 million in SB125 funding for the Transit and Intercity Rail Capital Program and Zero-Emission Transit Capital Program (TIRCP), administered by the California State Transportation Agency. This revenue source is reported

under the State reimbursements category and exceeded the budgeted amount for Fiscal Year 2024/25.

The Commission estimated Transportation Uniform Mitigation Fee (TUMF) revenues at $30 million for fiscal year FY 2024/25. The Commission received TUMF revenues in the amount of $34 million or approximately $4 million greater than budgeted. The continued strong performance for this revenue source is evidence of continued strong development within Western County.

The RCTC 91 Express Lanes and 15 Express Lanes toll revenues, penalties, and fees collected total approximately $103 million and $54 million, respectively, totaling $157 million through June 30, 2025. The operating statement shows toll revenues, penalties, and fees at 132 percent of the budget. This reflects periodic toll rate changes made based on traffic volumes according to the approved toll policy along with increased demand along the corridor. Staff will continue to monitor the toll transactions and/or trips and non-toll revenues.

The operating statement (Quarterly Budget to Actual) also depicts other revenues received at 177 percent of the approximately $10 million FY 2024/25 budget. Specifically, a contribution of $9 million from the 15 Express Lanes for the payoff of a Measure A loan is reflected along with further collection of property management lease revenues.

During the FY 2024/25 budget process, the Commission estimated investment income at $34 million. The operating statement (Quarterly Budget to Actual) shows investment income, which includes net unrealized investment gains and losses at approximately $87 million.

The expenditure/expenses and other financing sources/uses categories are in line overall with the expectations with the following exceptions:

- Salaries and benefits are under budget primarily due to unfilled positions;
- Professional services are under budget primarily due to unused budget authority for general legal services; financial advisory services; audit services; rail operations and development activities; and highway, commuter assistance, specialized transportation, and regional conservation-other professional services;
- Support Costs are about 74 percent of budget. These costs primarily include Commission lease, lease (office space) expense, and maintenance and repairs for Commission owned stations. Costs were low relative to the budget as the new space lease began later than expected and there were operational savings related to the Express Lanes;
- Program operations are under budget due to unused budget authority for rail station security; toll operations; motorist and commuter assistance program operations; and highway and rail program management;
- The status of significant Commission capital projects (engineering, construction, design-build, and right of way/land – expenditure categories) with budget amounts exceeding $5 million is discussed within Attachment 2;

- Operating and capital disbursements are made as claims are submitted to the Commission by transit operators;
- Special studies unused budget authority is related to feasibility studies that have not yet been initiated, however, study has commenced related to a Transit Operator study;
- Local street and roads expenditures are related to Measure A sales tax revenues;
- Regional arterial expenditures represent activity for the highway and regional arterial program administered by the Coachella Valley Association of Governments (CVAG);
- Principal payments are made annually on June 1 for commissioned owned debt, while debt service interest payments are made semiannually on both December 1 and June 1. In accordance with the applicable accounting standards related to the RCTC 91 and 15 Express Lanes Enterprise funds record accrued and compounded interest on its related debt such as the RCTC 91 Express Lanes 2021 Toll Refunding Bonds and 2013 Toll Revenue Bonds, and Series B capital appreciation bonds for the 91 Project;
  Principal payments for the FY 2024/25 budget were increased due to the October 2024 Commission payoff approval for the I-15 Express Lanes Transportation Infrastructure Finance and Innovation Act (TIFIA) loan. The payoff of the loan in approximately $174 million was completed in October 2024. However, the principal payment is not reflected in the operating statement due to applicable accounting standards;
- Capital outlay expenditures are under budget due to unused budget authority for office improvements; property improvements for station rehabilitation; toll operations equipment; and Commission network, hardware, and software improvements;
- Depreciation is recorded as part of the accrual adjustments in the RCTC 91 and 15 Express Lanes Enterprise funds accounting records; however, depreciation is considered a non-cash transaction and not included in the FY 2024/25 budget; and
- Transfers in and out include the complete fiscal year's administrative cost allocation process, Measure A Sales Tax Bonds debt funding, and LTF disbursements for planning and programming activities.

FISCAL IMPACT:

This is an information item. There is no fiscal impact.

Attachments:
1) Quarterly Financial Statements – thru June 2025
2) Quarterly Project Status – thru June 2025

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY BUDGET TO ACTUAL
4th QUARTER
FOR 12 MONTHS ENDED 06/30/2025

	FY 2024/25 BUDGET	4th QUARTER ACTUAL	REMAINING BALANCE	PERCENT UTILIZATION
Revenues				
Sales tax	451,916,600	468,296,048	(16,379,448)	104%
Federal reimbursements	75,121,600	48,074,060	27,047,540	64%
State reimbursements	128,027,600	258,471,639	(130,444,039)	202%
Local reimbursements	73,809,100	34,109,561	39,699,539	46%
Transportation Uniform Mitigation Fee	30,000,000	34,609,340	(4,609,340)	115%
Tolls, penalties, and fees	119,373,000	157,703,596	(38,330,596)	132%
Other revenues	9,767,500	17,294,058	(7,526,558)	177%
Investment income	33,880,600	86,851,400	(52,970,800)	256%
Total revenues	921,896,000	1,104,324,335	(182,428,335)	120%
Expenditures/Expenses				
Salaries and benefits	19,954,400	16,898,224	3,056,176	85%
Professional and support				
Professional services	26,605,100	13,224,772	13,380,328	50%
Support costs	20,056,300	14,929,406	5,126,894	74%
Total Professional and support costs	46,661,400	28,154,178	18,507,222	60%
Projects and operations				
Program operations	58,571,500	45,418,589	13,152,911	78%
Engineering	61,464,600	12,872,629	48,591,971	21%
Construction	219,423,900	86,235,720	133,188,180	39%
Design Build	19,123,000	7,380,665	11,742,335	39%
Right of way/land	73,569,500	17,346,525	56,222,975	24%
Operating and capital disbursements	328,846,900	195,322,720	133,524,180	59%
Special studies	9,231,000	4,418,085	4,812,915	48%
Local streets and roads	84,399,100	84,397,982	1,118	100%
Regional arterials	67,370,000	66,866,980	503,020	99%
Total projects and operations	921,999,500	520,259,894	401,739,606	56%
Debt service				
Principal	212,537,500	34,210,000	178,327,500	16%
Interest	60,149,300	63,060,172	(2,910,872)	105%
Total debt service	272,686,800	97,270,172	175,416,628	36%
Capital outlay	13,236,900	8,586,922	4,649,978	65%
Depreciation	-	24,797,113	(24,797,113)	N/A
Loss on sale of land	-	-	-	N/A
Total Expenditures/Expenses	1,274,539,000	695,966,503	578,572,497	55%
Excess revenues over (under) expenditures/expenses	(352,643,000)	408,357,833	(761,000,833)	-116%
Other financing sources/(uses)				
Transfer in	224,429,100	185,861,959	35,480,873	83%
Transfer out	(224,429,100)	(185,861,959)	(35,480,873)	83%
Total financing sources/(uses)	-	-	0	N/A
Net change in fund balances	(352,643,000)	408,357,833	(761,000,833)	-116%
Fund balance July 1, 2024	1,278,326,000	1,655,935,491	1,278,326,000	130%
Fund balance June 30, 2025	925,683,000	2,064,293,323	517,325,168	223%

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RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY
BUDGET TO ACTUAL BY FUND
4th QUARTER
FOR 12 MONTHS ENDED 06/30/2025

		SPECIAL REVENUE FUNDS												
			MEASURE A SALES TAX			TRANSPORTATION DEVELOPMENT ACT								
	GENERAL FUND	FSP/SAFE	WESTERN COUNTY	COACHELLA VALLEY	PALO VERDE VALLEY	LOCAL TRANSPORTATION FUND	STATE TRANSIT ASSISTANCE	STATE OF GOOD REPAIR	SB 125 - TIRCP	TRANSPORTATION UNIFORM MITIGATION FEE (TUMF)	COACHELLA VALLEY RAIL	OTHER AGENCY PROJECTS	REGIONAL CONSERVATION	SB132
Revenues														
Sales tax	$ -	$ -	$ 226,557,188	$ 52,519,604	$ 962,718	$ 154,335,631	$ 28,984,572	$ 4,936,335	$ -	$ -	$ -	$ -	$ -	$ -
Federal reimbursements	3,946,620	-	41,309,448	-	-	-	-	-	-	-	-	-	-	-
State reimbursements	7,743,764	5,854,296	44,765,148	-	-	-	-	-	200,057,724	-	50,707	-	-	-
Local reimbursements	6,533	3,500	3,096,392	-	-	12,830,151	-	-	-	6,707,698	-	997,647	9,842,432	-
Transportation Uniform Mitigation Fee	-	-	-	-	-	-	-	-	-	34,609,340	-	-	-	-
Tolls, penalties, and fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other revenues	3,841,124	-	1,595,592	-	-	-	-	-	-	22,268	-	-	-	-
Investment income	1,991,848	667,438	22,438,359	3,923,928	-	17,461,311	8,541,749	770,134	4,586,461	9,461,100	112,488	38,900	41,993	654,703
Gain on sale of land	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total revenues	17,529,888	6,525,234	339,762,128	56,443,532	962,718	184,627,093	37,526,321	5,706,469	204,644,185	50,800,406	163,195	1,036,547	9,884,425	654,703
Expenditures/Expenses														
Salaries and benefits	7,347,850	162,363	3,369,541	-	-	-	-	-	17,685	397,145	78,894	65,754	3,127,957	84,440
Professional and support														
Professional services	3,227,207	178,920	3,478,344	10,085	-	-	20,165	-	2,158	334,629	27,384	12,522	3,791,940	96,173
Support costs	2,366,047	104,562	3,139,533	-	-	-	-	-	-	289	941	-	467,185	11,387
Total Professional and support costs	5,593,254	283,482	6,617,876	10,085	-	-	20,165	-	2,158	334,918	28,325	12,522	4,259,125	107,560
Projects and operations														
Program operations	18,555	4,604,811	27,431,212	-	-	-	-	-	68,529	477,619	83,307	154,546	65,554	(4,986,695)
Engineering	-	-	9,089,091	-	-	-	-	-	-	3,055,944	1,720	503,151	-	-
Construction	-	-	84,231,977	-	-	-	-	-	-	578,559	-	-	-	-
Design Build	-	-	4,400,774	-	-	-	-	-	-	-	-	-	-	3,068,584
Right of way/land	-	-	12,371,831	-	-	-	-	-	900	4,405,637	-	261,675	288,797	17,684
Operating and capital disbursements	36,685,283	-	5,332,789	8,238,000	-	115,184,110	21,654,277	3,429,219	4,799,041	-	-	-	-	-
Special studies	4,198,130	-	160,637	-	-	-	-	-	-	-	-	-	-	-
Local streets and roads	-	-	65,242,403	18,219,361	936,218	-	-	-	-	-	-	-	-	-
Regional arterials	-	-	-	66,866,980	-	-	-	-	-	-	-	-	-	-
Total projects and operations	40,901,969	4,604,811	208,260,713	93,324,341	936,218	115,184,110	21,654,277	3,429,219	4,868,471	8,517,760	85,027	919,372	354,351	(1,900,427)
Debt service														
Principal	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cost of issuance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payment to escrow agent	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total debt service	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital outlay	941,906	6,445	7,461,493	-	-	-	-	-	-	-	-	-	-	-
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Loss on sale of land	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures/Expenses	54,784,978	5,057,102	225,709,623	93,334,427	936,218	115,184,110	21,674,442	3,429,219	4,888,313	9,249,823	192,246	997,647	7,741,432	(1,708,427)
Excess revenues over (under) expenditures/e	(37,255,090)	1,468,132	114,052,505	(36,890,895)	26,500	69,442,982	15,851,879	2,277,249	199,755,872	41,550,582	(29,051)	38,900	2,142,993	2,363,130
Other financing sources/(uses)														
Transfer in	52,900,794	-	29,978,493	73,509	-	-	-	-	87,937	3,588	217,696	-	-	(1,842,959)
Transfer out	(2,176,137)	(361,700)	(119,852,943)	(345,500)	(26,500)	(36,977,300)	(5,847,332)	(1,194,693)	-	(6,921,210)	(46,500)	-	(2,101,000)	-
Total financing sources/(uses)	50,724,657	(361,700)	(89,874,449)	(271,991)	(26,500)	(36,977,300)	(5,847,332)	(1,194,693)	87,937	(6,917,622)	171,196	-	(2,101,000)	(1,842,959)
Net change in fund balances	13,469,567	1,106,432	24,178,056	(37,162,886)	-	32,465,682	10,004,547	1,082,556	199,843,809	34,632,961	142,145	38,900	41,993	520,171
Fund balance July 1, 2024	41,638,227	14,700,623	532,829,032	66,767,816	-	388,170,511	161,469,466	14,720,939	-	180,545,350	2,364,134	62,808	51,647	2,914,807
Fund balance June 30, 2025	$ 55,107,794	$ 15,807,055	$ 557,007,087	$ 29,604,930	$ -	$ 420,636,193	$ 171,474,012	$ 15,803,495	$ 199,843,809	$ 215,178,310	$ 2,506,279	$ 101,708	$ 93,639	$ 3,434,979

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	ENTERPRISE FUND		CAPITAL PROJECTS FUNDS			
	15 EXPRESS LANES	91 EXPRESS LANES	COMMERCIAL PAPER	SALES TAX BONDS	DEBT SERVICE	COMBINED TOTAL
Revenues						
Sales tax	$ -	$ -	$ -	$ -	$ -	$ 468,296,048
Federal reimbursements	-	-	-	-	2,817,992	48,074,060
State reimbursements	-	-	-	-	-	258,471,639
Local reimbursements	-	625,208	-	-	-	34,109,561
Transportation Uniform Mitigation Fee	-	-	-	-	-	34,609,340
Tolls, penalties, and fees	54,236,255	103,467,341	-	-	-	157,703,596
Other revenues	9,107,801	-	-	2,727,273	-	17,294,058
Investment income	3,715,321	10,177,963	790,029	116,350	1,361,326	86,851,400
Gain on sale of land	-	(1,085,368)	-	-	-	(1,085,368)
Total revenues	67,059,377	113,185,143	790,029	2,843,623	4,179,318	1,104,324,335
Expenditures/Expenses						
Salaries and benefits	776,188	1,470,408	-	-	-	16,898,224
Professional and support						
Professional services	841,438	1,203,808	-	-	-	13,224,772
Support costs	3,181,167	5,658,295	-	-	-	14,929,406
Total Professional and support costs	4,022,605	6,862,103	-	-	-	28,154,178
Projects and operations						
Program operations	6,932,436	10,568,715	-	-	-	45,418,589
Engineering	-	222,722	-	-	-	12,872,629
Construction	24,720	1,400,464	-	-	-	86,235,720
Design Build	-	(88,693)	-	-	-	7,380,665
Right of way/land	-	-	-	-	-	17,346,525
Operating and capital disbursements	-	-	-	-	-	195,322,720
Special studies	-	59,317	-	-	-	4,418,085
Local streets and roads	-	-	-	-	-	84,397,982
Regional arterials	-	-	-	-	-	66,866,980
Total projects and operations	6,957,156	12,162,526	-	-	-	520,259,894
Debt service						
Principal	-	-	-	-	34,210,000	34,210,000
Interest	2,874,971	25,236,912	-	-	34,948,288	63,060,172
Cost of issuance	-	-	-	-	-	-
Payment to escrow agent	-	-	-	-	-	-
Total debt service	2,874,971	25,236,912	-	-	69,158,288	97,270,172
Capital outlay	34,410	142,667	-	-	-	8,586,922
Depreciation	12,541,000	12,256,113	-	-	-	24,797,113
Loss on sale of land	-	-	-	-	-	-
Total Expenditures/Expenses	27,206,330	58,130,729	-	-	69,158,288	695,966,503
Excess revenues over (under) expenditures/e	39,853,048	55,054,415	790,029	2,843,623	(64,978,971)	408,357,833
Other financing sources/(uses)						
Transfer in	31,953,847	3,117,680	-	210,934	69,160,439	185,861,959
Transfer out	(505,500)	792,259	(2,892,940)	(4,302,527)	(3,102,435)	(185,861,959)
Total financing sources/(uses)	31,448,347	3,909,939	(2,892,940)	(4,091,593)	66,058,003	-
Net change in fund balances	71,301,395	58,964,354	(2,102,911)	(1,247,970)	1,079,033	408,357,833
Fund balance July 1, 2024	282,917,899	(61,308,776)	11,847,729	2,790,423	13,452,855	1,655,935,491
Fund balance June 30, 2025	$ 354,219,294	$ (2,344,423)	$ 9,744,819	$ 1,542,454	$ 14,531,888	$ 2,064,293,323

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY PROJECT STATUS
4th QUARTER
FOR Twelve MONTHS ENDED 06/30/2025

Project Description	FY 2024/25 through 4th Quarter Revised Budget	Expenditures through 4th Quarter Actuals	Project Status
91 Express Lanes (P009103 & P009104) These projects provide pavement repair of SR-91 express lanes, the modification of the median barrier wall, the replacement of the active traffic management system, as well as the implementation of dynamic pricing, the occupancy detection system, and various miscellaneous software changes. ***The adopted budget amount is $13,150,900.***	$9,487,500	$7,951,234	The underrun of the FY 2024/25 budget in the fourth quarter is due to the following for each project: • Project 9103: The underrun is due to Caltrans permitting delay. The pavement rehab construction will be completed during the second quarter of FY 2025/2026 ($2.0 million). • Project 9104: The 91 Express Lanes dynamic pricing system ($1.0 million) was completed in the third quarter of FY 2024/25. The overrun in the occupancy detection system ($0.9 million) has completed 90% of the milestones. The underrun in 91 BOS implementation ($0.3 million) is due to implementation delays. The miscellaneous software changes will be underrealized in FY 2024/25 for an estimated $1.2 million.
15/91 Express Lanes Connector (P003039) The 15/91 Express Lane Connector (ELC) project constructs an express lanes median direct connector from southbound I-15 to westbound SR-91 and from eastbound SR-91 to northbound I-15 in the city of Corona. The project also adds tolled express lanes in each direction of I-15 from the 15/91 ELC to Hidden Valley Parkway; adds a tolled express lane in each direction of SR-91 from east of Lincoln Avenue to the 15/91 ELC; extends the tolled express lane along eastbound SR-91 from I-15 to west of Promenade Avenue; and extends an eastbound auxiliary lane along SR-91 from west of I-15 to west of Promenade Avenue. The project also includes the addition of a toll collection system infrastructure along I-15 and SR-91. The estimated project cost is $270 million, and the project is partially funded by state funds allocated under Senate Bill (SB) 132 legislation.	$6,337,800	$3,283,992	The underrun of the FY 2024/25 budget in the fourth quarter is primarily due to late invoices from the design builder ($2.4 million) and unutilized budget ($0.7 million) as closeout costs were lower than projected.

Project Description	FY 2024/25 through 4th Quarter Revised Budget	Expenditures through 4th Quarter Actuals	Project Status
The connector opened to traffic in 2023. ***The FY2024/25 adopted budget amount is $6,471,900.***			
I-15 Express Lanes Southern Extension (P003044) The project will add express lanes between SR-74 and Cajalco Road. The estimated project cost is $544 million with the Project Approval and Environmental Document (PA/ED) phase of work funded by federal Congestion Mitigation and Air Quality (CMAQ) funds and Measure A. ***The FY2024/25 budget amount is $22,296,500.***	$22,178,400	$8,661,469	The underrun of the FY 2024/25 budget is due to three main reasons: 1) delayed billings from the project construction manager's subconsultants 2) delay in the release of the RFQ until after the public circulation of the DED in October 2025 to better assess the environmental risk ($6.8 million); and 3) preliminary engineering ($5.8 million) of remaining PA&E contract authority that was budgeted to respond to potential DED challenges that were not received.
Mid County Parkway (MCP) (P002302, P002317, P002320, P002324, & P002328) The environmental document for a new corridor from I-215 to SR-79 was approved in April 2015. The first design package is under construction. Construction of this new facility is scheduled for completion over multiple years as funding becomes available; the total project cost is estimated at $1.3 to $2.1 billion. ***The FY2024/25 budget amount is $38,425,200.***	$29,760,900	$13,423,425	The underrun of the FY 2024/25 budget for the fourth quarter is primarily due to the following for each project: • MCP: The minimal underrun is due to preliminary engineering ($0.03 million). • MCP I-215/Placentia Interchange: The minimal underrun for this project was due to construction management (0.02 million) and ROW support services (0.02 million). • MCP Mitigation: The first year of plant establishment was completed during the beginning of the third quarter in FY 2020/21 and the underrun in the fourth quarter of FY 2024/25 was due to ROW acquisitions ($ 1.8 million). • MCP2 and MCP3: The Commission approved the shift from MCP2 to MCP3 at the May 2022 Commission meeting. The underrun on MCP2 was due to ROW acquisition/support services ($7.7 million) and pending offers in negotiation for ROW acquisitions/support services ($6.2 million) on MCP3.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY PROJECT STATUS
4th QUARTER
FOR Twelve MONTHS ENDED 06/30/2025

Project Description	FY 2024/25 through 4th Quarter Revised Budget	Expenditures through 4th Quarter Actuals	Project Status
71/91 Connector Project (P003021) The project includes ROW acquisition, utility relocation, and environmental revalidation work for improvements to the 71/91 connector. The estimated project cost is $118 million. ***The FY2024/25 budget amount is $55,775,500.***	$52,724,700	$52,591,638	The minimal underrun of the FY 2024/25 budget is due to unused contingency for final design ($0.1 million) and construction ($0.08 million).
SR-79 Project (P003003, P005127, & P005146) The project includes the preliminary engineering environmental document, which was approved in October 2016, ROW activities for the mitigation of the project, and Segment 3 design of a new county expressway (approximately 2.7 miles), including ROW acquisition. ***The FY 2024/25 budget amount is $28,449,200.***	$28,338,200	$4,743,415	The underrun of the FY2024/25 budget in the fourth quarter is primarily due to the following for each project: • SR-79 Realignment Study: The minimal underrun was due to preliminary engineering ($0.07 million). • SR-79 Realignment ROW: The under run was due to the gradual buildup of negotiations with landowners to acquire ultimate ROW acquisition ($6.9 million) for the project. • SR-79 Re-Alignment Segment 3: The underrun in final design ($26 million) is due to unused contingency. Additionally, the underrun in ROW acquisitions ($14.0 million) is due to ongoing acquisition negotiations with property owners.

Project Description	FY 2024/25 through 4th Quarter Revised Budget	Expenditures through 4th Quarter Actuals	Project Status
Smart Freeways (P003051) The project includes environmental clearance, design, and commence construction of a pilot project to install a smart freeway system on northbound I-15 in the city of Temecula. ***The FY2024/25 budget amount is $19,499,300.***	$20,624,700	$9,457,032	The underrun of the FY 2024/25 budget is due to lower-than-expected costs for Information Technology System Operator ($1.6 million), slow ramp-up for construction management ($1.2 million), and construction ($8.1 million).
Santa Ana River Trail Extension (SART) (P007201 & P007202) The Commission provides support to the Riverside County Regional Park and Open Space District (District) for the projects under a cooperative planning and development agreement. The district is the lead agency for environmental compliance for NEPA and CEQA, and the Commission is responsible for project oversight and approval, final design, and construction. The projects are a joint effort with between public and private agencies including the county of Orange and the United States Army Corps of Engineers. The district is responsible for 100% of costs. ***The FY2024/25 budget amount is $8,644,800.***	$7,650,100	$997,647	The underrun of the FY 2024/25 budget is due to final design ($0.2 million), ROW acquisition/support ($4.25 million), construction ($0.7 million), and construction management ($1.0 million) for SART 2 that are not scheduled to commence until FY 2026/27. The underrun in SART 1 is due to program management and staff time ($0.08) that was offset by the minimal overrun of final design ($0.005 million) in preparations of project ramp down for circulation of environmental documents for the public. Project is contingent on funding from Riverside County Parks.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY PROJECT STATUS
4th QUARTER
FOR Twelve MONTHS ENDED 06/30/2025

Project Description	FY 2024/25 through 4th Quarter Revised Budget	Expenditures through 4th Quarter Actuals	Project Status
South Perris Station and Layover Facility (P003837) The South Perris Station and Layover Facility Project is the result of the combined efforts between the Commission and SCRRA, to improve the existing loading platform, along the Metrolink Perris Valley Line. The improvements, along with other added amenities, will add 1,100 feet of new track which will service 2 additional passenger trains for loading and deboarding services. In addition, the project includes a 4th layover track at the south layover maintenance yard for various operations of the track. ***The FY 2024/25 budget amount is $10,949,400.***	$10,203,200	$1,121,472	The underrun of the FY 2024/25 budget is due to unused contingency for construction ($6.2 million) that is not scheduled to commence until the third quarter of FY 2025/26, construction management ($0.9 million), and construction support services ($1.25 million).
Moreno Valley-March Field station upgrade (P004026) The project will remove and replace approximately 2.5 miles of existing rail and wood ties with new rail and concrete ties, remove / replace / regrade track ballast, improve track drainage, install new track signals and Positive Train Control system, connect to existing signals and communication systems, build a new second passenger loading platform, extend the existing passenger loading platform to current Metrolink station standards, and perform other improvements necessary to bring the tracks into compliance with Metrolink standards. ***The FY 2024/25 budget amount is $ 5,786,400.***	$5,786,400	$5,403,914	The minimal underrun of the FY 2024/25 budget is due to construction ($0.3 million) and construction support services ($0.2 million) that are offset by the slight overrun in final design ($0.15 million). Construction completed in the third quarter of FY 2024/25 and closeout is underway.

This list discusses the significant capital projects (i.e., total budgeted costs more than $5 million) and related status. Capital project expenditures are affected by lags in invoices submitted by contractors and consultants, as well as issues encountered during certain phases of the projects. The capital projects budgets tend to be based on aggressive project schedules.

AGENDA ITEM 6D

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 12, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Daniel Hernandez, Financial Budget Manager Jennifer Fuller, Deputy Director of Finance Sergio Vidal, Chief Financial Officer
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Quarterly Sales Tax Analysis

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file the sales tax analysis for Quarter 2, 2025 (Q2 2025).

BACKGROUND INFORMATION:

At its May 2023 meeting, the Commission awarded an agreement with MuniServices, An Avenu Insights and Analytics Company (MuniServices), for quarterly sales tax reporting services plus additional fees contingent on additional sales tax revenues generated from the transactions and use tax (sales tax) audit services. The services performed under this agreement pertain only to the Measure A sales tax revenues.

Since the commencement of sales tax audit services, MuniServices submitted audits, which reported findings to the California Department of Tax and Fee Administration (CDTFA), for review and determination of errors in sales tax reporting related to 1,516 businesses. Through Q2 2025, CDTFA approved $18,969,854 of cumulative sales tax revenues recovered for the Commission. If CDTFA concurs with the error(s) for the remaining findings, the Commission will receive additional revenues; however, the magnitude of the value of additional revenues is not available. It is important to note that while the recoveries of additional revenues are tangible, it will not be sufficient to alter the overall trend of sales tax revenues.

MuniServices provided the Commission with the Quarterly Sales Tax Digest Summary report for Q2 2025. Majority of Q2 2025 Measure A sales tax revenues were received in the third quarter of calendar year 2025, during the period June 2025 through August 2025. The delay is due to the timing of when sales tax for the reported period is collected and distributed by CDTFA.

The summary section of the Q2 2025 report is attached (Attachment 1) and includes an overview of the following: California's economic outlook; local results; historical cash collections analysis

by quarter; top 25 sales/use tax contributors; historical sales tax amounts; annual sales tax by business category; and five-year economic trend (general retail).

RCTC quarterly sales tax cash receipts (net of administrative fees) are stable, reflecting a slight decline (0.7 percent change), when comparing Q2 2025 to Q2 2024. Increased sales tax receipts in the general retail and food products categories were offset by decreases in the transportation, construction and business to business categories.

Taxable transactions for the top 25 contributors in Riverside County generated 26.3 percent of taxable sales for Q2 2025. Categories for business identified within the top 25 are primarily general retail, food products, and transportation related.

In the Economic Category Analysis table below, sales tax performance is on a gross basis, specifically it includes estimates for anticipated sales tax receipts, and it does not include the CDTFA administrative fee. The analysis presents two (food products and miscellaneous) of the six categories experienced year-over-year gains as of Q2 2025 compared to Q2 2024. Four of the six categories (general retail, transportation, construction, and business to business) are lower in the Q2 2025 period, primarily due to decreases in brick-and-mortar retail sales, service station activity, building material – retail and wholesale, and office equipment sales, respectively.

ECONOMIC CATEGORY ANALYSIS

% of Total / % Change	RCTC	State Wide	Orange County	Riverside County	S.F. Bay Area	Sacramento Valley	Central Valley	South Coast	North Coast
General Retail	28.9 / -0.5	29.6 / -0.7	27.7 / -0.5	36.1 / 0.7	25.8 / -3.6	30.5 / 7.5	38.7 / -3.6	27.6 / -0.3	27.4 / -1.6
Food Products	17.6 / 1.0	21.8 / -0.3	21.9 / 0.4	18.5 / 1.1	23.2 / -0.4	17.3 / -0.4	15.2 / -2.3	24.0 / -0.2	19.3 / 1.6
Transportation	21.7 / -5.4	22.0 / -7.0	23.1 / -6.3	22.3 / -5.3	18.4 / -6.4	25.8 / -5.5	21.3 / -8.8	22.7 / -7.3	27.5 / -4.5
Construction	10.4 / -5.8	9.6 / -2.4	8.3 / -1.4	12.2 / -3.8	9.8 / -1.6	11.5 / -8.9	9.5 / -6.2	8.9 / -0.3	14.1 / -4.1
Business to Business	15.7 / -0.3	15.9 / -2.2	18.0 / -0.7	10.3 / -4.2	21.5 / -0.3	13.6 / -7.7	14.6 / -5.3	15.7 / -1.5	10.6 / -2.9
Miscellaneous	5.7 / 11.1	1.1 / -2.5	1.0 / -10.4	0.5 / -9.6	1.3 / 1.3	1.3 / 11.0	0.7 / -7.7	1.1 / -4.5	1.1 / 3.4
Total	**100.0 / -1.3**	**100.0 / -2.5**	**100.0 / -1.9**	**100.0 / -1.8**	**100.0 / -2.5**	**100.0 / -1.5**	**100.0 / -5.1**	**100.0 / -2.2**	**100.0 / -2.3**

General Retail: Apparel Stores, Department Stores, Furniture/Appliances, Drug Stores, Recreation Products, Florist/Nursery, and Misc. Retail
Food Products: Restaurants, Food Markets, Liquor Stores, and Food Processing Equipment
Construction: Building Materials Retail and Building Materials Wholesale
Transportation: Auto Parts/Repair, Auto Sales - New, Auto Sales - Used, Service Stations, and Misc. Vehicle Sales
Business to Business: Office Equip., Electronic Equip., Business Services, Energy Sales, Chemical Products, Heavy Industry, Light Industry, Leasing, Biotechnology, I.T. Infrastructure, and Green Energy
Miscellaneous: Health & Government, Miscellaneous Other, and Closed Account Adjustments

The Economic Segment Analysis noted in the table below discloses miscellaneous retail as the largest economic segment which includes online retailers, followed by restaurants, and auto sales – new. Miscellaneous retail represents 12.4 percent of total sales tax by segment and experienced an increase of 2.8 percent year over year. Restaurants also experienced an increase of 2.8 percent year over year, reflecting ongoing growth within fast food casual restaurants. New auto sales experienced a decrease of 3.2 percent.

ECONOMIC SEGMENT ANALYSIS									
	RCTC	State Wide	Orange County	Riverside County	S.F. Bay Area	Sacramento Valley	Central Valley	South Coast	North Coast
Largest Segment	Miscellaneous Retail	Restaurants	Restaurants	Miscellaneous Retail	Restaurants	Miscellaneous Retail	Miscellaneous Retail	Restaurants	Restaurants
% of Total / % Change	12.4 / 2.8	16.0 / 0.3	16.6 / 1.3	19.1 / 3.0	17.5 / 0.6	13.5 / 21.6	18.2 / 3.6	17.9 / 0.4	12.5 / 3.0
2nd Largest Segment	Restaurants	Miscellaneous Retail	Auto Sales - New	Restaurants	Miscellaneous Retail	Restaurants	Department Stores	Auto Sales - New	Department Stores
% of Total / % Change	11.6 / 2.8	12.2 / 6.9	13.0 / -5.1	12.2 / 2.7	10.9 / 6.2	12.0 / 0.3	10.9 / -3.8	11.7 / -5.3	11.2 / -3.4
3rd Largest Segment	Auto Sales - New	Auto Sales - New	Miscellaneous Retail	Auto Sales - New	Auto Sales - New	Auto Sales - New	Restaurants	Miscellaneous Retail	Auto Sales - New
% of Total / % Change	10.8 / -3.2	10.7 / -4.7	10.7 / 8.1	10.7 / -1.4	8.8 / -7.4	11.3 / -0.6	10.1 / -4.0	10.1 / 7.6	11.0 / -0.9

Staff will monitor sales tax receipts and other available economic data to determine the need for any adjustments to the revenue projections. Staff will utilize the forecast scenarios with the complete report and receipt trends in assessing such projections.

FISCAL IMPACT:

This is an informational item. There is no fiscal impact.

Attachments:

1) Sales Tax Summary Q2 2025
2) Sales Tax Performance Analysis by Quarter Q2 2025
3) Quarterly Sales Tax Comparison by City for Q2 2024 to Q2 2025

Riverside County Transportation Commission ATTACHMENT 1
Sales Tax Digest Summary

Collections through August 2025
Sales through June 2025 (2025Q2)

CALIFORNIA'S ECONOMIC OUTLOOK

California sales tax receipts increased by 2.0% over the same quarter from the previous year for Q2 of 2025, with Northern California reporting a 3.1% increase compared to a 1.2% increase for Southern California. Receipts for the RCTC decreased by 0.7% over the same period.

Real Gross Domestic Product (GDP) increased at an annual rate of 2.5% in the second quarter of 2025. U.S. inflation ticked up to 2.7% in June of 2025, down 6.4 percentage points from its most recent peak of 9.1% in June 2022. California's headline inflation increased to 3.0% year over year as of June 2025, up from 2.7% in August of 2024. (DIR, BEA, BLS, July Finance Bulletin)

The U.S. unemployment rate decreased slightly to 4.1% in June of 2025. California's unemployment rate increased by 0.1 percentage point to 5.4% as of June 2025, 0.4 percentage points higher than the September 2023 rate of 5.0%. (EDD, BLS, July Finance Bulletin)

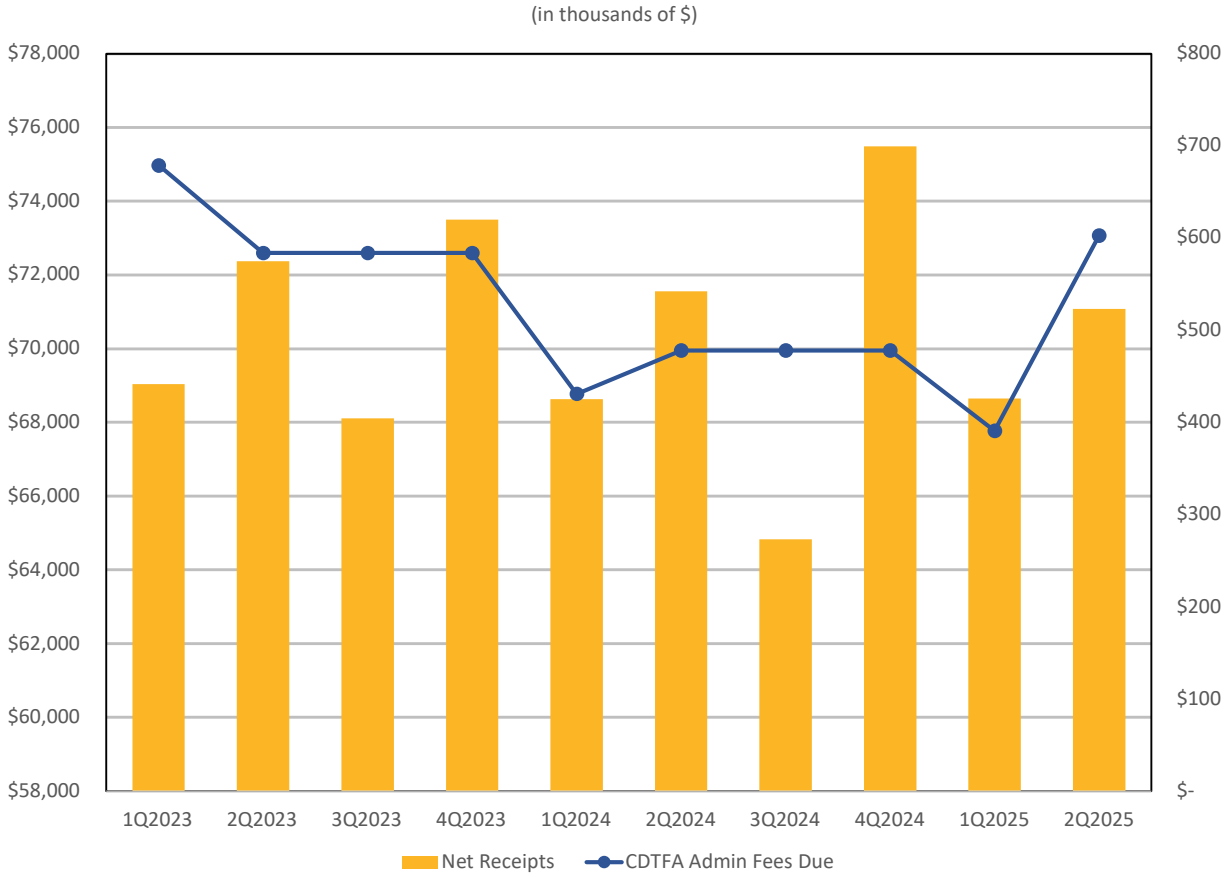
U.S. personal income increased by 4.9% for the second quarter of 2025, compared to the same quarter previous year. Compensation for employees increased by 4.8%, while personal current taxes increased by 7.9% from the previous period, resulting in a net gain of 4.5% in disposable income. (BEA)

LOCAL RESULTS

Net Cash Receipts Analysis	
Local Collections	$71,682,012
Less: Cost of Administration	$(603,300)
Net 2Q2025 Receipts	$71,078,712
Net 2Q2024 Receipts	$71,558,408
Actual Percentage Change	-0.7%

Business Activity Performance Analysis	
Local Collections – Economic Basis 2Q2025	$70,157,312
Local Collections – Economic Basis 2Q2024	$71,897,246
Quarter over Quarter Change	$(1,739,934)
Quarter over Quarter Percentage Change	-2.4%
Avenu Insights & Analytics' On-Going Audit Results	
Total Recovered Since Inception	$18,969,854

HISTORICAL CASH COLLECTIONS ANALYSIS BY QUARTER



TOP 25 SALES/USE TAX CONTRIBUTORS

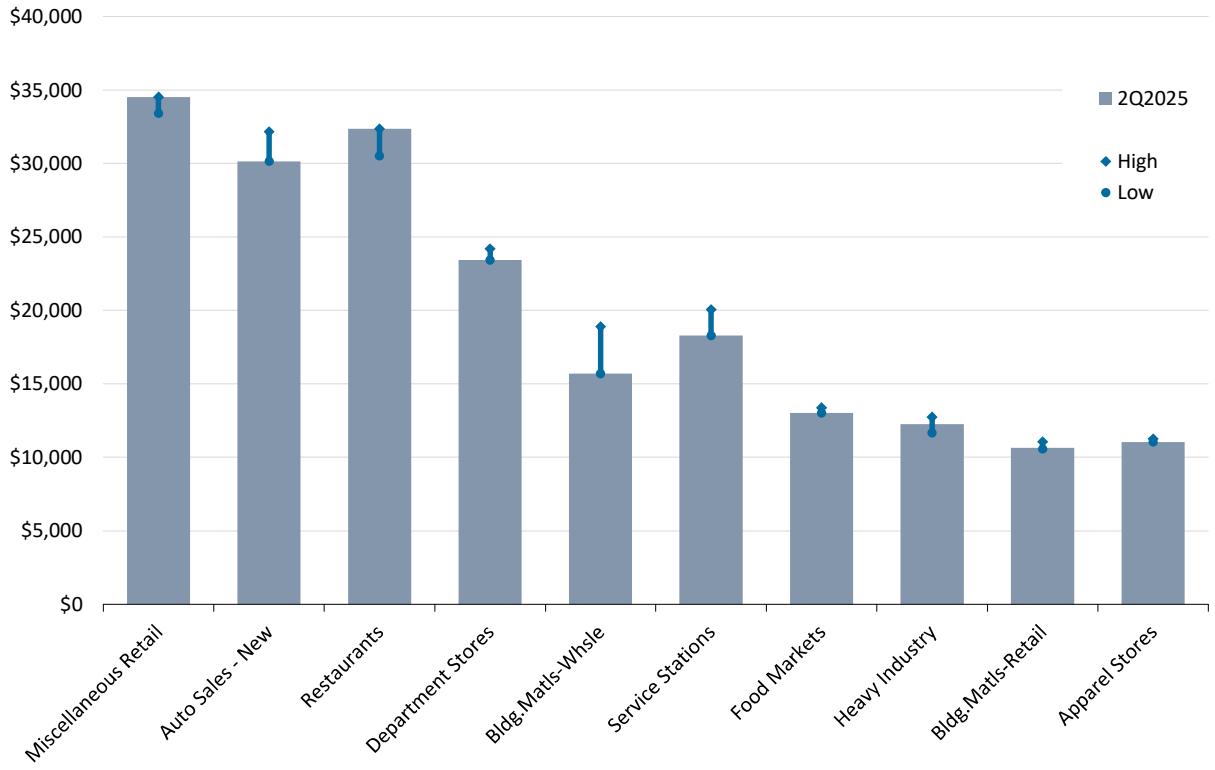
The following list identifies RCTC's Top 25 Sales/Use Tax contributors. The list is in alphabetical order and represents sales from May of 2024 through June 2025. The Top 25 Sales/Use Tax contributors generate 26.3% of RCTC's total sales and use tax revenue.

7-ELEVEN FOOD STORES
AMAZON.COM – EC
AMAZON.COM SERVICES – EC
ARCO AM/PM MINI MARTS
BEST BUY STORES
CARMAX AUTO SUPERSTORES
CED LIGHTING SOLUTIONS
CHEVRON SERVICE STATIONS
CIRCLE K FOOD STORES
COSTCO WHOLESALE
DEPARTMENT OF MOTOR VEHICLES
EBAY - EC
FERGUSON ENTERPRISES
HOME DEPOT
IN-N-OUT BURGERS
LOWE'S HOME CENTERS
MCDONALD'S RESTAURANTS
NOVA POWER
ROSS STORES
SAM'S CLUB
SHELL SERVICE STATIONS
STATER BROS MARKETS
TARGET STORES
TESLA
WAL MART STORES

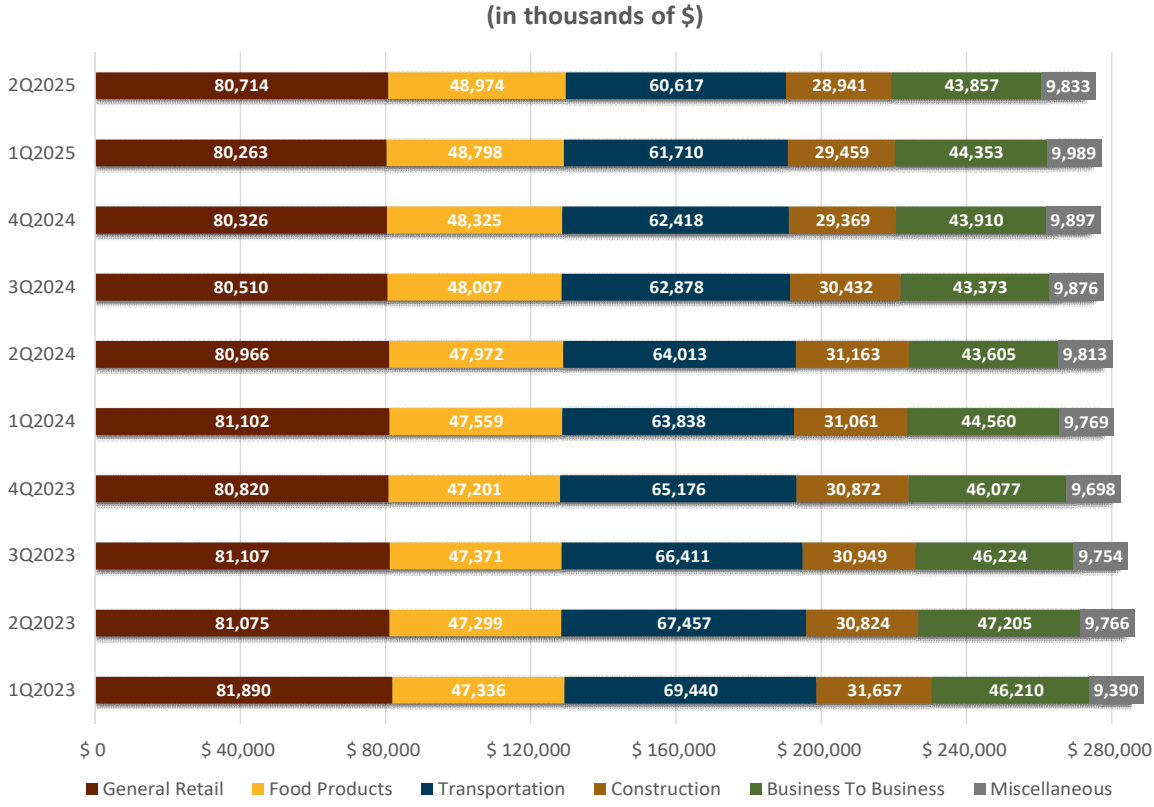
* "- EC" added to the end of business names represents electronic commerce.

HISTORICAL SALES TAX AMOUNTS

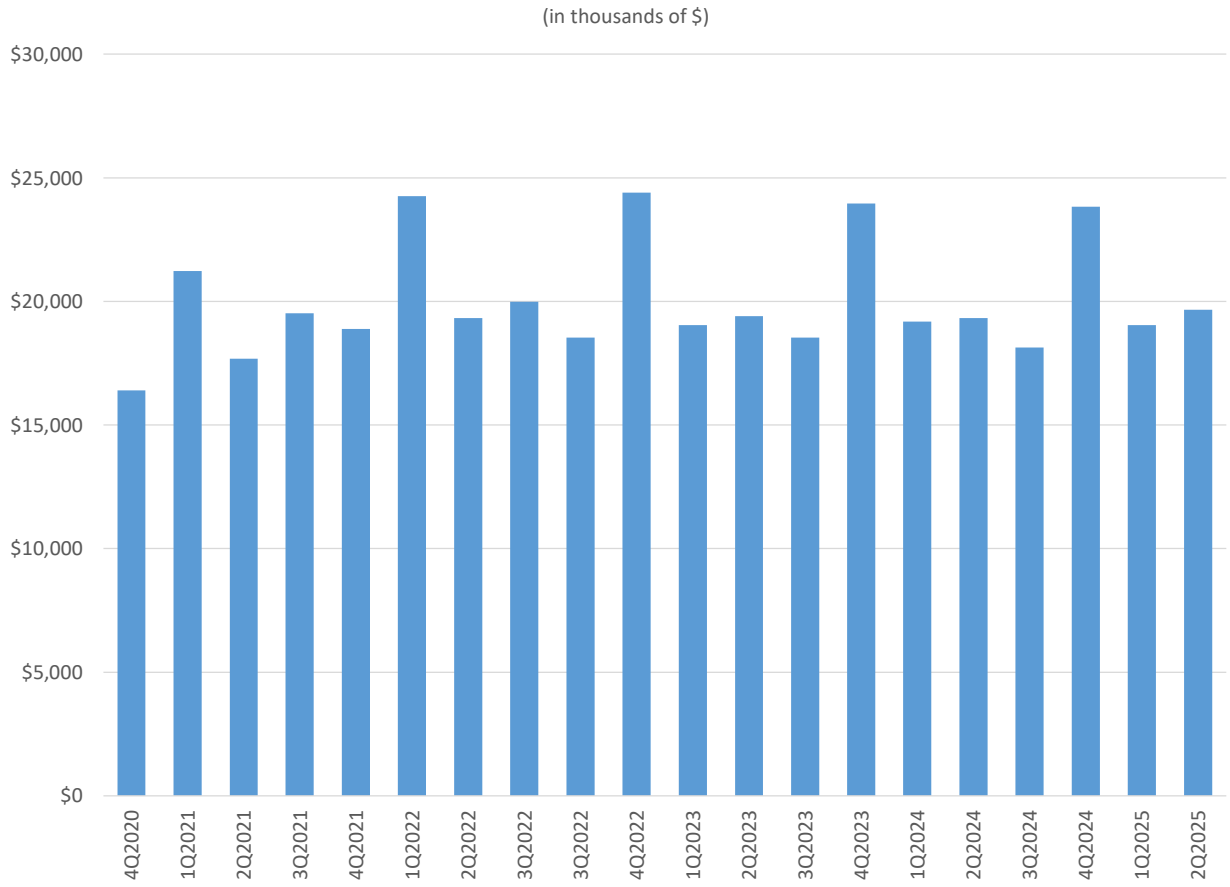
The following chart shows the sales tax level from annual sales through June of 2025, the highs, and the lows for the top ten segments over the last two years in thousands of $.



ANNUAL SALES TAX BY BUSINESS CATEGORY



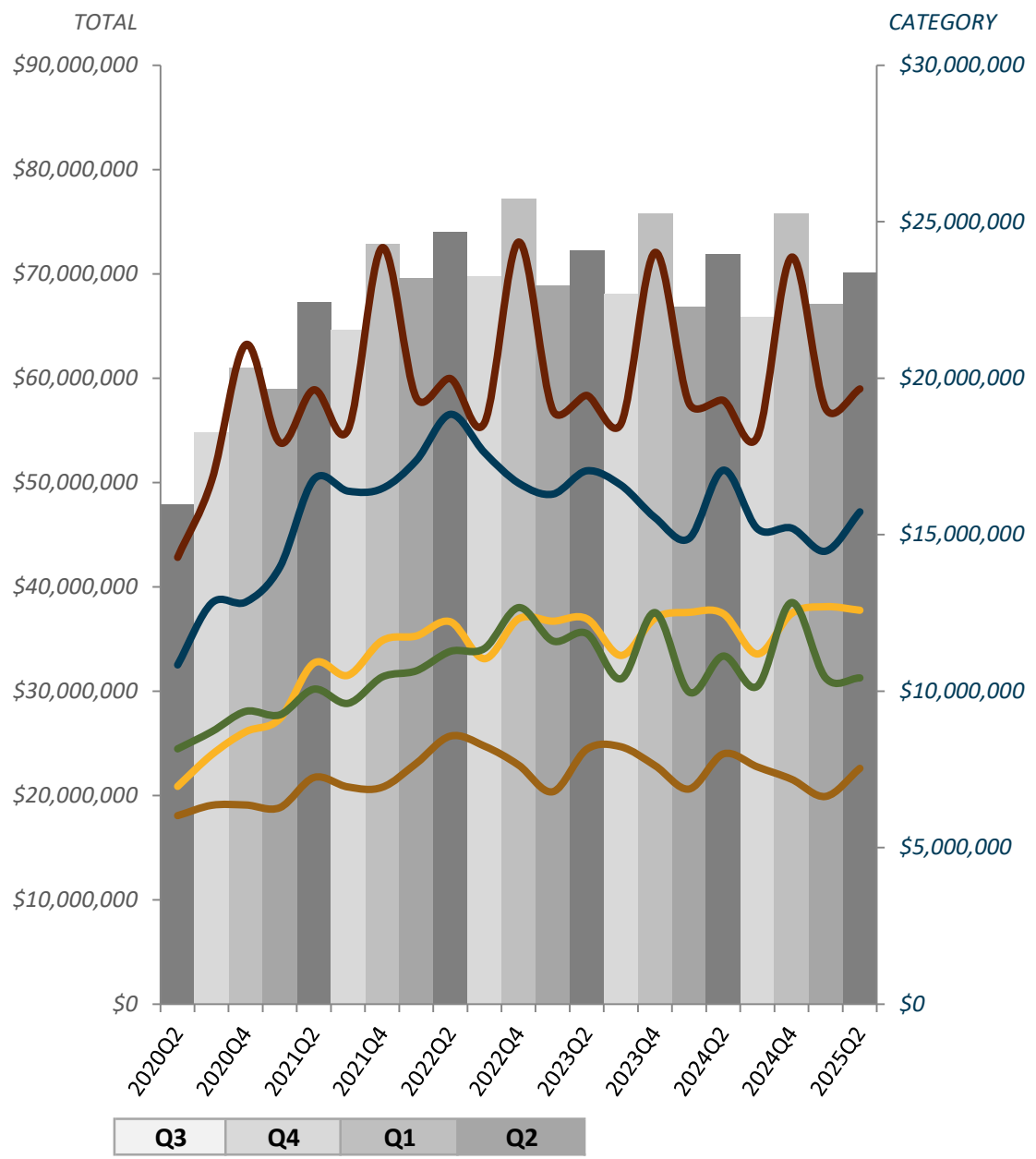
FIVE-YEAR ECONOMIC TREND: General Retail



RCTC: Sales Tax Performance Analysis by Quarter

TOTAL

Economic



TOTAL

2025Q2	QoQ %Δ	QoQ $Δ	YoY %Δ	YoY $Δ
$70,157,312	-2.4%	-$1,739,934	-1.3%	-$3,684,819

GENERAL RETAIL

2025Q2	QoQ %Δ	QoQ $Δ	YoY %Δ	YoY $Δ
$19,666,492	1.9%	$372,781	-0.5%	-$366,347
% of 2025Q2 Total:		28.0%		

FOOD PRODUCTS

2025Q2	QoQ %Δ	QoQ $Δ	YoY %Δ	YoY $Δ
$12,592,408	0.9%	$113,019	1.0%	$487,668
% of Total:	17.9%			

TRANSPORTATION

2025Q2	QoQ %Δ	QoQ $Δ	YoY %Δ	YoY $Δ
$15,730,143	-7.8%	-$1,336,699	-5.4%	-$3,467,062
% of Total:	22.4%			

CONSTRUCTION

2025Q2	QoQ %Δ	QoQ $Δ	YoY %Δ	YoY $Δ
$7,535,293	-5.8%	-$460,327	-5.8%	-$1,781,950
% of Total:	10.7%			

BUSINESS TO BUSINESS

2025Q2	QoQ %Δ	QoQ $Δ	YoY %Δ	YoY $Δ
$10,429,744	-6.3%	-$695,820	-0.3%	-$145,602
% of Total:	14.9%			

QoQ = 25Q2 / 24Q2 *YoY = YE 25Q2 / YE 24Q2*

RCTC: Quarterly Comparison of 2024Q2 and 2025Q2 (April through June Sales)

ATTACHMENT 3

	General Retail	Food Products	Transportation	Construction	Business To Business	Miscellaneous	Apr - Jun 2025 (2025Q2)	Apr - Jun 2024 (2024Q2)	% Chg	Gain	Gain	Decline	Decline
RIVERSIDE COUNTY													
BANNING	13.0%	3.5%	-11.7%	61.1%	-21.5%	-28.4%	**784,976**	797,525	**-1.6%**	Miscellaneous Retail	Bldg.Matls-Whsle	Auto Sales - New	Service Stations
BEAUMONT	10.4%	-0.6%	-9.6%	-4.3%	105.7%	-56.5%	**6,180,805**	5,688,666	**8.7%**	Miscellaneous Retail	Heavy Industry	Service Stations	Bldg.Matls-Retail
BLYTHE	1.8%	-4.6%	-36.5%	-2.5%	-25.9%	-15.4%	**349,089**	427,451	**-18.3%**	Miscellaneous Retail	Bldg.Matls-Whsle	Auto Sales - New	Light Industry
CALIMESA	2.1%	1.8%	-19.6%	-1.7%	-41.6%	6.8%	**346,693**	372,930	**-7.0%**	Miscellaneous Retail	Restaurants	Service Stations	Light Industry
CANYON LAKE	-24.7%	-13.4%	-8.5%	7147.8%	325.7%	139.0%	**97,017**	97,756	**-0.8%**	Business Services	Heavy Industry	Restaurants	Miscellaneous Retail
CATHEDRAL CITY	-3.5%	-9.0%	-4.6%	-10.4%	-0.1%	188.2%	**2,718,918**	2,832,267	**-4.0%**	Miscellaneous Other	Leasing	Auto Sales - New	Service Stations
COACHELLA	-11.1%	-0.4%	-6.5%	-17.8%	-6.1%	-33.4%	**1,085,041**	1,153,253	**-5.9%**	Restaurants	Business Services	Service Stations	Drug Stores
CORONA	-7.6%	2.0%	-9.7%	-7.1%	-2.3%	-33.5%	**12,890,143**	13,706,113	**-6.0%**	Business Services	Chemical Products	Bldg.Matls-Whsle	Service Stations
COUNTY OF RIVERSIDE	-8.3%	1.6%	-16.3%	-17.4%	-16.6%	-5.5%	**10,270,693**	11,375,181	**-9.7%**	Department Stores	Restaurants	Miscellaneous Retail	Bldg.Matls-Whsle
DESERT HOT SPRINGS	17.2%	-1.4%	-19.9%	-37.7%	-86.1%	-40.2%	**488,894**	591,222	**-17.3%**	Miscellaneous Retail	Business Services	Light Industry	Service Stations
EASTVALE	-2.9%	-3.1%	-0.1%	3.5%	-54.8%	-10.3%	**10,408,502**	10,730,377	**-3.0%**	Bldg.Matls-Whsle	Auto Parts/Repair	Miscellaneous Retail	Light Industry
HEMET	7.4%	0.0%	0.1%	-5.6%	-17.8%	-72.6%	**3,453,336**	3,478,830	**-0.7%**	Miscellaneous Retail	Auto Sales - New	Service Stations	Light Industry
INDIAN WELLS	0.2%	6.0%	0.0%	-99.8%	572.1%	1.6%	**388,575**	358,047	**8.5%**	Light Industry	Restaurants	Bldg.Matls-Whsle	Furniture/Appliance
INDIO	9.9%	8.3%	-0.4%	2.1%	-2.4%	59.2%	**4,470,153**	4,279,495	**4.5%**	Restaurants	Auto Sales - New	Service Stations	Food Markets
JURUPA VALLEY	19.6%	12.6%	-15.9%	-6.6%	1.3%	-0.8%	**4,718,045**	4,622,754	**2.1%**	Restaurants	Department Stores	Service Stations	Auto Parts/Repair
LA QUINTA	0.4%	8.2%	-2.6%	-3.9%	2.2%	32.8%	**2,566,273**	2,516,898	**2.0%**	Restaurants	Miscellaneous Retail	Department Stores	Bldg.Matls-Retail
LAKE ELSINORE	-5.2%	-0.5%	7.7%	-6.8%	12.2%	-17.4%	**3,236,685**	3,207,594	**0.9%**	Auto Sales - Used	Heavy Industry	Department Stores	Service Stations
MENIFEE	7.5%	2.7%	-4.7%	-10.2%	12.4%	-23.0%	**2,797,777**	2,769,788	**1.0%**	Miscellaneous Retail	Restaurants	Service Stations	Bldg.Matls-Retail
MORENO VALLEY	-10.6%	2.0%	-3.1%	-1.3%	-45.6%	-11.6%	**6,676,274**	7,239,029	**-7.8%**	Auto Sales - New	Leasing	Miscellaneous Retail	Heavy Industry
MURRIETA	-0.6%	3.7%	1.6%	-6.4%	-0.3%	-24.1%	**5,711,428**	5,713,224	**0.0%**	Auto Sales - Used	Restaurants	Misc. Vehicle Sales	Department Stores
NORCO	22.6%	4.9%	4.8%	17.7%	-0.4%	0.2%	**2,481,594**	2,290,782	**8.3%**	Auto Sales - Used	Apparel Stores	Service Stations	Auto Sales - New
PALM DESERT	-2.9%	-0.4%	-1.4%	2.0%	-1.3%	34.2%	**5,217,153**	5,276,718	**-1.1%**	Furniture/Appliance	Auto Sales - Used	Department Stores	Miscellaneous Retail
PALM SPRINGS	4.2%	-2.2%	-4.4%	-6.1%	1.5%	-10.5%	**3,851,696**	3,905,952	**-1.4%**	Light Industry	Department Stores	Energy Sales	Service Stations
PERRIS	2.4%	-1.5%	-16.8%	-2.7%	-28.7%	-49.0%	**5,938,260**	6,351,876	**-6.5%**	Miscellaneous Retail	Heavy Industry	Business Services	Electronic Equipment
RANCHO MIRAGE	6.3%	2.1%	-18.9%	5.7%	11.7%	-61.5%	**1,493,467**	1,539,588	**-3.0%**	Recreation Products	Leasing	Auto Sales - New	Miscellaneous Other
RIVERSIDE	5.6%	-0.3%	-0.9%	3.8%	-7.8%	-27.3%	**19,291,388**	19,369,398	**-0.4%**	Department Stores	Bldg.Matls-Whsle	Electronic Equipment	Service Stations
SAN JACINTO	14.1%	-7.4%	-11.4%	-4.5%	-17.9%	20.3%	**1,058,948**	1,055,516	**0.3%**	Miscellaneous Retail	Florist/Nursery	Food Markets	Service Stations
TEMECULA	0.9%	-1.4%	-8.1%	3.7%	7.0%	-17.8%	**10,256,565**	10,417,223	**-1.5%**	Light Industry	Miscellaneous Retail	Auto Sales - New	Business Services
WILDOMAR	-3.4%	-1.2%	-3.0%	0.5%	1.9%	1.5%	**665,527**	678,718	**-1.9%**	Miscellaneous Retail	Bldg.Matls-Whsle	Service Stations	Drug Stores

AGENDA ITEM 6E

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 12, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Amy Weston, Accounting Supervisor Jennifer Fuller, Deputy Director of Finance Sergio Vidal, Chief Financial Officer
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Monthly Investment Report

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file the Monthly Investment Report for the month ended August 31, 2025.

BACKGROUND INFORMATION:

The Commission's investment reports reflect investments primarily concentrated in the Riverside County Pooled Investment Fund as well as investments in mutual funds for sales tax revenue bonds debt service payments.

The Commission engaged Payden & Rygel Investment Management to make specific investments for Commission operating funds. The Commission approved an initial agreement with Payden & Rygel in May 2013 following a competitive procurement and has extended the agreement through the annual recurring contracts process.

The monthly investment report for August 2025, as required by state law and Commission policy, reflects the investment activities resulting from the 91 Project, 2021 Financing, and available operating cash. As of August 31, 2025, total cash and investments in the Commission's portfolio totaled approximately $1.82 billion and were comprised of the following:

CASH AND INVESTMENTS PORTFOLIO	AMOUNTS [1]
Operating	$ 1,208,829,882
Trust	337,370,325
Commission-managed	271,839,789
Total	**$ 1,818,039,996**
Note: [1] Unreconciled and unaudited	

As of August 31, 2025, the Commission's cash and investments adhere to both the Commission's investment policy adopted on December 11, 2024, and permitted investments described in the indenture for the Commission's sales tax revenue bonds and the master indenture for the Commission's toll revenue bonds. Additionally, the Commission has adequate cash flows for the next six months.

FISCAL IMPACT:

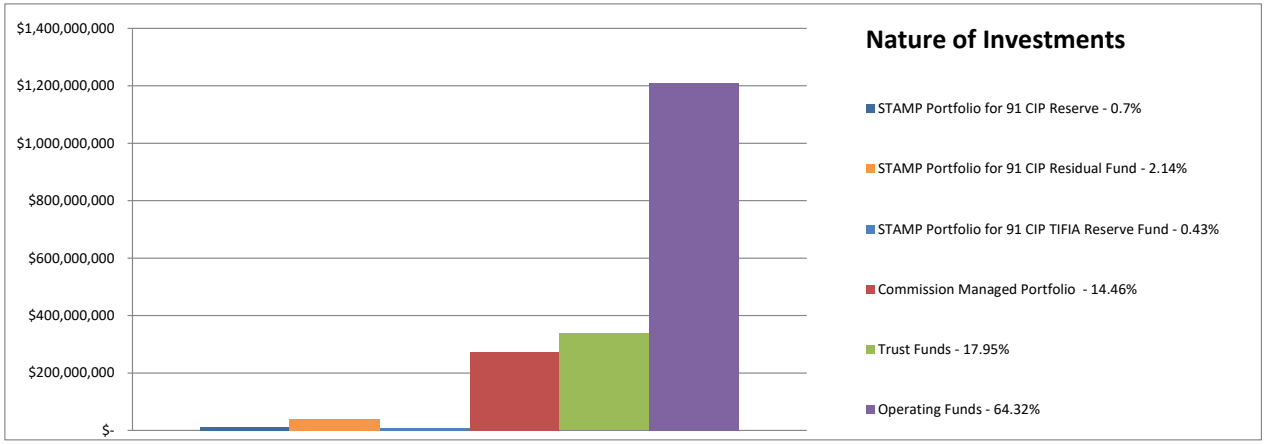
This is an information item. There is no fiscal impact.

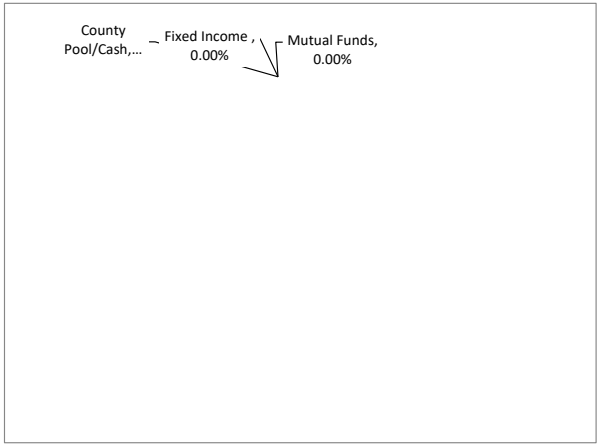
Attachment: Investment Portfolio Report

Riverside County Transportation Commission
Investment Portfolio Report
Period Ended: August 31, 2025

	STATEMENT BALANCE [1]	FINANCIAL INSTUTION	STATEMENTS	RATING MOODYS / S&P	COUPON RATE	PAR VALUE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN (LOSS)
OPERATING FUNDS												
City National Bank Deposits	39,431,620	City National Bank	Available upon request	A3/BBB+	N/A				N/A			
County Treasurer's Pooled Investment Fund	1,169,398,262	County Treasurer	Available upon request	Aaa-bf								
Subtotal Operating Funds	1,208,829,882											
FUNDS HELD IN TRUST												
County Treasurer's Pooled Investment Fund:												
Local Transportation Fund	337,370,325	County Treasurer	Available upon request					Available upon request				
Subtotal Funds Held in Trust	337,370,325											
COMMISSION MANAGED PORTFOLIO												
US Bank Payden & Rygel Operating	60,930,769	US Bank	Available upon request					Available upon request				
2013 Series A & Series B Reserve Fund	13,085,747	US Bank	Available upon request					Available upon request				
2021 Series B Reserve Fund	40,211,899	US Bank	Available upon request					Available upon request				
2021 Series C Reserve Fund	8,010,701	US Bank	Available upon request					Available upon request				
First American Government Obligation Fund	149,600,673	US Bank	Available upon request	N/A	N/A				N/A			
Subtotal Commission Managed Portfolio	271,839,789											
TOTAL All Cash and Investments	**$ 1,818,039,996**											

Notes:
[1] Unreconciled and unaudited





AGENDA ITEM 6F

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 12, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Amy Weston, Accounting Supervisor Jennifer Fuller, Deputy Director of Finance Sergio Vidal, Chief Financial Officer
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Monthly Investment Report

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file the Monthly Investment Report for the month ended September 30, 2025.

BACKGROUND INFORMATION:

The Commission's investment reports reflect investments primarily concentrated in the Riverside County Pooled Investment Fund as well as investments in mutual funds for sales tax revenue bonds debt service payments.

The Commission engaged Payden & Rygel Investment Management to make specific investments for Commission operating funds. The Commission approved an initial agreement with Payden & Rygel in May 2013 following a competitive procurement and has extended the agreement through the annual recurring contracts process.

The monthly investment report for September 2025, as required by state law and Commission policy, reflects the investment activities resulting from the 91 Project, 2021 Financing and available operating cash. As of September 30, 2025, total cash and investments in the Commission's portfolio totaled approximately $1.86 billion and were comprised of the following:

CASH AND INVESTMENTS PORTFOLIO	AMOUNTS [1]
Operating	$ 1,231,024,994
Trust	352,843,524
Commission-managed	280,493,129
Total	**$ 1,864,361,647**
Note: [1] Unreconciled and unaudited	

As of September 30, 2025, the Commission's cash and investments adhere to both the Commission's investment policy adopted on December 11, 2024, and permitted investments described in the indenture for the Commission's sales tax revenue bonds and the master indenture for the Commission's toll revenue bonds. Additionally, the Commission has adequate cash flows for the next six months.

FISCAL IMPACT:

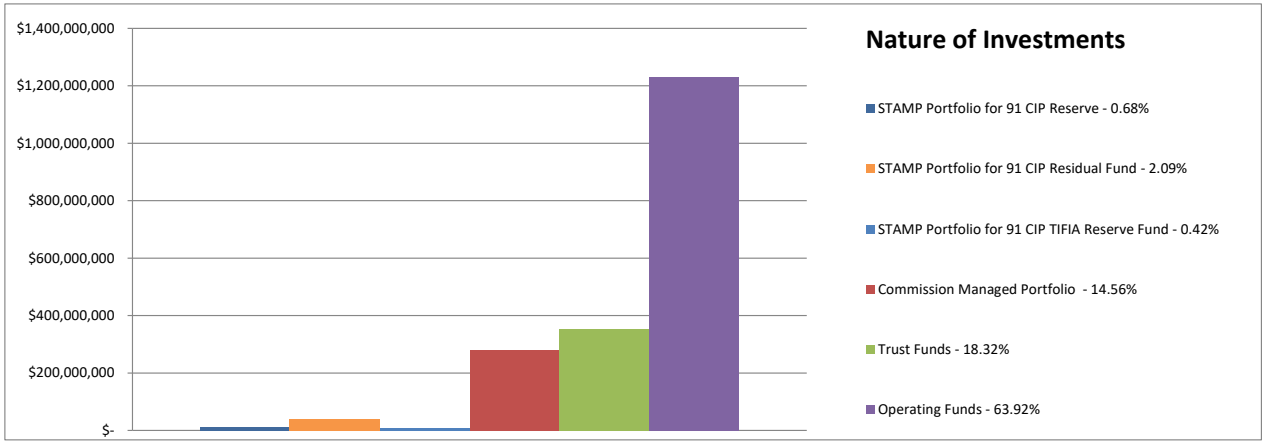
This is an information item. There is no fiscal impact.

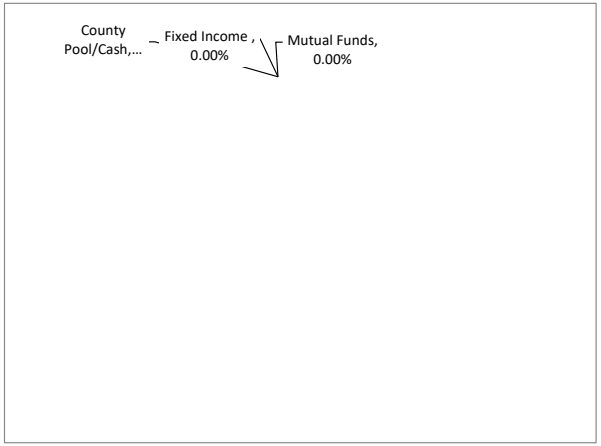
Attachment: Investment Portfolio Report

Riverside County Transportation Commission
Investment Portfolio Report
Period Ended: September 30, 2025

	STATEMENT BALANCE [1]	FINANCIAL INSTUTION	STATEMENTS	RATING MOODYS / S&P	COUPON RATE	PAR VALUE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN (LOSS)
OPERATING FUNDS												
City National Bank Deposits	34,629,299	City National Bank	Available upon request	A3/BBB+	N/A				N/A			
County Treasurer's Pooled Investment Fund	1,196,395,695	County Treasurer	Available upon request	Aaa-bf								
Subtotal Operating Funds	1,231,024,994											
FUNDS HELD IN TRUST												
County Treasurer's Pooled Investment Fund:												
Local Transportation Fund	352,843,524	County Treasurer	Available upon request					Available upon request				
Subtotal Funds Held in Trust	352,843,524											
COMMISSION MANAGED PORTFOLIO												
US Bank Payden & Rygel Operating	61,084,769	US Bank	Available upon request					Available upon request				
2013 Series A & Series B Reserve Fund	13,127,559	US Bank	Available upon request					Available upon request				
2021 Series B Reserve Fund	40,344,720	US Bank	Available upon request					Available upon request				
2021 Series C Reserve Fund	8,037,318	US Bank	Available upon request					Available upon request				
First American Government Obligation Fund	157,898,763	US Bank	Available upon request	N/A	N/A				N/A			
Subtotal Commission Managed Portfolio	280,493,129											
TOTAL All Cash and Investments	**$ 1,864,361,647**											

Notes:
[1] Unreconciled and unaudited





AGENDA ITEM 6G

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 12, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Jonathan Marin, Senior Management Analyst Ariel Alcon Tapia, Public Affairs Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Quarterly Public Engagement Metrics Report, July – September 2025

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file the Quarterly Public Engagement Metrics Report for July through September 2025.

BACKGROUND

The Quarterly Public Engagement Metrics Report delivers a comprehensive, data-driven overview of how effectively the Commission communicates with and engages the public through its various digital communication channels. By analyzing key indicators such as social media engagement, website traffic, and public sentiment, the report offers transparency into how communication resources are utilized to inform and involve Riverside County residents.

These digital tools serve as vital connections between the Commission's projects and programs and the communities they impact. Public Affairs staff strategically use these platforms to highlight significant milestones, share timely construction updates, promote public meetings, and Measure A investments to ensure residents remain informed, engaged, and connected to the work being done in their communities.

During the third quarter of 2025, high-performing content included coverage of the Moreno Valley/March Field Station Improvements Project ribbon cutting ceremony, an RCTC-hosted panel for students in the Women's Transportation Seminar (WTS) Transportation Academy, and the September Rail Safety Campaign.

This report, along with the accompanying Public Engagement Metrics dashboards, summarizes public engagement activities from July through September 2025. Comparative data from the third quarter of 2024 is included to provide context and highlight year-over-year trends, though variations in activity levels may influence comparative outcomes.

This quarter's report includes two sets of data:

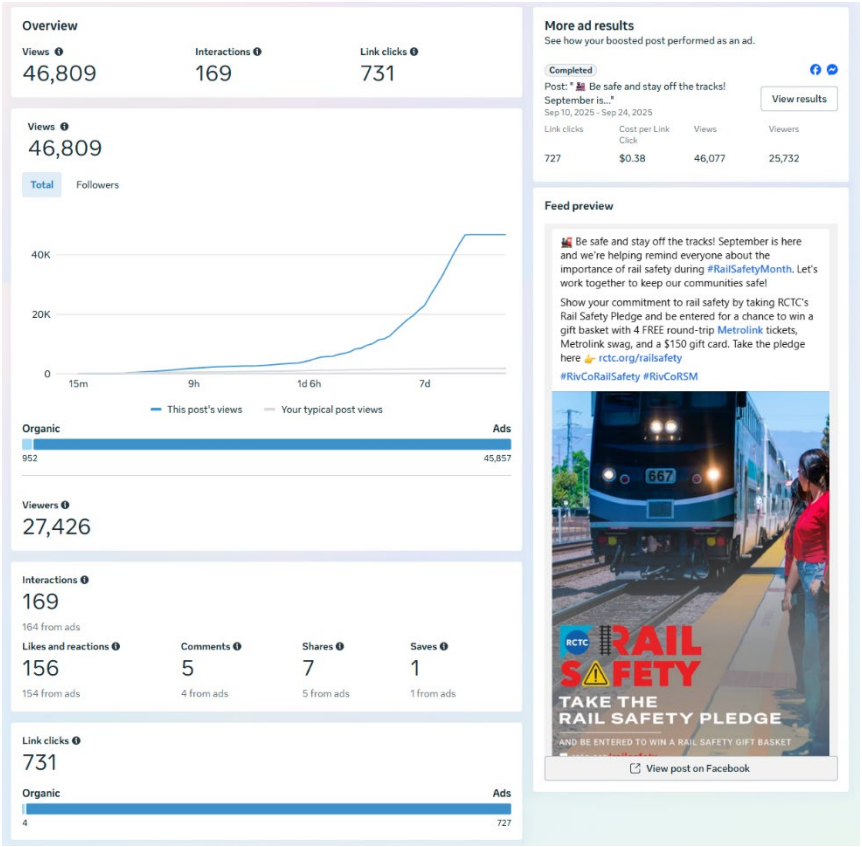
1) Metrics for RCTC's overall public engagement activities including public sentiment on social media; social media followers, engagement, and reach; newsletter activity and subscribers; website use and access; and top pages visited.
2) Metrics for RCTC's 71/91 Interchange Project including email activity, website sessions, and social media following.

RCTC Quarterly Public Engagement

Social Media

Public sentiment during the third quarter of 2025 was generally positive. Content that highlighted the ribbon cutting ceremony for the completion of the Moreno Valley/March Field Station Improvements Project, the painting of the Riverside-La Sierra Metrolink Station, and the Commission's various regional advocacy initiatives sparked high levels of positive engagement during this past quarter. Posts announcing construction closures for the I-15 Smart Freeway Pilot Project received strong engagement with mixed sentiment.

The launch of RCTC's Rail Safety Campaign for Rail Safety Month in September garnered the highest level of engagement across the Commission's social media channels during the third quarter of 2025. The campaign, which encouraged users to learn more about general rail safety and to take the rail safety pledge, was viewed 46,809 times by over 27,000 users.



Comparative metrics for the Commission's social media channels for the third quarter of 2025, versus the third quarter of 2024, are highlighted in the tables below. For context, *engagement* measures the total number of interactions such as likes, comments, shares, and clicks, representing how users react and respond to content. *Reach* is the number of unique users who see the content, indicating how many people had the chance to view the posts. *Impressions* count the number of times content is displayed, regardless of whether it was clicked or engaged with.

Facebook	Q3 2024	Q3 2025	Difference
Followers	14,279	14,634	+355 (+2%)
Engagement	48,053	1,797	-46,256 (-96%)
Reach	515,931	132,317	-386,614 (-74%)

Instagram	Q3 2024	Q3 2025	Difference
Followers	4,884	5,351	+467 (+10%)
Engagement	9,850	553	-9,297 (-94%)
Reach	152,545	26,453	-126,092 (-83%)

LinkedIn	Q3 2024	Q3 2025	Difference
Followers	1,862	2,332	+470 (+25%)
Engagement	566	999	+433 (+77%)
Impressions	54,285	115,419	+61,134 (+113%)

During the third quarter of 2024, extensive social media ads were placed to notify the public about closures of the 91 and 71 freeways as part of RCTC's 71/91 Interchange Project. Due to these ads, there was a large comparative decrease in engagement and reach across the Commission's social media channels for the third quarter of 2025.

The Point E-Newsletter

Public Affairs staff continue to deliver high-quality content for the Commission's blog, *The Point*, to enhance public awareness and strengthen trust and engagement with the Commission's work. Staff publish a variety of compelling stories that showcase the Commission's achievements, key project milestones, successful program implementation, strategic funding initiatives, and timely project closures that impact the public. The blog serves as a vital communication tool that reflects the Commission's commitment to transparency and education.

Stories published for *The Point* during the third quarter of 2025 highlighted the Commission's ribbon cutting celebration for the completion of the Moreno Valley/March Field Station Improvements Project, construction closures as part of the I-15 Smart Freeway Pilot Project, and industry awards for RCTC's Fiscal Year 2024 financial reporting. The story with the highest level of readership during this quarter was titled: *Ride the Train for Free with IE Commuter's "Experience Metrolink" Program*; covering the launch of the new IE Commuter program that offers free Metrolink tickets to Riverside and San Bernardino residents. The story was read 757 times during this period.

Each month, stories are compiled for the Commission's digital newsletter and distributed to email and text subscribers. This year's third quarter newsletter metrics – versus third quarter of 2024 – are highlighted below:

The Point	Q3 2024	Q3 2025	Difference
Email Subscribers	7,167	8,189	+1,022 (+14%)
Text Subscribers	1,459	2,247	+788 (+54%)
Average Open Rate	40.0%	50.1%	+25%
Average Click Rate	3.8%	3.1%	-18.4%

Website

During the third quarter of 2025, the Commission's website hosted 61,024 sessions from 38,872 unique visitors. Over half of the website traffic originated from organic search results. Direct visits – typing in rctc.org into the web browser – made up 36 percent of website sessions. Referrals from email links and external websites, such as The Desert Sun, Metrolink, and Go511, were responsible for 6 percent of website visits, while social media links made up 4 percent of web visitors. Paid digital ads, such as Google, accounted for the remaining 3 percent of this quarter's web traffic. The most visited webpages during the past quarter were the 71/91 Interchange Project construction updates page, followed by the homepage and the I-15 Smart Freeway Pilot Project construction closures page.

Website metrics for the third quarter of 2025 – versus third quarter of 2024 – are highlighted in the table below:

RCTC.org	Q3 2024	Q32025	Difference
Website Sessions	144,542	61,024	-53,912 (-47%)
Unique Visitors	83,814	38,872	-44,942 (-54%)

Several digital ads linking to the Commission's 71/91 construction webpage were deployed during the third quarter of 2024 as part of public outreach efforts for the 91 and 71 freeway closures. As a result, there was a comparative decrease in website sessions and unique visitors for the third quarter of 2025.

71/91 Interchange Project Public Engagement

During the third quarter of 2025, Public Affairs staff continued to notify stakeholders and subscribers about closeout work on the Commission's 71/91 Interchange Project through weekly construction updates. As the project ends, this will be the final metrics report for the 71/91 Interchange Project.

The project's digital engagement metrics for the third quarter of 2025 (versus second quarter of 2025) are highlighted in the table below:

71/91 Project	Q2 2025	Q3 2025	Difference
Email Subscribers	3,664	3,740	+76 (+2%)
Text Subscribers	2,489	2,550	+61 (+2%)
Webpage Visits	22,515	16,875	309,823 Lifetime Total
Emails to Team	4	15	137 Lifetime Total
Facebook Followers	2,586	2,837	+251 (+10%)
Instagram Followers	2,684	2,635	-49 (-2%)

FISCAL IMPACT:

This is an informational item. There is no fiscal impact.

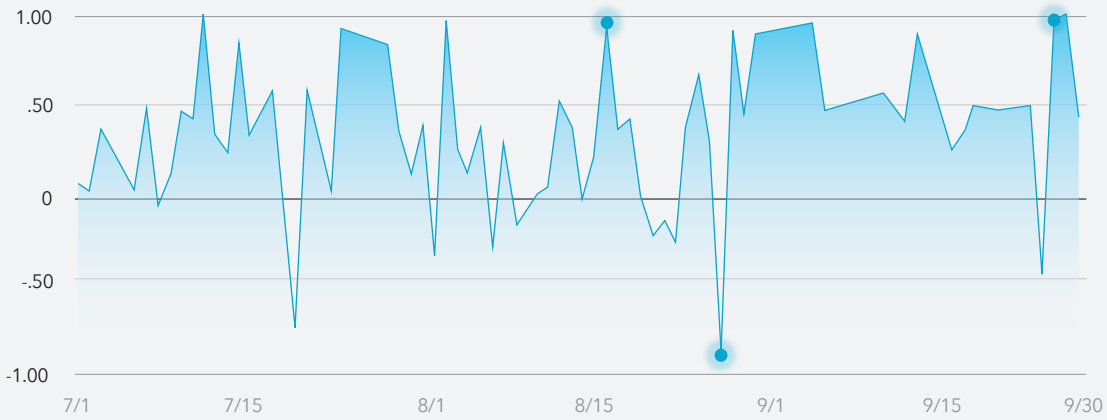
Attachments:
1) RCTC Quarterly Public Engagement Metrics Dashboard
2) 71/91 Interchange Project Quarterly Engagement Metrics Report

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Public Engagement Metrics: Q3 2025

July through September

Public Sentiment



8/15	Positive sentiment and engagement on post highlighting ribbon cutting ceremony for the Moreno Valley/March Field Station Improvements Project
8/26	Negative sentiment stemming from a comment critical of the Santa Ana River Trail
9/28	High level of positive sentiment and engagement on Rail Safety Campaign

Social Media

Facebook

14,634
Followers
+2.5% vs Q3 of 2024

1,797
Engagement
-96% vs Q3 of 2024

132,317
Reach
-74% vs Q3 of 2024

Instagram

5,351
Followers
+9.6% vs Q3 of 2024

553
Engagement
-94% vs Q3 of 2024

26,453
Reach
-83% vs Q3 of 2024

LinkedIn

2,332
Followers
+25% vs Q3 of 2024

999
Engagement
+77% vs Q3 of 2024

115,419
Impressions
+113% vs Q3 of 2024

Website

61,024
Total Sessions
-47% vs Q3 of 2024

38,872
Unique Visitors
-54% vs Q3 of 2024

Sessions by Device

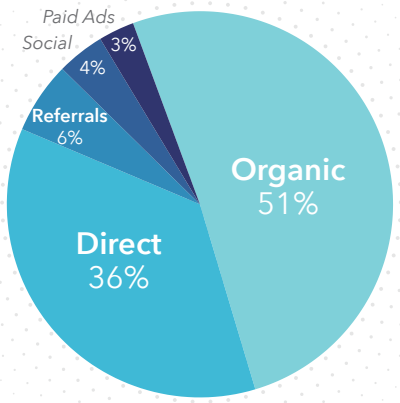
Desktop (52%)

Mobile (48%)
Includes phones and tablets

Top Pages Visited

1. 71/91 Interchange Project Construction Updates
2. Homepage
3. I-15 Smart Freeway Project Construction Closures

Sessions by Channel



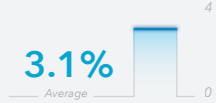
Referrals originated from external websites such as The Desert Sun, Metrolink, and SoCal511.

Newsletter

8,189
Email Subscribers
+14% vs Q3 of 2024

2,247
Text Subscribers
+54% vs Q3 of 2024

Open Rate



Click Rate

Most Read Story

Ride the Train for Free with IE Commuter's "Experience Metrolink" Program
New program invites residents to try Metrolink with free train tickets

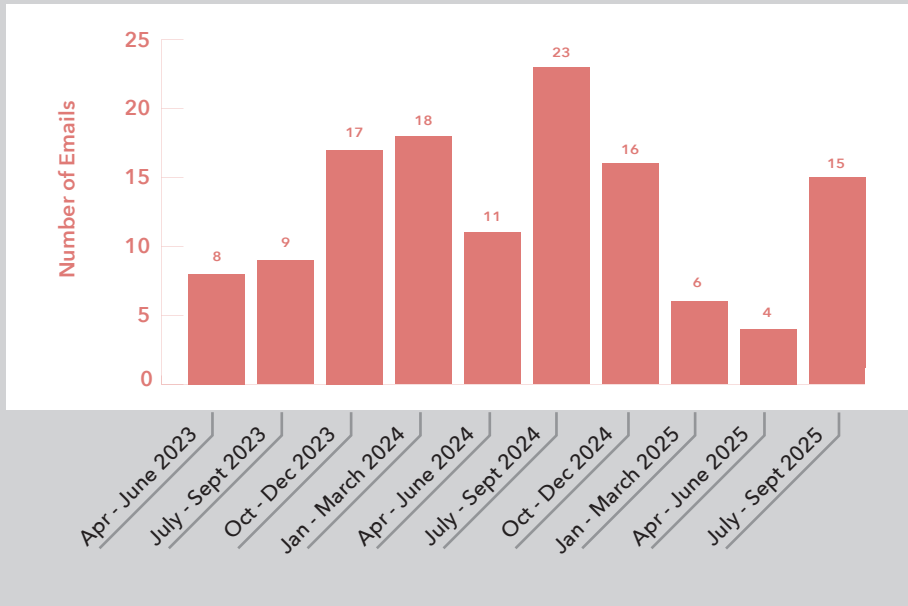
RCTC 71/91 INTERCHANGE PROJECT

71/91 Interchange Project
Quarterly "At-a-Glance" Metrics Report

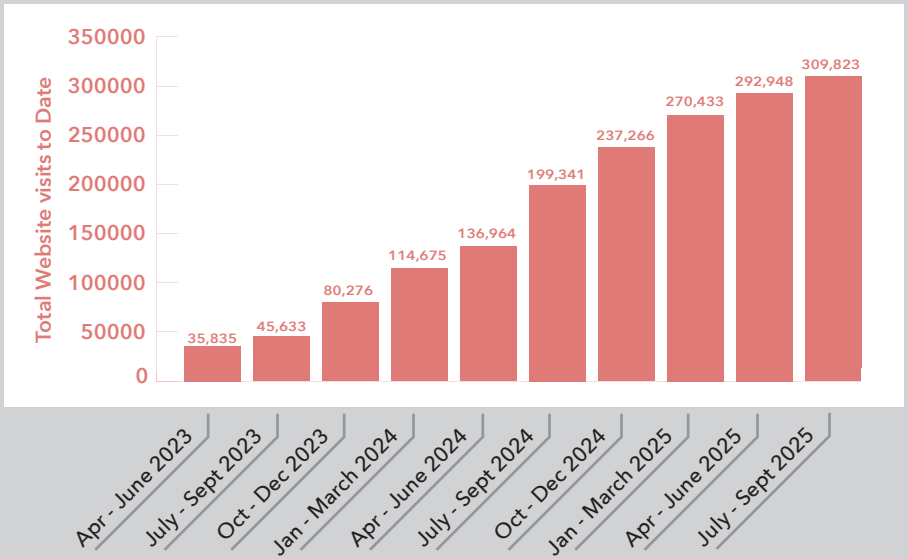
July - September 2025

Email & Text Alert Sign-Ups

Emails to Project Team

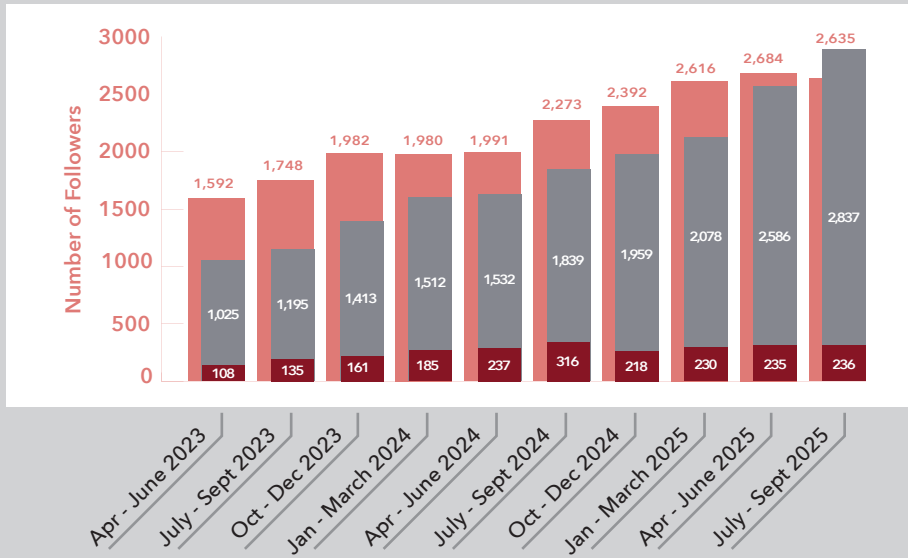


Website Sessions



Includes blog posts and the project, construction update, and closures webpages

Social Media Followers



AGENDA ITEM 6H

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 12, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Eric DeHate, Transit Manager Lorelle Moe-Luna, Multimodal Services Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Citizens and Specialized Transit Advisory Committee Transit Needs Public Hearing Update

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file an update on the Citizens and Specialized Transit Advisory Committee (CSTAC) Transit Needs Public Hearing.

BACKGROUND INFORMATION:

The California State Transportation Development Act (TDA) requires that transportation planning agencies ensure the establishment of a citizens' participation process for each county. This process includes an element in which the California Public Utilities Code (PUC) Section 99238.5(a) states, *"The transportation planning agency shall ensure the establishment and implementation of a citizen participation process appropriate for each county . . . . The process shall include a provision for at least one public hearing in the jurisdiction represented by the social services transportation advisory council."*

The purpose of the public hearing is to garner public participation and solicit input from transit dependent and transit disadvantaged persons, including the elderly, disabled and persons of limited means. The CSTAC fulfills the citizens advisory council and the social services transportation advisory council TDA requirements. It consists of up to 13 members of the public and two (2) Consolidated Transportation Service Agency members from Riverside Transit Agency and SunLine Transit Agency. The committee assists the Commission in fulfilling TDA regulations by promoting transportation service improvements and enhancements that support the mobility of older adults, persons with disabilities, and persons of limited means. It also establishes an effective communication exchange among Riverside County's public transit operators, local specialized transit providers, and representatives from various transit dependent populations regarding matters of mutual concern.

DISCUSSION:

This year the public hearing was held on August 11, 2025, during the CSTAC regularly scheduled meeting. The public hearing was advertised by transit operators, specialized transit providers, and other stakeholders on buses, bus stops and facilities, and social media (see copy of flyer in Attachment 1). Staff also published a 30-day hearing notice in *The Press-Enterprise, The Desert Sun, and The Palo Verde Times* in both English and Spanish as required under PUC Section 99238.5 (a). The following methods were made available to the public to submit comments via oral or written testimony:

1) Email at info@rctc.org.
2) Postal Mail to:
   Riverside County Transportation Commission
   Attn: Transit Needs Public Hearing Comments
   P. O. Box 12008, Riverside, CA 92502-2208
3) Via the website at www.rctc.org/contact-us/.
4) By phone at (951) 787-7141
5) In-person on Monday, August 11, 2025, at the CSTAC meeting at three locations: RCTC Main Office in Riverside, SunLine Transit Agency Office in Thousand Palms, and Palo Verde Valley Transit Agency Office in Blythe. Translation services in American Sign Language and Spanish were made available during the meeting.

There was a total of 22 public comments received, which are provided in Attachment 2. A total of 18 comments were received via the website, two by e-mail, and two in-person.

A summary of the types of comments received include the following:

Public Comment Category	**No. of Comments***	**Geographic Area(s)**
Bus Stop/Station Improvements	4	Western County
Frequency	12	Countywide
Funding	1	Countywide
New Service	12	Countywide
Other	11	Countywide

*Some comments included multiple categories.

Staff has provided the comments to the appropriate transit operator for consideration of future service improvements.

FISCAL IMPACT:

There is no fiscal impact for this item.

Attachments:

1) CSTAC Public Hearing Flyer
2) CSTAC Public Hearing Comment Log 2025

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

PUBLIC HEARING ON RIVERSIDE COUNTY TRANSIT NEEDS

JOIN US!

Monday, August 11, 2025 • 11:00 A.M.

RCTC is holding a public hearing to gather input on transit needs within Riverside County. RCTC and transit operators will use information provided by the public for future transit improvements.

IN PERSON AT 3 LOCATIONS:

RCTC
March Field Conf. Room A
4080 Lemon Street,
3rd Floor, CA 92502-2208

SunLine Transit Agency
Board Room
32505 Harry Oliver Trail
Thousand Palms, CA 92776

Palo Verde Valley Transit Agency
415 N. Main Street, Room A
Blythe, CA 92225

HOW TO SUBMIT A COMMENT:

EMAIL
Email comments to publictransit@rctc.org with *Transit Needs Public Hearing Comments* in the subject line.

MAIL
Your comments to:
RCTC
Attn: Transit Needs
Public Hearing
PO Box 12008
Riverside, CA 92502-2208

Fill out the **ONLINE FORM** at rctc.org/TransitNeeds

CALL (951) 787-7141

¡ACOMPÁÑENOS!

Lunes, 11 de agosto de 2025 • 11:00 A.M.

RCTC está organizando una audiencia pública para coleccionar opiniones sobre las necesidades de transporte en el condado de Riverside. RCTC y los operadores de tránsito utilizarán la información recopilada del público para futuras mejoras de tránsito.

EN PERSONA EN TRES LUGARES:

RCTC
March Field Conf. Room A
4080 Lemon Street,
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SunLine Transit Agency
Board Room
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Palo Verde Valley Transit Agency
415 N. Main Street, Room A
Blythe, CA 92225

¿CÓMO ENVIAR UN COMENTARIO?

Por correo electrónico a info@rctc.org.
Escriba en la línea de asunto "Comentarios para la Audiencia Públicia Sobre Necesidades de Transporte"

Por correro a RCTC
Attn: Transit Needs
Public Hearing
PO Box 12008
Riverside, CA 92502-2208

Complete el formulario en línea en rctc.org/es/TransitNeeds

Llamar al (951) 787-7141

CSTAC Public Hearing Comment Log August 11, 2025

No.	Category	Mode	Public Comment	Name	Community	Date Received	Source
1	Frequency	Bus	Transit service in Beaumont does not run frequently enough and ends too early in the day. I tried to use it instead of my car but it's too inconvenient.	Max C	Beaumont	7/11/2025	Website
2	Funding	Rail, Bus	We need more funding for faster and reliable public transportation and protected bike lanes.	Salvador Torres	Countywide	7/11/2025	Website
3	Frequency, New Service	Rail	I believe moving forward, to improve transit in RivCo, we should take a page out of LA County's book and start investing in rail options! Of course, there would need to be demand for such rapid transit, and a properly researched route to start with, but I believe this county has the resources, the population, and the ability to set up our own rail agency, not just rely on Metrolink!	Damian Crosby	Countywide	7/13/2025	Website
4	Frequency, New Service, Other	Rail, Bus	Speaking out in support of improved transit along the I-15 corridor from Elsinore to Corona, which feels neglected and underserved. Really looking forward to completion of new toll lanes for drivers but also would like to emphasize lack of other available transit options in the corridor, even with toll lanes. Only option is currently RTA 206 with limited and slow service at inconvenient hours for most commuters (i.e. bus service at 4 or 5 in the morning compared to 6,7 or even 8am). Highly recommend exploring Metrolink expansion via old Santa Fe right of way as a long term goal, south of Porphyry and to Alberhill in Elsinore, before right of way is fully built over by development. Can be designed like Metrolink Arrow style service or light rail transit. In the meantime, would suggest considering using smaller buses to set up Bus Rapid Transit line to run via soon to be built toll lanes from Corona Transit Center to Elsinore. Would suggest expanding hours to better suit commuters. I-15 corridor and Elsinore are being built up with more homes and businesses each day. Morning traffic (45-50 minutes minimum from Elsinore to Corona) shows that demand for faster and more convenient mobility is there but sadly not reflected on paper and on current transit services because RTA 206 is too slow, too infrequent and too inconvenient to serve the needs of I-15 corridor and commuters. Personally used to use RTA 206 in the past but stopped using it for precisely aforementioned reasons. Again, highly recommend Bus Rapid Transit a short term goal for corridor alongside planned toll lanes with long term goal of expanded rail service from Elsinore to Corona.	Samuel Mendez	Western County	7/17/2025	Website
5	Other	Rail	My son takes the train a few times a week from corona Main Street station to Santa Ana downtown. He attends Orange County school of the arts.	Jill Nowak	Western County	7/31/2025	Website
6	New Service	Rail	Please open up opportunities for the desert communities to have train services into the Inland Empire.	Wendy Rush	Coachella Valley	8/1/2025	Website
7	Frequency	Rail, Bus	Dear RCTC, Many working people who reside in Riverside County drive solo Monday - Friday to the City of Riverside area including to the University of California, or to the San Diego and Orange County areas. It would be helpful if there were more timely and frequent public transit options for these commuters. The Metrolink train stations in South Perris and Corona and Riverside are far from where most of these commuters who I know live and there are not convenient commuter buses to the train stations from the Temecula area. It would be helpful if RTA could have more frequent rapid or few stop buses such as from Temecula (Route 61 and Route 206) and even to Escondido for connections to major work locations. Thank you.	Camille Mahant	Western County	8/1/2025	Website
8*	Other	Highway	Traffic congestion on the I-15 Freeway through Corona and Temescal Valley needs meaningful improvement. Implementing toll roads is not a sustainable solution. A more effective approach would be to add an additional southbound lane between Ontario Avenue and Weirick Road, which could significantly ease traffic during peak hours.	Monica Daly	Western County	8/4/2025	Website
9*	Other	Highway	Traffic congestion on the I-15 Freeway through Corona and Temescal Valley needs meaningful improvement. Implementing toll roads is not a sustainable solution. A more effective approach would be to add an additional southbound lane between Ontario Avenue and Weirick Road, which could significantly ease traffic during peak hours.	Michael Daly	Western County	8/4/2025	Website
10*	Other	Highway	Traffic congestion on the I-15 Freeway through Corona and Temescal Valley needs meaningful improvement. Implementing toll roads is not a sustainable solution. A more effective approach would be to add an additional southbound lane between Ontario Avenue and Weirick Road, which could significantly ease traffic during peak hours.	Monica Ling	Western County	8/4/2025	Website

CSTAC Public Hearing Comment Log August 11, 2025

No.	Category	Mode	Public Comment	Name	Community	Date Received	Source
11	New Service	Rail	I plan to attend the meeting in Thousand Palms, but in case a conflict arises, here is my multi-part question and comments: Coachella Valley -San Gorgonio Pass Rail Corridor Service Project: 1. This is still listed as a long term project. Is there a more up-to-date status than is what is on your website? 2. I understand this project was moved to, or merged into the FRA Corridor ID Program. Is there any information status on this? 3. Palm Desert has done a study for a station and the City of Coachella is in the process of determining a station location. Are either of these city's plans in the RCTC plan? 4. I am a State Council member to the Rail Passengers Association in Washington, DC (not to be confused with the local regional group RailPAC). One of our many projects is the return of a daily Texas Eagle/Sunset Limited Train on virtually the same route. Does this exist anywhere on the RCTC list of projects? I have been a resident of Rancho Mirage for 25 years. Even in he 1990's there was talk of transit from the LA Metro Area to and from the Coachella Valley. We in the Coachella Valley have been waiting a long time. I am in my 80's. How much longer do we have to wait? In all honesty, can the RCTC tell me how important this is to the powers that be on the RCTC?	Gary Moline	Coachella Valley	8/6/2025	Website
12	Frequency, Other	Rail, Bus	I would love to see more frequency of bus and rail service. I don't use any buses in the Inland Empire because they are too infrequent and it's faster for me to just bike. 15 minute frequencies on all routes would be a nice minimum, but even every 30 minutes on routes like the 14 are better than the 1 hour they are now. It's just so unusable as it is. Increasing service on the 91/Perris Metrolink line (especially on weekends!!!) is also important. I often bike to San Bernardino (from Riverside!) to take an SB train to LA because the 91 line doesn't have options (likewise to get home!). I also would love more bike infrastructure, prioritizing cyclist and pedestrian safety over convenience for drivers. Not sure if that counts as transit but it is important nonetheless. Bike paths in the IE are so often awful for commuting. I regularly go north/south and the Santa Ana river trail is too far West to be useful.	Leo Shahbazian	Western County	8/7/2025	Website
13	Frequency, New Service	Rail, Bus	I am writing to strongly advocate for additional transit services during evening hours. I am a faculty member at UC Riverside who commutes from Los Angeles. I enjoy my time in Riverside but struggle to make my commute work via transit. The most direct challenge is that Metrolink simply does not run westbound toward Los Angeles during the evening in Riverside County. The last direct Metrolink train to Los Angeles from downtown Riverside on weekdays is at 4:00pm (the last train with a connection in San Bernardino is 5:50pm), with the last train on weekends at 8:51am (this is not a typo - Metrolink essentially runs no service to Riverside County on weekends). There have been countless times where I have considered traveling to Riverside to have dinner, attend an event, and have decided not to do so because transit simply does not exist. Nearly every large metropolitan region in the country offers late evening transit services. For example, BART and Caltrain in the San Francisco Bay region offer services until midnight. Metra in the Chicago metropolitan region offers services until midnight every night of the week in both directions. Metro-North and the Long Island Railroad offer services until midnight or later. Southern California stands alone in not offering evening services. Riverside County would see tremendous benefit from providing similar services. Riverside County expends great effort to attract and retain a talented workforce and offering at least minimal transit services would go a long way in that effort. The RTA does provide limited services on Route 200 to Anaheim, but even its last trip westbound is at 8:40pm on weekdays. Taking Route 200 also necessitates a transfer to LA Metro Route 460 at Disneyland, for a combined trip time of well over 3 hours to Los Angeles. The economic development possibility from even basic evening transit service is promising. I strongly urge the RCTC to consider investing in evening transit services. Thank you for your consideration.	Andy Crosby	Western County	8/7/2025	Website
14	Bus Stop/Station Improvements, Frequency, New Service, Other	Rail, Bus	Please see attached letter	David Flores	Countywide	8/9/2025	Email

CSTAC Public Hearing Comment Log August 11, 2025

No.	Category	Mode	Public Comment	Name	Community	Date Received	Source
15	Frequency, New Service	Rail	Thank you for scheduling this public hearing. Riverside County has been suffering with more and more car traffic and congestion as the years go by and as people move into the county. Widening streets and freeways has been proposed time and time again as a solution to alleviate traffic and congestion but as we have all experienced, the traffic and congestion continues shortly after these projects get completed. It is time we propose the actual solution to car traffic and congestion, expanding public transportation with passenger rail infrastructure throughout the county and dedicated bus and streetcar lanes in all cities in Riverside County. This would make our entire county more walkable which would in-turn reduce car traffic and congestion on freeways and streets because there would be competitive alternatives to driving. Right now our transportation infrastructure highly incentivizes residents to drive because that is the fastest way to travel around the county. We can change that by having an interconnected public transit system as a competitive alternative to driving. Two major projects that have already been in the works with RCTC are the Coachella Valley-San Gorgonio Pass Rail Corridor Service Project and the 91/Perris Valley passenger rail expansion to San Jacinto. These two projects as well as other passenger rail projects and projects that make buses and streetcars have their own dedicated lanes should take priority for our transit improvements.	Ruben Montejano	Countywide	8/9/2025	Website
16	Other	Rail, Bus	I would like for transit payment to be more simplified. Recently I went on a trip to Florence, where you could pay for the bus directly with your credit card. Having more connections between cities in the Inland Empire would also be helpful, since I need to go to Colton for school.	Michelle Song	Countywide	8/10/2025	Website
17	Frequency	Rail	We are in need of more frequent Metrolink weekend service on the Inland Empire/Orange County line.	Catrina Choudhry	Western County	8/10/2025	Website
18	Bus Stop/Station Improvements, New Service, Other	Rail	Please see attached letter	Brian Yanity	Countywide	8/10/2025	Email
19	Bus Stop/Station Improvements, Frequency, New Service	Rail, Bus	My name is Victoria and I am a resident of Mead Valley. I would like to briefly list a few things that should be discussed and implemented to better the experience of those that rely on public transportation or those who would like to start using public transportation as an alternative to driving their own car. 1. As we know, it can get exceptionally hot in Riverside County during the summer months. This heat is even worse in areas that are over industrialized and neglected areas with no trees to provide shade near bus stops. There should be some form of shade available at every bus stop either from planting and caring for trees to provide natural shade or have some sort of shade built into the bench provided at bus stops. 2. Personally, I prefer to take the bus or train whenever I can but I find it increasingly difficult to do so because of the lack of diversity in routes and the limited times that these services are available. For example, I currently work in Moreno Valley and while there is a train stop in that area, there are not many buses connecting from that stop to my work. If I were to take the buses offered, it would take me over an hour to get to work by bus, when it would take 5 minutes by car. It would take about an hour to walk. Mead Valley residents usually have to travel pretty far for a good paying job and for entertainment, so it would be nice to have buses and trains that run later to be able to go to art walks in Riverside or to the movies in Moreno Valley since they recently tore down our closest affordable movie theater in Perris. All in all, it would be great to see the commission analyze each area in the county (especially the more isolated, rural areas) to find out what sets them apart, what are there needs, where are they mostly traveling to, and how can we make their commute on public transportation efficient. It would also be great to have the commission at land use planning meetings so that they can support projects that would meet the actual needs of the community so that they don't need to travel so far for the basics. We wouldn't need more buses taking us cities sometimes counties over if we had diverse options available for work, entertainment, food, play, etc here in our community.	Victoria Camarena	Western County	8/10/2025	Website

CSTAC Public Hearing Comment Log August 11, 2025

No.	Category	Mode	Public Comment	Name	Community	Date Received	Source
20	Bus Stop/Station Improvements, Frequency, New Service, Other	Rail	I am writing as a member of Inland Empire Urbanists in support of the recommendations provided in their letter for the Transit Needs Public Hearing. As a resident of neighboring San Bernardino County in Loma Linda and frequent visitor of Riverside County, I want to advocate specifically for better intra-county transportation via bus, rail, and bike networks. In particular, I would like to see service restored and improved on RTA lines that cross the county as well as bus service to the ONT airport and bus service from Moreno Valley to Loma Linda and Redlands to alleviate commuter traffic. In the medium and long term, I would like to advocate for more frequent Metrolink service during weekdays and weekends on the 91/PV Line and IE/OC lines, electrification of the Metrolink line from Fullerton to Riverside, and greater service plans for the Coachella Valley Rail project, which could significantly alleviate commute traffic from Riverside to Loma Linda. Additionally, I support a UC Riverside Metrolink station especially considering the growing enrollment at the UC, light rail or a streetcar in the City of Riverside, Metrolink service to Hemet and Temecula, and pedestrian and bike safety projects across the county. I ask that a greater portion of Measure A funding and I-91 Express Lanes revenue go towards capital improvement projects for Metrolink to enable double- and third-tracking, dedicated right-of-way, and electrification for higher levels of service and speeds similar to Caltrain electrification in NorCal. One of the greatest transportation needs in our region is to provide true transit alternatives to driving, including across county and to other counties. Metrolink electrification and capital improvements would achieve this, far more effectively than highway widening and auxiliary lane additions in the county. For more on Metrolink electrification, read this op-ed written by a Riverside County resident. Our region is one of the fastest growing in the state, and it's important that we prioritize funding and building a strong public transit service to reduce traffic, congestion, and pollution and make commutes and travel easier for residents. I ask that you strongly take into account and incorporate the suggestions of advocates, and thank you for your work towards a transit system that serves current and future riders in Riverside County and the Inland Empire.	Brianna Egan	Western County	8/11/2025	Website
21	New Service	Bus	Paraphrased: I am requesting additional service in Rancho Mirage to fill the gap for SunRide	Michael Harrington	Rancho Mirage	8/11/2025	In person
22	Frequency, New Service, Other	Rail, Bus	Adriana Rizo from IE Urbanists stated the following whch is paraphrased: We need more transit service and better alternatives for those without cars. This includes extending bus service until midnight with more reliable evening operations, as well as consistent hourly service, including on holidays. Improved inter-county connections, particularly between Riverside, Redlands, and the Arrow line are essential. Metrolink service should be expanded, especially on weekends. In the long term, RCTC should prioritize Metrolink improvements such as adding a third track, accelerating service expansion to Coachella Valley and Hemet, and advancing plans for electrification as outlined in the State Rail Plan. Stronger collaboration with BNSF is also critical to improving reliability. Finally, it's disappointing that this meeting is not available in a hybrid format, especially given that it concerns those who rely on public transit and may not have access to a car as equity demands accessible public engagement.	Adriana Rizo	Riverside	8/11/2025	In person

*Same exact comment received under different names and email addresses.

IE URBANISTS

August 7, 2025

Riverside County Transportation Commission
Attn: Transit Needs Public Hearing
P.O. Box 12008
Riverside, CA 92502-2208

Dear Commissioners,

Inland Urbanists is a grassroots organization advocating for more housing, transit, and active transportation in Riverside and San Bernardino Counties. Our vision is for an Inland Empire with cleaner air, more livable, walkable, and affordable neighborhoods, and fewer hours and lives lost due to traffic and car crashes. Reducing car dependency and increasing opportunity for those unable to drive is an important priority for us, and service improvements that make transit attractive to people with cars is critical to this goal. We present to you our priorities for transit needs in Riverside County.

Overall, our primary demand is for more frequent service on conventional bus and rail within the region, with an emphasis on higher density and job-rich areas in the West County that naturally support higher ridership. We also emphasize the need for better transit connections with San Bernardino County and throughout the region. Many Riverside county residents work in adjacent counties, but transit connections between nearby cities are either nonexistent or require several transfers that make the trip in excess of 2x driving. Transit speed is important in addition to frequency, and many of our recommendations involve investing in higher speed options like rail and bus rapid transit, providing one seat rides to more places, and improving transfers. We have broken this down into several categories: short term, for investments that utilize existing infrastructure without significant capital improvements, mid-term, for capital projects that are already planned or require only light investment, and long term for projects that are worthwhile but currently lack specific commitments.

Many of these projects will require new revenue. We support a new revenue measure to replace Measure A, and request that the transit share of revenue be increased relative to Measure A. We also request RCTC support initiatives at the state level to increase state funding for transit operations and for regional transit capital projects, as well as reforms to improve the cost-effectiveness of capital projects. Finally, we request that RCTC consider using toll lane revenue to support parallel transit corridors. For example, revenue from the 91 express lanes should be directed toward the Metrolink IE-OC line and buses in parallel corridors such as RTA Route 1. Any road widenings should also be accompanied by parallel bus service improvements.

In the future, this meeting should provide a remote option to participate. Riverside county is one of the largest counties in the country, and in-person meetings - especially those in the middle of

a workday like this one - exclude those whose perspectives are most needed, including people with disabilities and people without cars living in areas poorly served by transit.

Short term (0-2 years)

- **Reverse pandemic service cuts**, including discontinued lines - for instance, the 208, 210, and 217 buses.
- **Consistent hourly, clockface service** on the RTA 10, 14, and other buses with 75 minute frequencies or less. Having a bus come at a consistent time makes the service easier to use, while more frequent service is more convenient.
- **Extend RTA bus service to midnight** and increase frequency between 8 and 10 pm on high frequency lines such as the 1 and 16. Post-pandemic, transit agencies have seen higher ridership recovery outside of peak hours. Providing more reliable evening service helps better serve restaurant workers and non-commute trips that support our regional economy.
- **Provide weekend service on holidays rather than canceling service**. While transit workers deserve a day off like everyone else, many other workers must still reach their workplaces or travel for leisure activities. RTA should follow the lead of other transit agencies in the region and provide weekend service on holidays rather than cancelling all service.
- **More frequent weekend service on the 91/PV Line and IE/OC lines**. Across the nation, weekend service on commuter rail has recovered better than weekday ridership, yet Metrolink weekend service in Riverside County is paltry and has seen no new investments. Ideally weekend service should be comparable to current weekday service, but at the very least one additional round trip on each service departing around 10:30-11 am and leaving the western terminus around 8:30-9 pm would much better serve weekend leisure travelers.
- **Intra-IE Metrolink Service.** Current Metrolink service patterns are very oriented towards commuting towards LA and do not effectively serve IE residents who travel to adjacent cities. Buses on highly congested freeways cannot compete with cars for time or convenience and are not ideal for the 15-20 mile trips many people make within the region. Arrow service that does not continue on to LA should continue to Riverside, Corona or Perris to increase connectivity within the region, and more IE-OC Line trips should terminate at San Bernardino.
- **New bus service to Ontario Airport.** Riverside is home to the Inland Empire's largest university (UC Riverside) as well as a convention center and the Mission Inn, a major vacation destination, yet has no direct transit connection to the Ontario Airport. Meanwhile, San Bernardino County is investing in multiple transit connections to the airport, the West Valley Connector BRT and the ONT Airport Connector (a dubious project that nevertheless serves a real transit need), with no benefit for Riverside County. The need for such a connection will intensify as the ONT-Rancho Cucamonga area becomes a rail hub with the arrival of Brightline West in 2028 and eventual California High Speed Rail Service. RTA should initiate new bus service as soon as possible with stops at ONT, Downtown Riverside, Vine Street Mobility Hub, and UCR. This could be achieved by rerouting the RTA 204, or through a new bus route.

- **New Bus service to Redlands and Loma Linda via Reche Canyon**. Moreno Valley needs better transit access to jobs and destinations in Loma Linda and Redlands, and Reche Canyon is highly congested at peak hours. Providing a one-seat ride from Moreno Valley to these destinations will decrease traffic and make transit more convenient.

Mid Term (5-10 years)

- **Fare coordination.** Free transfers are currently in place between LA Metro and Metrolink, but not RTA or Omnitrans. Metro, Metrolink, OC Bus, OmniTrans, Foothill Transit, and RTA should use a single payment card (e.g., the TAP card) that enables free transfers between services. This would make regional transit more convenient and affordable and potentially increase ridership.
- **Bus Lanes**. While neighboring Omnitrans has several bus lanes, Riverside County has none. Bus lanes improve bus speed and reliability, especially when coupled with transit signal priority. University and Magnolia Aves are priorities due to high levels of transit service. Bus lanes also provide safer travel for cyclists compared to existing narrow, unprotected bike lanes on these corridors.
- **Riverside-Fullerton 3rd track**. The 91 freeway is one of the most congested highways in the country, and service on the Metrolink IE/OC and 91/Perris Valley lines is insufficient to provide relief. However, these routes are capacity constrained between Riverside and Fullerton due to freight activity and lack of slots. This whole section should be triple-tracked, or at least enough passing sidings to allow 15 minute frequencies, as called for in the State Rail Plan. Ensure that all related infrastructure improvements (e.g. the 3rd St. Underpass) are wide enough for 4 tracks.
- **Increase neighborhood connectivity at Downtown Riverside Metrolink.** The Downtown Riverside station is only accessible at the north and south, and the 14th street entrance puts out on a bike-and pedestrian hostile street with no crosswalk, bike lanes, or destinations (including housing) for a few blocks. The north entrance is more pedestrian friendly but still requires several blocks of detour to access housing and retail in both the Eastside neighborhood and the job-rich downtown. RCTC should redesign the Downtown Metrolink station to allow platform access from the east.
- **Pulse Scheduling for intra-IE trips.** RCTC should support and fund planned Metrolink service increases to 30 and eventually 15 minute frequencies. Along with increased service, RCTC should advocate and plan for pulsed scheduling at Downtown Riverside and Downtown San Bernardino that provide quick, convenient transfers.
- **Accelerate Rail to Hemet.** San Jacinto, Menifee, and nearby areas have experienced some of the state's highest population growth in recent years, and have seen investments in highway widening, but have seen comparatively little transit investment. This disparity in investment worsens traffic, VMT, air quality, and transportation costs for residents. RCTC needs to move faster on implementing a rail extension to San Jacinto that would include stops in Romoland/Menifee, Hemet, and San Jacinto.
- **Electrify Fullerton-Riverside Metrolink.** Overhead electrification cuts travel time and increases frequency due to faster acceleration compared to diesel trains, while lower maintenance and fuel costs also enable better service. Caltrain has seen some of the

highest ridership recovery of any commuter rail agency in the nation following electrification and new service improvements. Benefits for ridership and traffic reduction on Metrolink would be substantial. The California High Speed Rail Authority has extracted an agreement to electrify portions of the BNSF mainline between Los Angeles and Fullerton, and RCTC should pursue a similar agreement for Fullerton-Riverside. RCTC could either also electrify the ROW it owns between Downtown Riverside and Perris, allowing for fully wired operations on the 91/Perris Valley line, or operate battery electric multiple units with in motion charging that could operate off-wire past Downtown Riverside, depending on future planned service. Electrification from Fullerton-Riverside is part of the State Rail Plan and supports future High Speed Rail investments.

- **Night Service.** RTA should initiate new, night bus service on a skeleton of the daytime service focused around access to Downtown Riverside entertainment. Downtown Riverside is a hub for nightlife, but has no transit access after 10 pm, encouraging drunk driving and imposing high costs on low-wage service workers who have no option but to drive to and from work.
- **Higher Levels of Service on Coachella Valley Rail**. We are in strong support of the Coachella Valley Rail project, however the proposed 2 trains a day is inadequate and does not justify the investment. The Banning/Beaumont/Cabazon area is rapidly growing and has few transit options, but 2 trains a day is not adequate to serve commuters traveling to LA or western portions of the Inland Empire. RCTC should consider offering both commuter-oriented and express service on the new route.
- **Increase bus frequency across the system.** All buses should run all day with at least 15 minute peak frequencies. This will require new revenue, and RCTC should actively explore revenue sources including tax increases at the ballot box as well as state funding. Higher service has the potential to create a virtuous cycle of higher ridership and higher revenue. Brampton, Ontario, a suburb of Toronto with a similar population and land use to the Inland Empire, increased transit ridership by 288% between 2004 and 2018 after investing in high frequency bus service and connections to regional rail.

<u>Long Term (20 years)</u>

- **Reroute the Riverside Line to the Alhambra Subdivision.** The Riverside Line has the lowest ridership in the Metrolink system due to infrequent service, and Riverside remains poorly connected to the job-rich San Gabriel Valley by transit *or* road, with the 71 a major bottleneck for traffic. The Riverside Line's poor service is due to high levels of freight traffic, and separating freight and passenger service between the Los Angeles and Alhambra subdivisions would allow higher levels of service and better reliability. Moving passenger service to Alhambra subdivision would provide new stops in areas with more population or destinations including Downtown Ontario, La Puente, Walnut, and Alhambra. This project should also include construction of a new rail spur to Ontario Airport to connect Riverside to ONT and Brightline High Speed Rail.
- **Regional Metrolink Service to Temecula.** High Speed Rail Phase 2 will connect to San Diego via Riverside County. Temecula and Murrieta are rapidly growing parts of the county and increasingly part of the San Diego commute shed, but lack rail transit, leading to increasing congestion on the 15. The construction of this new right of way

has tremendous potential for new regional service in currently underserved regions, e.g. by allowing for new regional rail service between Temecula, Riverside, Corona, San Diego, and Los Angeles. RCTC should advocate for the project and engage early to ensure that route selection and designs are optimized for local service and new stations that will maximize ridership.

- **Further increase peak bus frequency to every 5 minutes**
- **Downtown Riverside/I-91 pedestrian bridge**. While the Downtown Riverside Metrolink station is close as the crow flies to destinations and job centers, it is nearly a mile away by foot due to the lack of pedestrian crossings between Mission Inn and 14th street, discouraging use of the station. While it will not be a simple project, a pedestrian bridge over the 91 freeway connecting the Vine St. Mobility hub to 12th St. would improve connectivity and increase transit usage.
- **Riverside Light Rail:** In the long term, bus lane corridors in Riverside should be converted to light rail to improve speed and capacity along high use University and Magnolia avenues, reviving plans proposed by former mayor Rusty Bailey.
- **UC Riverside Metrolink Station**. The Hunter Park Metrolink station has low ridership due to its distance from destinations, and does not adequately serve UC Riverside. RCTC should consider an infill station on the 91/Perris Valley Line somewhere between Blaine and Mt. Vernon streets. While community concerns about parking and noise previously killed a UCR station, the Hunter Park station as well as new, underutilized UCR-owned parking lots on Blaine Street should more than adequately fill demand for park and ride. Metrolink electrification would also reduce noise impacts.

We hope RCTC will take these ideas into consideration and work to immediately implement short term proposals, while committing to planning, searching for funding, and aligning state-level lobbying for the longer term proposals.

Sincerely,
David Flores
Organizer, Inland Empire Urbanists

RailPAC
Rail Passenger Association
of California and Nevada

P.O. Box 22344
San Francisco CA 94122

www.railpac.org

August 10, 2025

To: Riverside County Transportation Commission

Submitted by email to: publictransit@rctc.org

Attn: Transit Needs Public Hearing/ Comment on rail and transit in Riverside County

The Rail Passengers Association of California and Nevada (RailPAC) is pleased to offer these comments to the Riverside County Transportation Commission (RCTC) on the transit needs within Riverside County. These comments are largely same in a March 31, 2024 letter from RailPAC to RCTC on the draft Traffic Relief Plan (TRP). RailPAC is a 501c3 volunteer group of railroad professionals and advocates that has campaigned for improved personal mobility in California and the west since 1978.

Riverside County is a strategically important location for rail transportation in California, and the West. Both the Union Pacific (UP) Railroad and BNSF Railway's main lines east from Southern California to the rest of nation pass through the county. Therefore, investments in Riverside County rail infrastructure are key to maximizing the benefits of passenger and freight rail throughout Southern California, and along interstate rail networks far from California: the UP Sunset Route to New Orleans, and the BNSF Southern Transcon to Chicago. These vital transcontinental mainlines host the Amtrak *Sunset Limited* and the Amtrak *Southwest Chief*, respectively. Rail infrastructure investments will improve not only regional passenger rail such as Metrolink and the future intra-California passenger trains to the Coachella and Imperial valleys, but also new trains between Southern California and Arizona, and increased frequency on the *Sunset Limited* and other long-distance routes. Improved rail connections to the rest of the country will provide significant economic and environmental benefits to Riverside County.

Regional and intercity passenger rail must be developed as a cornerstone of Southern California's transportation and land use investments between now and the year 2050. RailPAC sees enhanced regional and intercity passenger rail as critical, along with complementary improvements in the freight rail system. Aside from the obvious publics benefits of reducing air pollution, getting cars off the road and providing additional transportation capacity, efficient passenger rail travel is vital to California's economic well-being. The livelihood and security of all Californians cannot be dependent upon increasingly congested and deteriorating highways, rail networks and airports. The needs of non-drivers are just as important as those of drivers. Millions of residents in Southern California do not drive because they are too young or too old, have a medical condition that prevents them from driving, or cannot afford a car/truck or the fuel needed for all trips. Rail and transit should be viewed in this context. Thus, representation of 'non-drivers' is needed in Riverside County's transportation decision-making.

RailPAC has always focused on intercity passenger service and regional rail. While it is important to move large numbers of people short distances by local transit, it is equally beneficial to move smaller numbers of passengers over relatively longer distances. An intercity train journey of 50 miles or more is the equivalent of a dozen or so local transit journeys in terms of vehicle miles avoided. Southern California is also behind in the fight against air pollution, including greenhouse gas emissions as transportation emissions rise while those of other sectors decline. Regionwide rail electrification is long overdue. Given the long timeline needed to implement rail projects, the more "front end" planning and initial rail project funding we do now, the better.

Coachella Valley Rail

RailPAC applauds this effort to advance additional intercity rail service between Los Angeles Union Station ("LAUS") and the Coachella Valley. This new rail service has long been a goal of our organization, the California State Rail Plan, and Riverside County, and has been studied at least seven times by public agencies since the early 1990s.

RailPAC has been pleased to see RCTC lead the development of the Coachella Valley-San Gorgonio Pass Rail Corridor Service Project. RailPAC also wants to emphasize how this project can open the door for future projects and goals much greater than the initially proposed new passenger rail service of two daily round-trip LAUS-Coachella Valley trains. We strongly encourage RCTC to initiate the service with more than two roundtrips per day (at least six), and to build the new third-mainline track to 90-110 mph train speed specifications. Our feeling is that these infrastructure enhancements would not add that much cost to the overall program but would more than double the benefit to the travelling public and to the regional economy and environment.

RailPAC believes that it is also essential for plans to upgrade rail capacity through San Gorgonio Pass and the Coachella Valley to include upgrading the existing Amtrak *Sunset Limited* (which goes from LA to New Orleans via Palm Springs) to daily service, up from the current three days per week. A daily *Sunset Limited* would greatly benefit the Coachella Valley. Amtrak should also add Indio as a stop on the *Sunset Limited/Texas Eagle.* New regional California-Arizona passenger trains (LA-Coachella Valley-Phoenix-Tucson) are needed as well.

RCTC will hopefully soon update the CVR Service Development Plan (and complete Step 2 of Corridor ID program), and then release the Tier II EIS/EIR and engineering phase to get the project 'shovel ready'. This year and next year will be the time for RCTC and its partners to secure as many passenger train slots as possible from the Union Pacific (UP) Railroad, utilizing the proposed new Colton-Coachella third mainline track (not just for CVR, but also daily *Sunset Limited* and new Arizona and Imperial Valley regional trains).

In the near term, RCTC should work with the LOSSAN Rail Corridor Agency, Caltrans, and Imperial County to expand existing Amtrak Thruway bus #39 service by adding more daily frequencies (up from the current 2/day) to Palm Springs/Indio, and an extension of at least one of these route #39 bus daily round trips to Calexico.

Coachella Valley special festival trains

Special trains to the Coachella and Stagecoach music festivals in Indio should be supported by RCTC and its partners. More than 125,000 people descend on the Coachella Valley each of the three weekends in April that the annual events take place, causing massive traffic jams Thursday through Monday that would be mitigated by passenger train service.

For the 2020 Coachella music festival, RCTC and the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency requested access to run special Amtrak trains to the music festivals. The 10-car train would have operated on *Pacific Surfliner* equipment, with each trip accommodating up to 750 passengers. The Coachella special event train was planned to have two daily round-trips between LAUS and a newly constructed platform in Indio, with a connecting shuttle to the festival grounds at the Empire Polo Club. A similar train operated in 2008, when festival promoter Goldenvoice cut a one-year deal with Amtrak for the Coachella Express between LA and Indio. The train featured a makeshift dance floor, and passengers were treated to live DJ sets. Amtrak management coordinated this with UP.

In 2019, the California State Transportation Agency awarded a $5.9 million State Rail Assistance program grant to RCTC for constructing a 900-foot train station platform, station siding track, and pedestrian facilities in Indio. RCTC contributed an additional $2.7 million to build the $8.6 million project, which included the station improvements along with operating expenses for the special event train between 2021 and 2025. While originally planned to start in April 2020, delays (including protracted negotiations with the host railroad Union Pacific) prevented it from taking off in time, even before the festivals were cancelled due to COVID-19. Based on the current circumstances and discussions with the host railroads, this project is currently on hold until some future date. RCTC should again work with Goldenvoice, Amtrak and UP to implement a festival train, before opening of the regular CVR service. It would be a great promotion for the future CVR service.

Palm Springs station sand management plan

In addition to stations listed below, a durable long-term solution is needed for the recurring sand issues at the Palm Springs station. Amtrak *Sunset Limited* service has been bypassing Palm Springs for extended periods in the past few years. When this happens, then there is no *Sunset Limited* train access at all in Riverside County, underscoring the importance of adding an Indio station to the *Sunset Limited*. Sand around the Palm Springs area could be a risk to higher track speeds for future passenger trains. Discussions on this issue are ongoing between the City of Palm Springs, Amtrak and UP. In late 2023, RCTC submitted an application for federal PROTECT climate resiliency grant in cooperation with Amtrak, although was not successful in receiving grant funds. RCTC must continue to work with UP, Amtrak and the City of Palm Springs on a permanent solution to the sand problem at the station.

New CVR stations

In addition to the stations listed below, there are ongoing efforts to address stations with a study work moving forward in the City of Coachella and the City of Palm Desert.

Loma Linda station-

In the Tier II studies, RCTC needs to work closely with San Bernardino County Transportation Authority (SBCTA) and local stakeholders on the Loma Linda station, which showed good ridership potential in the initial studies.

Corona station-

RCTC has not looked into a Corona North-Main stop for CVR service during the Tier I environmental studies, but RailPAC recommends that it should be investigated during the Tier II study and design work.

Indio station-

In February 2020, the Indio City Council approved a feasibility study of multimodal transportation center built around a future train station. The new full-service Indio passenger rail station is proposed to be built around an initial platform development for special music festival service. It is centrally located in downtown Indio, where Indio Boulevard intersects Jackson Street. The new Indio train station is a centerpiece of the city's plans to revitalize the downtown area. The site is the same location as the historic station opened by the Southern Pacific in 1876. It was a stop on the *Sunset Limited* until being discontinued in 1998 by Amtrak. It is presently a Greyhound/Flix bus station adjacent to sidings along Union Pacific's Sunset Route mainline currently used for storing freight cars. Bus services can also be expanded in the future.

Third Mainline Track from Colton to Coachella

RailPAC fully supports the construction of a new third mainline track along 76 miles of the existing UP Yuma Subdivision between Colton and Coachella. Given the capital costs of the third mainline track proposed from Colton to Coachella, RailPAC wants to emphasize the variety of benefits to passenger and freight rail that are possible with this investment in additional track capacity. Any proposed regional rail service in the CVR corridor, and the capital improvements associated with it, must be recognized as a building block for future expansion. The initiatives described below would add significant public value to any capital grant request for a Colton-Coachella third mainline track.

Greater frequency and speed of CVR passenger trains-

Improvements to the level of CVR service evaluated by the Tier 1 Program EIS/EIR recommended by RailPAC, would be enabled by the third mainline track: far greater frequency (minimum of 6 roundtrips per day, preferably 12 or more) and higher speed (a goal of at least 60 mph *average* speed, up from the roughly 40 mph initially proposed). Fast and frequent service, competitive with driving, is essential to attract a rail ridership significant enough to provide major public benefits of reduced traffic congestion and pollution on the I-10 corridor.

The new LA-Coachella Valley passenger service could potentially be operated by Amtrak, similar to other state intercity rail corridors within California. RCTC's draft plan has an initial proposed frequency of two or three daily round trips using conventional diesel locomotive technology, similar to that used by Amtrak and Metrolink. The initially proposed travel times would be about 3 hours, 15 minutes in each direction, or an overall average speed of about 40 mph due to the need to interface with freight traffic and climb over the San Gorgonia pass. This is 30 to 60 minutes slower than driving, depending on the day of the week and the time of day.

Fast, frequent, and reliable service is essential to attract a rail ridership significant enough to provide major public benefits of reduced traffic congestion and pollution on the I-10 corridor. Passenger rail advocates have called for a higher frequency than the two or three daily round trips proposed by the 2016 plan, along with high speeds. As stated by then-RailPAC President Paul Dyson in a commentary in the Q3 2017 of RailPAC's magazine *Steel Wheels*, "The County's draft plan to add just two or three round trips a day is a waste of money and will not be successful. Trains with an average speed of 40 mph are simply not competitive, given the additional first and last mile legs of any rail journey. …We must aim higher".

RailPAC recommends that 'higher speed' options (90-110 mph where feasible) be studied for CVR. The desert portion is a clear candidate since it's where several support elements for Class 7+ tracks (i.e. long straight stretches, fully grade-separated) already exist. And, of course, eight minutes here, five minutes there, seven minutes somewhere else all add up to more competitive and enticing travel times. The 34-mile segment of the UP Yuma Subdivision between Tipton Road in Whitewater and Coachella, which is already entirely grade separated, with an overall grade of 0.7% (dropping 1,200 ft. in elevation over those 34 miles), should be feasible for faster track. If UP resists any track rating more than 79 mph since UP crews would be doing maintenance ("don't want to do 'extra work' "/ "have more liability"), then RCTC and Amtrak should push back and seek funding to support this higher level of maintenance on the UP-owned right-of-way. There is an existing example of 110 mph trains on UP-owned track on the Chicago-St. Louis Corridor.

The Service Development Plan is separate but related to the EIS/EIR process and required by the Passenger Rail Investment and Improvement Act of 2008 (PRIIA). It is focused on operations: costs, ridership. However, it should not be hard to update it with more than two roundtrips. With the Tier II

project-level document, environmental clearance should include additional service, an order of magnitude greater than two roundtrips per day. The plans for frequent service need to be in place long before the first CVR trains run.

Purportedly it is the Federal PRIIA law, relating to 'no impact' to freight operations, that is limiting RCTC to proposing only two roundtrips a day. This minimal level of service was initially proposed service from alternative analysis started in 2013-2014, using existing infrastructure (two existing UP mainline tracks between Colton and Coachella). The strategy at the outset was to follow PRIIA rules, while doing the new service with existing infrastructure. However, the Rail Traffic Controller models reportedly showed that even with just two roundtrips per day, the service was going to impact UP freight movement. Thus, it was determined that a third mainline track for passenger trains would be necessary for the full Colton-Coachella length of nearly 80 miles. If UP were to insist on a third Colton-Coachella mainline track for any new passenger rail service to begin, then this is yet again another opportunity to plan for far more frequency of passenger trains in the initial CVR service. RailPAC recognizes that there needs to be action on the Federal level (e.g. reforming PRIIA, Surface Transportation Board regulation of the Class Is) to provide greater speed and frequency that we advocates want. However, a $2 billion capital cost for CVR, and six to seven years for planning, is far too much to result in a service of two roundtrips per day and is likely to remain elusively uncompetitive for grants. To provide the most benefit to this huge public investment, RCTC should plan for further increases, which along with complimenting services, should total a dozen LA-Coachella roundtrips:

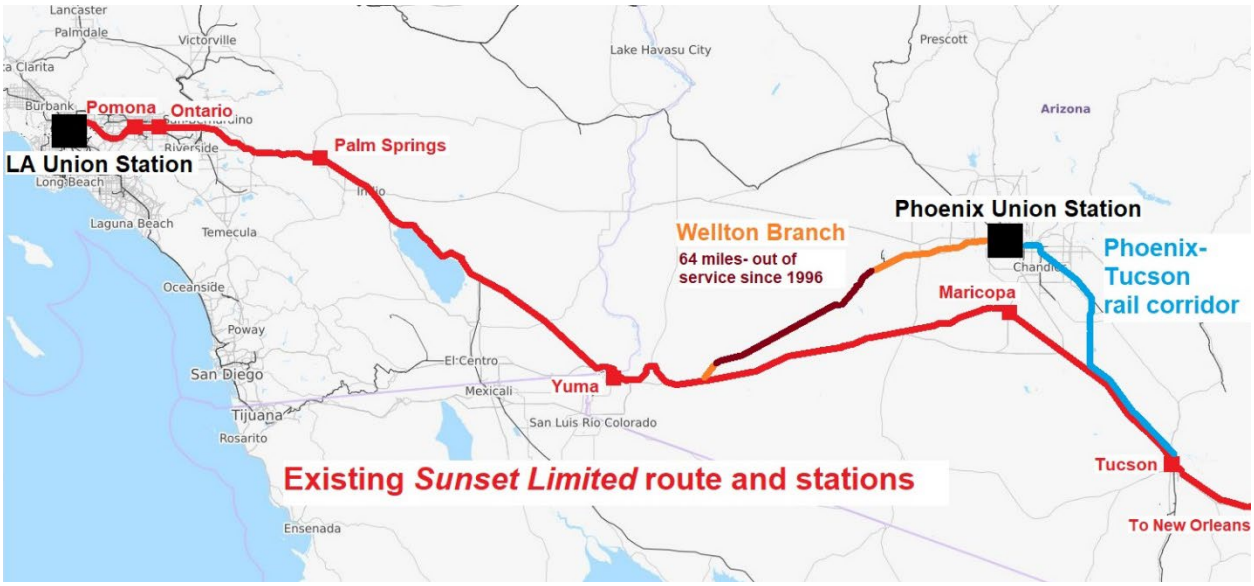
- (4) LA-Coachella (only)
- (5) LA-Coachella-Calexico
- (2) LA-Coachella-Phoenix-Tucson-(Nogales)
- (1) Daily Amtrak *Sunset Limited*

Three tracks between Colton and Coachella, combined with completion of double track in Imperial County (between Coachella and Yuma), and reopening of Arizona's Wellton Branch, should be more than enough capacity to allow all of the above services listed. In order for RCTC to "sell" the $2 billion capital cost of CVR to local taxpayers and to state and federal funders, it is helpful to emphasize that the more passenger train services enabled by the Colton-Coachella 3rd track, the better—especially those which connect Western Riverside County and the LA mega-region with not only the Coachella Valley but also the Imperial Valley, Arizona, and national network destinations via the Amtrak *Sunset Limited*.

Daily Amtrak Sunset Limited-

Increase of the frequency of Amtrak's *Sunset Limited* to New Orleans (via Tucson, El Paso, San Antonio and Houston) from tri-weekly to daily service has long been a goal of RailPAC. The train also provides through service to Chicago via Austin, Fort Worth, Dallas, Little Rock and Saint Louis on the *Texas Eagle* (with a section of cars splitting at San Antonio). Of the multiple congestion bottlenecks along the *Sunset Limited* route between LA Union Station and New Orleans, which purportedly need to be addressed to allow daily service of this long-distance Amtrak train, the San Gorgonio Pass/Coachella Valley segment in Southern California is among the most important. The Colton-Coachella third track proposed for CVR offers the solution. RCTC also has leased track access and slots from the freight railroads for Metrolink trains since the early 1990s on the BNSF San Bernardino Subdivision between LA, Fullerton, Riverside, Colton and San Bernardino, which has been proposed as the new routing for a daily *Sunset Limited*. There has long been wide-ranging support in the Coachella Valley for a daily *Sunset Limited*. Indio has been pushing for *Sunset Limited* service to return to their community as well, and a new station built for the CVR service should also serve Amtrak trains. *Sunset Limited* ridership to/from Palm Springs and Indio would increase once the route is restored through Phoenix via the Wellton Branch in Arizona[1] .

[1] RailPAC November 2022 article, "The Curious Case of the Union Pacific's Wellton Branch: Opportunity in the 'Phoenix West Line'":



A daily *Sunset Limited* would complement the regional CVR service. One of the markets served by Amtrak long-distance trains are shorter distance corridors. The *Sunset Limited* can add an extra schedule at off-peak times to add options and customer value to the CVR. The current schedule of the *Sunset Limited*, which serves the Palm Springs station late in the very late evening/very early morning, certainly offers such an opportunity. In February 2024, Amtrak received a Corridor ID grant for the daily *Sunset Limited*, and it was highlighted by the FRA Amtrak Long Distance Study[2].

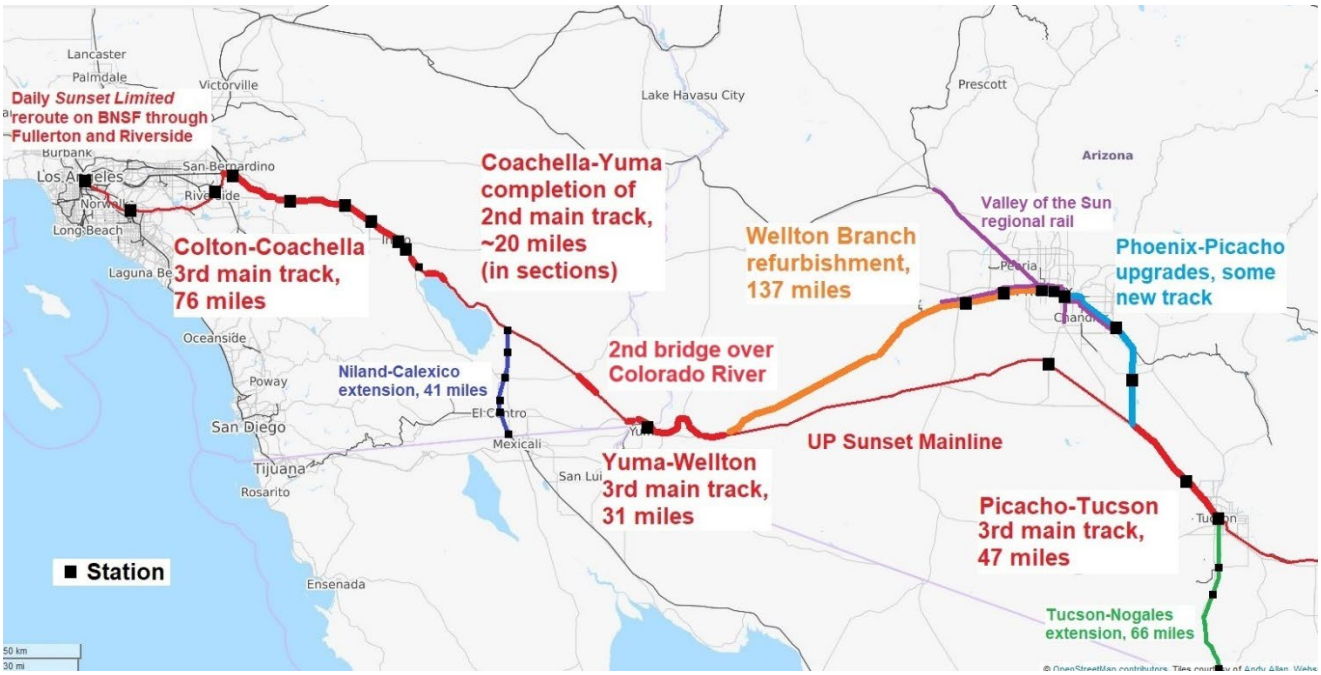
New California-Arizona regional passenger service-

Amtrak's May 2021 Connects US 'Corridor Vision' proposed one daily roundtrip of a LA-Arizona regional service, between LAUS, the Coachella Valley, Yuma, Phoenix and Tucson. For the long term, a daily *Sunset Limited* on its own is not sufficient to be the prime mover of rail passengers between LA, Coachella Valley, Phoenix and Tucson. RailPAC recommends that dedicated Southern California-Arizona corridor passenger trains should start with a minimum service of two daily trains each way, morning and early afternoon from both LA and Phoenix/Tucson (further complementing other future LAUS-Coachella Valley and Tucson-Phoenix trains). An important first step to improve passenger rail service between LA and Arizona would be for RCTC to reserve passenger train 'slots' on UP and BNSF tracks in Southern California, to accommodate a daily *Sunset* train (both ways) along with new Coachella Valley passenger trains. Securing these slots as part of the current RCTC Coachella Valley rail planning process would be early win for the daily *Sunset Limited* campaign.

The 2018 California State Rail Plan called for development of future electrified regional services and phased implementation of HSR services in the Inland Empire. Phase 2 of California High-Speed Rail plans to pass through Riverside County on the way to San Diego, and could connect to rail eastward to the Coachella Valley and Arizona.

https://www.railpac.org/2022/11/21/the-curious-case-of-the-union-pacifics-wellton-branch-opportunity-in-the-phoenix-west-line/

[2] https://fralongdistancerailstudy.org/



Proposed rail infrastructure improvements along the UP Sunset Route supported by RailPAC and All Aboard Arizona

Benefits to UP freight rail-

According to the CVR Tier I EIR documents, steady growth of UP freight traffic on the Yuma Subdivision is projected to increase to 88 daily one-way freight trips on the Colton-Coachella segment by 2044. The current 'practical capacity' of the Yuma Subdivision is estimated at around 47 trains per day. While UP has invested in many track capacity improvements on the Sunset Route over the years, one of its chokepoints remains the San Gorgonio Pass/Coachella Valley. With a new third main track dedicated to passenger service, UP could run more conventional long-distance freight trains on the existing two tracks between Colton and the Coachella Valley. Future short and medium-haul freight trains from LA/Inland Empire to the Coachella Valley and Arizona could be justified on public benefit of getting trucks off of I-10.

Imperial Valley extension

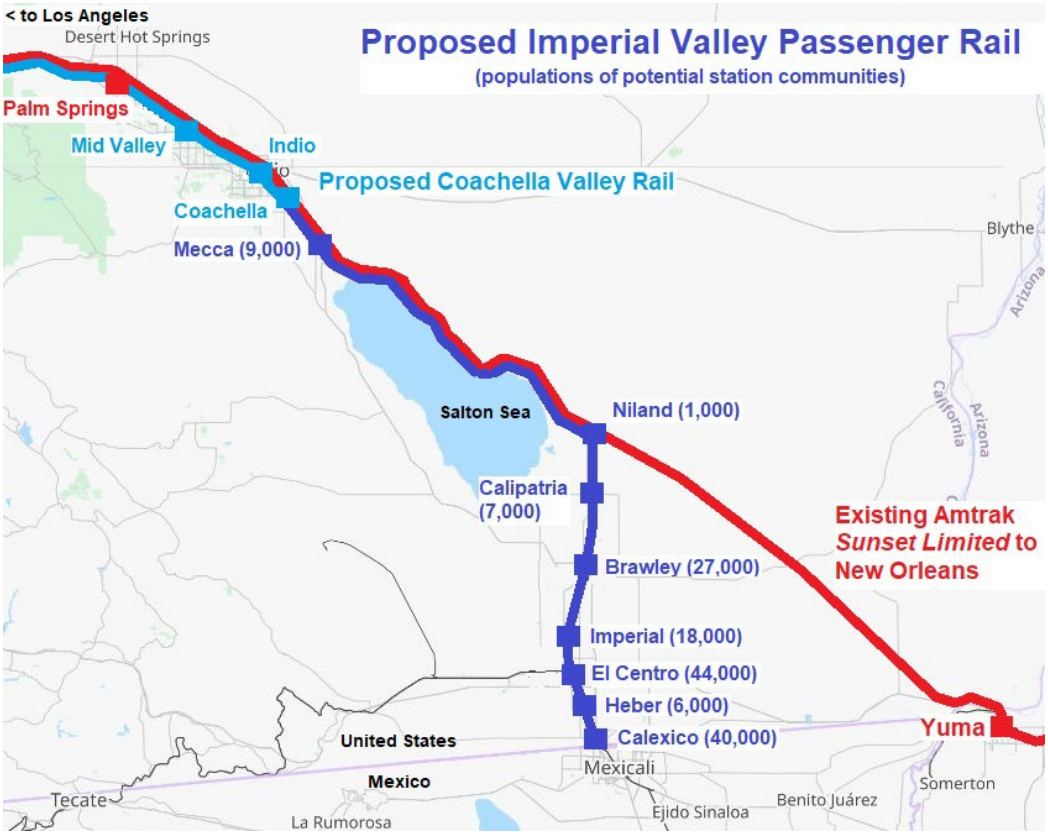
Some trains of the LAUS-Coachella Valley service should extend to Brawley, El Centro and Calexico in Imperial County (as described RCTC's 1991 *Los Angeles - Coachella Valley - Imperial County Intercity Rail Feasibility Study*)[3]. The 1991 RCTC study proposed new stations at the same sites as demolished historic Southern Pacific depots in El Centro (between Main Street and Commercial Ave.) and Brawley (Main Street). The 1991 study also described track and grade crossing improvements needed along the 41-mile Calexico Subdivision between Niland and Calexico (now owned by UP). RCTC should work with Imperial County pursue to Federal and state grants for a feasibility study of LA-Calexico passenger rail service.

The combined population of the bi-national region of Imperial County/Mexicali Municipality is over 1.2 million people, providing a valuable international connection opportunity and ridership driver for CVR service. In 2023, the Calexico West Port of Entry saw 8.2 million passengers in northbound personal vehicles, and over 3 million northbound pedestrian crossings. This works out to an average of nearly

[3] This 2022 article by RailPAC outlines the Imperial Valley Rail proposal: https://www.railpac.org/2022/08/11/passenger-rail-to-the-imperial-valley/

31,000 people per day, well over 8,000 of which are pedestrians. Travelers from all parts of Mexico (and beyond) take buses and airplanes to/from Mexicali, and walk across the border to connect to intercity buses originating in Calexico. Mexicali International Airport saw 1.6 million passengers in 2023. The border crossing is in downtown Calexico, adjacent to the railroad border crossing and walking distance from the potential/historic rail passenger depot site. While Calexico and other Imperial Valley communities are served by Greyhound/Flix and other private intercity bus and shuttle operators, public intercity transportation options are limited. Imperial Valley Transit provides local bus service between Imperial County cities and to Yuma, but not to any destinations in the Coachella Valley or elsewhere in Riverside County. As mentioned above, in the near term RCTC should work with the LOSSAN Rail Corridor Agency, Caltrans, and Imperial County to expand existing Amtrak Thruway bus #39 service with an extension of at least one of route #39 bus daily round trips to Calexico.

The Calexico East Port of Entry is where all truck traffic entering the United States from Mexicali is inspected. In 2023, Calexico East saw over 460,000 trucks cross into the U.S. (or an average of nearly 1,300 per day). Mexicali is a major manufacturing center, with most of the goods produced exported to the U.S. though the Imperial Valley. With track infrastructure improvements, much of this freight could be shifted from truck to rail, which would greatly reduce truck traffic and pollution. UP has also been promoting development of the rail-served Imperial Valley Industrial Park on the Northeast side of El Centro, and UP-delivered containers are already being stored along a loop track at rail-served All American Grain facility in Calipatria[4]. If the Salton Sea geothermal lithium mining industry takes off, sufficient freight rail capacity and reliability will be needed to support the industry. Moving bulk lithium by rail is much safer and more environmentally friendly than shipping it by truck, and should prove more economical.



[4] https://imperialvalleyrail.com/

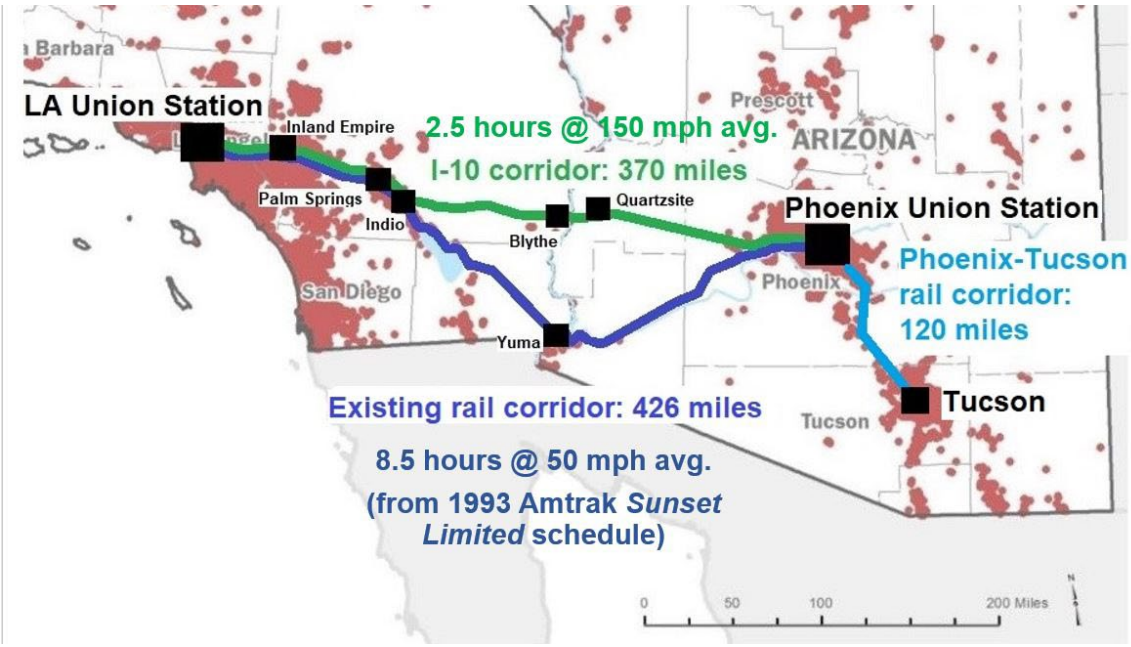
The Coachella Valley town of Mecca in Riverside County has a population of nearly 9,000 people, and should be investigated as a stop on rail service between Coachella and the Imperial Valley. The town is now benefiting from RCTC's Avenue 66 grade separation project, which opened to traffic in March 2022. A future passenger train station at Niland would serve as a connection point for train passengers changing between the Imperial Valley and interstate trains such as the *Sunset Limited* and future California-Arizona regional services.

CVR and future high-speed rail to Phoenix

The concept of future LA-Phoenix high speed rail through the Coachella Valley was described in a RailPAC article from 2022[5]:

> A new route along the I-10 corridor via Blythe would save about 55 miles of distance, or a 12% reduction in overall trip length. The new dedicated track on this very straight corridor could be designed to handle trains 200 mph or faster, several times the speed of the existing Sunset Route and Wellton Branch. As described by RailPAC President Steve Roberts:
>
> "If you operate more than four frequencies you are going to have add much capacity on the Sunset Route, then you might as well build a separate high-speed passenger railroad…. spending billions for a 50 mph railroad to get 3 or 4 frequencies does not make sense. In my opinion, beyond a daily Sunset and a couple of frequencies, Riverside County Transportation Commission ought to focus on high-speed rail as a solution utilizing an upgraded current Metrolink Riverside route through the urban area, then a Route 60 alignment Riverside to Beaumont (these segments publicly funded as a starter route) then let the private sector finish it to Phoenix."
>
> RailPAC's position is to support any operator, public or private, who can provide safe, reliable passenger rail service for a fair price, and would welcome discussion with Brightline or a similar company about the LA-Coachella Valley-Phoenix-Tucson corridor. In the future, both LA-Indio and Tucson-Phoenix service could be upgraded to 'higher speed' electrified service [on the existing Yuma Subdivision corridor], at speeds up to 125 mph, on 'blended' corridors which would also host trains going over 125 mph on the [Beaumont]-Indio-Phoenix segment [along the I-10 corridor]. …Between LA and [Beaumont or] the Coachella Valley, blended high-speed trains could run on the same tracks as non-high speed commuter/regional trains. Then east of Indio [or Beaumont], HSR trains could run at truly high speeds all the way to Phoenix. Assuming this new track would run along the existing I-10 freeway right-of-way (in a similar manner proposed by Brightline along I-15 to Las Vegas), the distance would be about 250 miles between Indio and Phoenix.

[5] https://www.railpac.org/2022/06/03/the-prospects-for-future-la-phoenix-passenger-rail/



Palo Verde Valley

A bus connection could be tested between Blythe and the Amtrak stations in Needles (served by the *Southwest Chief* between Los Angeles and Chicago) and Yuma (served by the *Sunset Limited*). Both of these bus rides would be less than two hours in length. Alternatively, an extension of the existing Fullerton/Palm Springs/Coachella Valley Route 39 Thruway service would also provide a connection to the rest of the county and greater Southern California region.

The Palo Verde Valley is also a potential stop on a future LA-Phoenix high speed rail corridor. As described in a June 2022 RailPAC article, "The Prospects for Future LA-Phoenix Passenger Rail"[6]:

> Even with a brand new HSR track corridor built from Indio to Phoenix (via Blythe) along I-10, the *Sunset Limited* and other passenger trains would still serve Yuma on the Sunset Route, and Phoenix on the Wellton Branch. The greater Yuma area has over 200,000 year-round residents (more in winter), and is worthy of daily train service to Phoenix and LA. The *Sunset* could also provide a useful late night/early morning compliment to LA-Coachella Valley or Phoenix-Tucson service.
>
> High speed train service between LA and Phoenix could make mid-point stops at Blythe and Quartzsite, which would be a great aid to the economic development of these desert towns. Quartzsite, Arizona has about 4,000 year-round residents but the area can swell to over a quarter million than in the winter months, with snowbirds bringing their RVs from colder climates. Quartzsite is the largest city, and gateway to La Paz County (pop. 20,500) and recreational sites on the Colorado River. Year round visitors and winter snowbirds alike are all attracted by boating and other activities along the river. From a future rail station, passengers could connect from the Quartzsite station by bus 35 miles north to the county seat Parker, and further north to Parker Dam and Lake Havasu. Blythe, California has about 21,000 people, in an area along the Colorado River also attracting hundreds of thousands long-term visitors in winter. Within a 50-mile radius of Blythe (which includes Quartzsite, Parker and the Parker Strip along the river) in the mid-winter there can be over half a million snowbirds! Thousands of winter RV residents in the Blythe and Quartzsite areas could make quick getaways to Phoenix, Palms Springs or LA via high speed rail.

[6] https://www.railpac.org/2022/06/03/the-prospects-for-future-la-phoenix-passenger-rail/

Western Riverside County

RailPAC is very supportive of the passenger rail goals listed on p. 16 of RCTC's draft 2024 Traffic Relief Plan. It is very encouraging that Traffic Relief Plan funds will enable the stated goals of:

- Increasing Metrolink 91/Perris Valley Line and Inland-Empire Orange County Line to eventually every 30 minutes each during peak periods.
- Expand new rail service into-areas of Riverside County such as the Beaumont/ Banning/Cabazon/Calimesa area, the Coachella Valley, and Hemet and San Jacinto.
- Construct new rail stations on existing lines, such as at the Ramona Expressway, at Madison St./Casa Blanca, at Magnolia Ave./Riverside Plaza.
- Maintain and enhance management of publicly owned railroad rights-of-way to ensure proper maintenance and safety.
- Maintain and enhance security and safety at rail stations.

Additional passenger rail needs, not stated above though worthy of funding support include:

- Near-term: improve bike and pedestrian connections to train stations (in surrounding neighborhoods) to lower travel time for those modes.
- Mid-term: advocate for early investments to align proposed projects with future California High-Speed Rail Phase 2 construction and operation.
- Long-term: support Phase 2 of the California High-Speed Rail project connection Los Angeles to San Diego via the Inland Empire.

Perris Valley Line

In July 2025, the Perris Valley Line (PVL) saw 2.7 miles of second track completed , along with improvements to the Moreno Valley/March Field station. In early 2026, construction is anticipated to begin on an additional 6.5 miles of added 2nd mainline track from Moreno Valley station to Perris. Building on these investments, funding needs to be identified for building the future Mead Valley Metrolink station and the South Perris Metrolink Maintenance Facility, along with a 4th track for South Perris layover facility[7].

PVL extension to Hemet and San Jacinto-

Extending Metrolink service on the PVL to Hemet and San Jacinto and the existing RCTC-owned rail corridor has long been discussed. RCTC's 2019 'Next Gen Rail Study' looked at PVL extensions to Hemet and San Jacinto[8]. The line is currently out of service beyond the redboard just past I-215. Many years ago it was used by Santa Fe freight trains for agricultural shipments as far as San Jacinto. The 2016 SCAG Regional Transportation Plan and 2019 RCTC Next Generation Rail Corridors Analysis estimated

[7] https://www.rctc.org/projects/perris-south-metrolink-station-and-layover-facility/

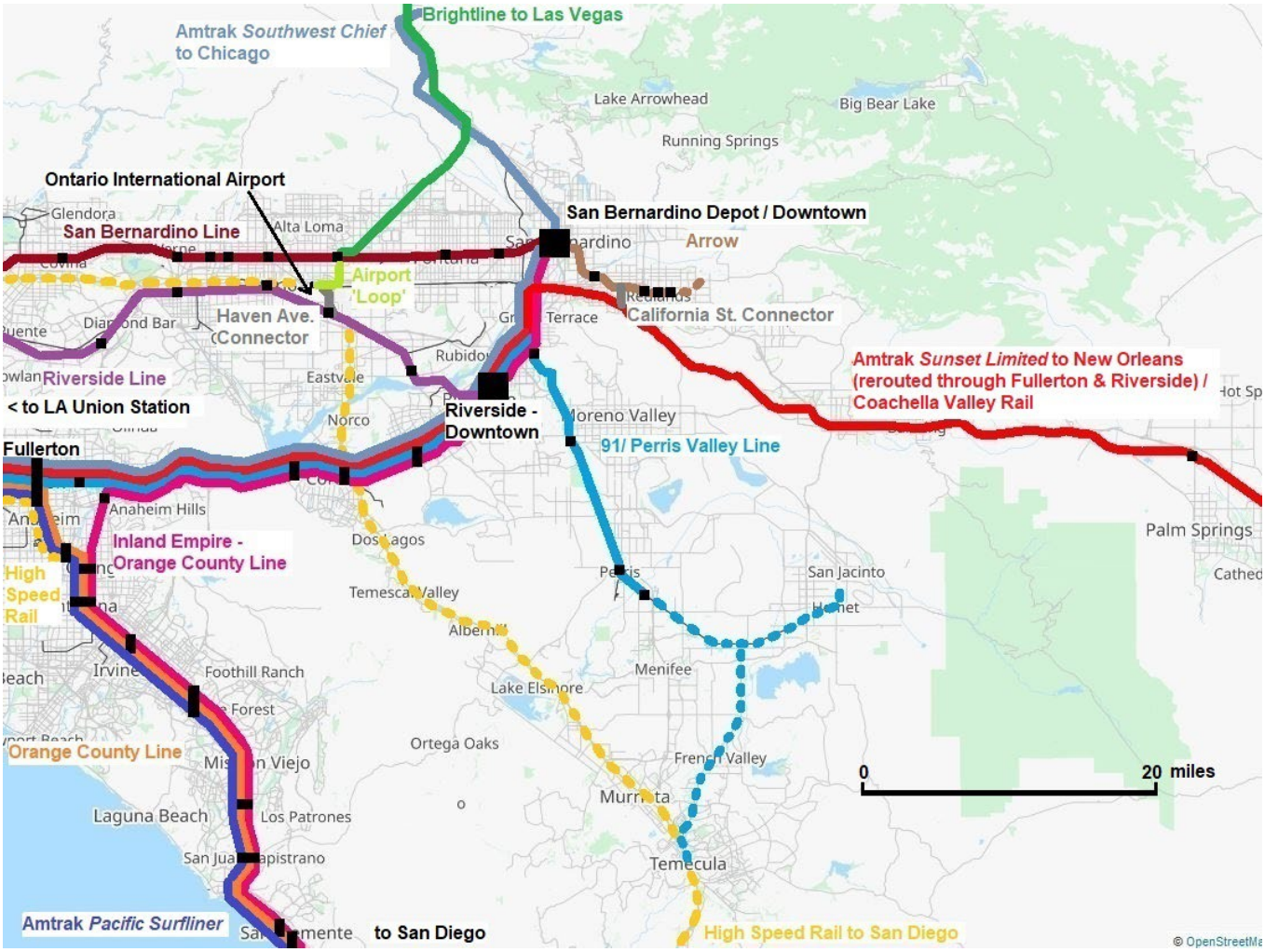
[8] https://www.rctc.org/wp-content/uploads/2022/04/Next-Gen-Rail-Study-Task-1-Report.pdf

a cost of $400 million to extend the PVL from Perris to San Jacinto, with an expected completion date of 2035.

PVL extension to Temecula-

South of Perris, the fast-growing cities of Menifee (pop. 95,000), Murrieta (pop. 116,000) and Temecula (pop. 115,000) lie along a historic rail corridor. The Santa Fe abandoned the line through Temecula Canyon to San Diego in 1900 due to washouts, and service to Temecula ended in 1935.

A 2005 study commissioned by RCTC determined that a new passenger rail line to Temecula via a brand-new trackage from Perris (via Winchester) would be feasible. The 2016 SCAG RTP/2019 Next Generation Rail Corridors Analysis estimated a cost of $500 million to extend the PVL to Temecula, with no expected completion date given. RailPAC recommends advancing design/environmental work for this corridor.



I-15 corridor/Corona to Lake Elsinore and Temecula

Rail service has also been studied along the I-15 corridor from Corona to Wildomar (pop. 37,000), Lake Elsinore (pop. 68,000) and on to Murrieta and Temecula. The 2019 Next Generation Rail Corridors Analysis estimated a cost of $600 million for a new Corona to Lake Elsinore rail line, with no expected completion date given. However, the I-15 corridor has been identified as the likely route between Ontario and San Diego for the Phase 2 of the California High Speed Rail project. The I-15 HSR alignment would allow CHSR through service from Northern California direct to San Diego via Riverside County. Thus, the I-15 portion for CHSR could serve double duty and provide a backbone for regional rail service in addition to the high-speed services, as has been posited in other studies by RCTC. This could also be pursued in tandem with neighboring agencies such as SBCTA to extend it farther north beyond Ontario. Such a passenger rail corridor could start as a shorter portion between Ontario, Corona and Temecula, which would provide travelers an opportunity to transfer to IEOC Line, 91/PV Line, Riverside Line, San Bernardino Line, Amtrak's *Southwest Chief* and *Sunset Limited*, and Brightline trains.

Additionally, because Brightline West and CHSRA are being designed to be interoperable, it would provide an opportunity for direct Las Vegas-San Diego trips for faster than if they went through LA, providing the opportunity for us to showcase our region to more people in the process.

Improvements to existing stations

We are pleased that the RCTC's passenger rail goals include enhancing Riverside County's nine existing rail stations improvements to provide better accessibility for persons with disabilities, and new train boarding platforms, pedestrian bridges, and crossings. However, construction of "new parking capacity at stations in Corona, Riverside, and Perris" may not be necessary, especially if there is improved connecting bus transit and investments into enhanced bicycle and pedestrian connections on station property and the surrounding neighborhoods.

Riverside-Downtown station improvements-

RailPAC fully supports the Riverside-Downtown Station Improvements project that was under development by RCTC and Southern California Regional Rail Authority (Metrolink), in collaboration with the Federal Transit Administration (FTA). Unfortunately, the approximately $50 million project was halted in 2023 due to community opposition, and lack of sufficient support by the county and public agencies. RCTC did not do the project any favors by proposing to build 500 additional parking spaces as part of the project. This seemed excessive given how much existing parking there already is at Riverside-Downtown station.

Adding a new platform and tracks will enable Riverside-Downtown Station to serve more passengers with increased train frequency, while reducing congestion and delays for both passenger and freight trains. Also planned was an extension of the existing pedestrian bridge with additional elevator and stair access, along with added sidewalks and parking. The pedestrian access improvements to be built as part of the project will improve the passenger experience, and make train travel more convenient and accessible. Hopefully RCTC can resurrect the Riverside-Downtown Station Improvements projects in the future.

Grade Separations

Road-rail grade separation projects greatly increase safety and reduce traffic congestion on city streets, but are also critical for maintaining reliable and very frequent train service. Riverside County has taken initiative on critical grade separations, with the Jurupa Road and McKinley grade separation projects now under construction and nearing completion.

However, RCTC, along with cities and Riverside County Public Works, need to keep a "rolling program" going of continual grade separation construction. State and federal grants, with local matching, need to be pursued for more Riverside County grade separation projects. With so many grade separation projects needed on ever-busier railroad mainlines in the county, costs for each project can be reduced if they are part of a larger phased program such as the Alameda Corridor-East Construction Authority in LA County.

Foremost for planning grade separations in Riverside County would be encouraging the City of Riverside to get more projects going, building upon the 3rd Street project getting underway in Downtown Riverside. There are at least 17 more grade separations needed on the BNSF and UP mainlines in the City of Riverside alone. All candidate road-rail crossings listed below are in the City of Riverside, unless otherwise noted:

UP:

- Brockton Avenue
- Palm Avenue
- Panorama Road

BNSF:

- Main Street (Highgrove)
- Center Street (Highgrove)
- Palmyrita Avenue
- Chicago Avenue
- Spruce Street
- 7th Street/Mission Inn Avenue
- Cridge Street
- Mary Street
- Washington Street
- Madison Street
- Jefferson Street
- Adams Street
- Jackson Street
- Gibson Street
- Harrison Street
- Tyler Street
- Pierce Street
- Buchanan Street
- Radio Road (Corona)
- Joy Steet (Corona)
- Sheridan Street (Corona)
- Cota Street (Corona)
- Railroad Street (Corona)
- Smith Avenue (Corona)

Some of the less-heavily used streets listed above could be candidates for crossing closures-a far less expensive option than a grade separation.

Rail-road grade separations greatly enhance safety for automobiles and trucks, and should be counted as 'local highway' projects in the planned project lists as opposed to 'passenger rail'. Grade separations should be chiefly funded from road and highway budgets, so as to not draw funds away from other rail and transit projects.

It is also essential that RCTC's road projects be designed and built in such a way as to **not** impair future rail projects. One future road crossing vital to the PVL extension is SR-79 in Winchester. At present, the proposed SR-79 realignment would sever the rail line to San Jacinto by building a "removable" bridge that would not be tall enough for trains to pass under and thus would require a two-week lead time to open and instead relies on the assumption that in the future, the effort to rehabilitate the line for rail service would also rebuild the bridge to be the correct height even though no such bridge currently exists. That is unacceptable. The SR-79 realignment project **must not** conflict with the rail line but rather should be planned and built with the appropriate structures for unimpeded train operations (including those powered by overhead catenary wire) from the very beginning.

Grade separations needed on the UP Yuma Subdivision/Sunset/Coachella Valley Rail-

UP Yuma Subdivision/Sunset/Coachella Valley Rail grade separations needed in Riverside County:

- Live Oak Canyon Road
- Main Street
- Center Street
- Palmyrita Avenue
- Pennsylvania Avenue (Beaumont)

RCTC should work w/ SBCTA to support grade separation projects in San Bernardino County on the line:

- Whittier Ave.
- Beaumont Ave.
- San Timoteo Canyon Road
- Alessandro Road

SBCTA and RCTC need to work collaboratively to make these grade separation projects a priority. RailPAC has supported both public agencies in their efforts acquire funding for grade separation projects, and we will continue to write letters of support for grant applications, etc.

There is some justified concern from San Bernardino County and Riverside County residents about the possible increased number of trains on the *Sunset Limited* Route (Yuma Subdivision) in the future. Of particular (and legitimate concern) is that of long freight trains blocking vehicle and pedestrian traffic at road crossings. We understand that the Inland Empire is heavily impacted by rail traffic growth and grade crossing improvement have lagged. Localities can be gridlocked by two-mile-long freight trains. This problem can only be solved with grade separation projects.

Rail Capacity Projects

The majority of intercity and regional/commuter passenger rail service in the U.S. is on tracks shared with freight trains. Therefore, sufficient capacity, safety and reliability of the nation's freight rail system is vital to the interest of rail passengers. These two different uses of railroad infrastructure need not be in conflict. Both passenger and freight trains sharing the same tracks will benefit from coordinated planning, efficient operations, and capital improvements.

Rail capacity projects in Western Riverside County that should also be included in the Traffic Relief Plan, but are not explicitly mentioned, include the completion of the Prado Dam-Riverside-San Bernardino 3rd and 4th mainline track, and of 2nd mainline track on UPRR Los Angeles and Alhambra subdivisions.

As described by a December 2023 Pacific Harbor Lines report on short-haul rail in Southern California[9], the UPRR Yuma Subidivsion in 2022 saw an average of 22 trains per day (one Amtrak *Sunset Limited* and 21 freight trains), though currenlty the line has an overall pratical capacity of 47 trains per day (a level-of-service grade of "C"). The BNSF San Bernardino Subdivision between Fullerton and San Bernardino (via Riderside) saw in 2022 an average of 82 total trains per day (26 passenger and 56 freight trains), with a practical capacity of 90 trains per day (and a much lower level-of-service grade of "E"). This bottleneck will be relieved Completion of the Fullerton Junction and Atwood-Esperanza 3rd track projects in Orange County, and 3rd and 4th mainlines through Riverside County (and into San Bernardino County), and the LA-Fullerton 4th mainline. Both the UPRR Los Angeles and Alhambra subdivsions- connecting LA to the Inland Empire via the San Gabriel Valley- were reported to have comparatively abundant capacity ('C' and 'B' ratings respectively).

Completion of 3rd and 4th mainlines on BNSF San Bernardino Subdivision in Riverside County is needed to increase Metrolink 91/PVL, Inland Empire-Orange County and Riverside Line service to Riverside County. A third mainline track between Fullerton, Riverside and San Bernardino has been proposed but is not yet fully funded. Part of the LOSSAN/ Metrolink SCORE program in collaboration with BNSF, the project will increase capacity, improve reliability, and reduce passenger-freight train congestion conflicts on one of the nation's busiest freight rail corridors shared with passenger trains. On the 46 miles between San Bernardino and Fullerton, BNSF has currently two main tracks and about 15 miles of third mainline track. Passenger trains operating on this segment include Amtrak (*Southwest Chief*) and Metrolink (91/Perris Valley Line and Inland Empire Orange County Line). Full completion of the remaining 31 miles of third main track from Fullerton to San Bernardino, with key fourth track segments at Corona and La Sierra, is being studied. A four-mile portion of third mainline track between Atwood and Esperanza in Orange County is moving forward due to a federal grant received by Metrolink.

BNSF San Bernardino Subdivision 3rd and 4th mainlines in planning stages

Section	3rd track	4th track	2021 cost est.
Section 1 - Prado Dam (MP 29.4) to East Porphyry (MP 22.50/East of Corona)	6.9 miles	2,640 track feet	$89 million
Section 2 - East Porphyry (MP 22.50) to La Sierra (MP 17.50)	5 miles	5,280 track feet	$45 million
Section 3 - Riverside-La Sierra (MP 17.50) to CP Ontario (MP 10.60/Riverside Downtown)	6.9 miles	Not proposed	$57 million
CP Highgrove to CP Colton	3.4 miles	Not proposed	

[9] *Feasibility and Benefits of Intermodal Service in Short-Haul Markets*, Prepared by Oliver Wyman and Leachman and Associates for the Pacific Harbor Line, December 2023. Exhibit 8-10 on pg. 15 : https://www.anacostia.com/wp-content/uploads/2024/01/Anacostia-Feasibility-and-Benefits-of-Intermodal-Service-in-Short-Haul-Markets-Report-final-rev.pdf

Increasing the mode share of freight rail-

Emissions from goods movement (particularly from diesel trucks) is a significant part of Riverside County's air pollution. Diesel exhaust is a major source of greenhouse gas, particulate matter and smog-forming NOx emissions. In addition, there are other forms of pollution, including non-exhaust particulate matter such as brake, tire, and road wear and dust. Although rail facilities are the subject of substantial pollution complaints, the larger problem is the truck traffic associated with the facilities. Reducing truck vehicle miles travelled (VMT) should be a major goal and guiding principle of national and state freight planning.

BNSF Railway is planning the Barstow International Gateway, a new intermodal railyard complex with warehouses and distribution facilities where imported goods in 40' international containers will be carried by train about 160 miles inland from the Ports of LA & Long Beach, and sorted to be put in 53' containers that will go by train the rest of the country. The goal is to reduce the need for drayage by truck between the ports and warehouses in the Inland Empire. In Riverside County, perhaps UP could build a similar complex along the Sunset Route in the Coachella Valley. UP's new container train service between the Ports of LA/Long Beach and the Phoenix Intermodal Yard (opened in 2024), has been very successful. As mentioned above, freight capacity upgrades as part of the investment in the Coachella Valley Rail project could be justified on public benefit of getting trucks off of I-10, by enabling more short and medium-haul freight trains from LA/Inland Empire to the Coachella Valley and Arizona.

Rail vs. freeway expansions-

In addition to reduced transportation emissions, the shift of traffic from highways to rail also helps lower the maintenance cost of roads as a result of reduced wear and tear. California continues to spend billions of dollars on freeway expansions, and has more unfunded freeway expansions in the planning stages. The 'induced demand 'of more traffic congestion caused by road capacity expansion, increased pollution, and the painful and unjust legacy of Californians displaced by freeway construction are well-documented. We could achieve greater reduction in greenhouse gas emissions if a portion of this money was spent on rail capital improvement projects instead. Highway funding needs to focus on repaving and maintaining existing highways and streets, and not expansion of the highway network. California has a tremendous backlog of street and road maintenance and repair projects, and will continue to for the foreseeable future.

North American freight trains are very long, heavy, and slow largely for business reasons (reducing operating at expense of speed and reliability). However, there is a large amount of lightweight and time-sensitive freight currently hauled by truck in the US that could be moved on shorter, faster freight trains similar to European freight trains, allowing more compatible shared use of track with passenger trains (even some high-speed trains). Freight-passenger combination trains should also be investigated for California. Express or lightweight freight/ passenger combined service could become part of the Coachella Valley Rail services, with possible extension to Imperial County and Arizona.

Rail Electrification

RCTC should work with Metrolink and other public agencies on a regional rail electrification program. Overhead catenary wire, or overhead contact system (OCS), rail electrification is mature and has been successfully used in all types of rail operations around the world for more than a century. The 2018 California State Rail Plan endorses electrification on California's key passenger rail lines. Rail electrification is a proven technology in use throughout the world, available today without expensive and lengthy technological development.

The electrification of the Caltrain corridor between San Francisco and San Jose, and subsequent California High Speed Rail Authority (CHSRA) plan, provides a national model for new rail electrification, by providing experience in electrification construction, implementation, and operations. The Brightline West line between Rancho Cucamonga and Las Vegas will be powered by 25 kV catenary on its new, dedicated tracks and construction of the 25 kV catenary on the initial operating segment of the CHSR project in the Central Valley is slated to begin soon. And, the sleek new Caltrain Stadler electric trainsets started carrying passengers in 2024 under 25 kV catenary wire between San Francisco and San Jose. California is thus emerging as a hub of 25 kV overhead catenary development in the United States, and Riverside County stands to benefit from this 'local know how'.

Electrification of the Burbank-LA-Anaheim corridor for the Phase 1 of California High Speed Rail presents a logical first step of electrifying much of the rail lines in Southern California. The LA-Fullerton segment of the LA-Anaheim Phase 1 HSR project is on BNSF-owned mainline right-of-way, part of the railroad's San Bernardino Subdivision from LA to Riverside and San Bernardino. The current plan for CHSRA to install 25 kV overhead catenary wire between Burbank, LA Union Station, Fullerton and Anaheim could also be utilized by Metrolink and Amtrak trains sharing the same tracks. As part of the "LOSSAN" corridor, it is used by dozens of passenger and freight trains every single day. Many of those trains continue east from Fullerton along the BNSF San Bernardino Subdivision, bringing them through Riverside County to points beyond. The heavy train traffic of this corridor would lead to improved economics and higher utilization of electric rail infrastructure, if used by both electric passenger and freight trains sharing the corridor. The significance of the fact that BNSF Railway has agreed to CHSRA's plan for a shared four-track corridor between LA and Fullerton should not be missed. The 25 kV overhead catenary wire above tracks on the BNSF-owned right-of-way between LA and Fullerton will be high enough to allow double-stack container trains to pass through on tracks shared with electric passenger trains. The fact that a Class I railroad has agreed to electrification on its tracks is a hugely significant development with national significance, as the overhead clearance for double-stack trains has often been used as an excuse in the U.S. for why catenary electrification cannot be used on tracks shared with freight.

By collaborating with the CHSRA, SCAG, and SCAQMD, RCTC could assist in extending the electrification from Fullerton through Riverside to Colton and San Bernardino[10], along the Perris Valley Line (including the eventual extension to San Jacinto and/or Temecula), and along the third track to be built for the Coachella Valley service. Building off that investment by extending electrification beyond Fullerton to Riverside would enable all-electric trains to run LA-Fullerton-Riverside-Coachella 'higher speed' electrified Metrolink service, potentially even at speeds above 100 mph. This would be a game changer for this densely-populated corridor as the more frequent and faster zero-emissions electric trains would provide an extremely competitive option to driving that would take tens of thousands of cars off the freeways each day. The 2018 State Rail Plan called for planning for "development of future electrified regional services and phased implementation HSR services in the Inland Empire". Phase 2 of CHSRA plans to pass through Riverside County on the way to San Diego, and should also be compatible with future high speed rail to Phoenix (as described above).

The superior performance, energy efficiency and reliability of conventional rail electrification has been proven for all types of rail operations around the world, with many different vendors and suppliers of the technology. Southern California's core rail mainlines should be electrified with 25 kV overhead catenary, the world standard. Around the world, there has long been a well-documented increase in passenger train ridership following electrification, nicknamed the "sparks effect". This is because electric trains have:

[10] https://calelectricrail.org/wp-content/uploads/2024/11/SoCal-IE-rail-electrification-BY-appendices-2023.08.29.pdf

- Increased train speed and frequency due to better acceleration
- Passenger comfort (quieter, smoother ride, no smoke)
- Increased reliability (fewer train breakdowns)
- Lower equipment, operation and maintenance (O&M) costs, so passenger railroads can instead invest resources in more frequent service.

One critical issue for regional planning of electric transportation is the overall electric energy consumption of transportation. Because rail transportation is on average three times more energy efficient than road transportation, it takes one third of the electric energy consumption to move the same amount of passengers/freight with an electric train, compared to an electric truck or bus. Electric trains, per passenger-mile, are even more energy efficient compared to electric cars. Metrolink and RCTC should be encouraging electric rail, in its most efficient form with overhead catenary, to make the most of energy available on the electric power grid.

Hydrogen rail propulsion is unproven, has very poor overall energy efficiency (less than 40%, compared to 90% for conventional overhead catenary electric trains), is inherently more complex (with more potential points of failure) with higher O&M costs. The first hydrogen trains introduced in Europe cost four times more than their electric equivalents and have been plagued with reliability problems, cost overruns and much-lower-than-promised range on a full tank of hydrogen. A major cost factor was that as a result of market forces (supply/demand/market speculation), the price of hydrogen skyrocketed just as these trains were introduced. In this case, the hydrogen was coming from Russian gas. In 2022, the EVB regional railroad in Lower Saxony, Germany was the first in the world to introduce a fleet of hydrogen-powered trains. Due to the resulting costs and negative effects on revenue passenger service, Lower Saxony's public transportation authority recently announced that no more hydrogen trains will be pursued, and that the remainder of the diesel fleet will be replaced with electric trains that use batteries combined with overhead wires[11]. Another state in Germany, Baden-Württemberg, has come to the same conclusion after an extensive study[12].

The price of hydrogen is also volatile as over 95% of it produced in the world comes from natural gas, a fossil fuel commodity highly vulnerable to market price swings and geopolitical risks. Fossil-generated hydrogen will also be subject to future carbon taxes. Green hydrogen made from renewable electricity is several times more expensive than dirty hydrogen from fossil fuels and requires large amounts of freshwater for its production. This will be a challenge in dry regions such as Southern California. International experts, informed by the actual performance of different zero emissions rail technologies in revenue service in Europe and elsewhere, are coming to consensus that improved battery and hydrogen technology will not replace the need for overhead wire electrification on the busiest rail lines. As concluded by a 2021 report by the UK Railway Industry Association[13]:

> Evidence does not support the view that [overhead wire rail] electrification is unnecessary, thanks to hydrogen and battery systems improving rapidly: hydrogen trains are inherently less efficient than electric trains, due to the physical properties of the gas. Expert opinion predicts that battery capability might double by 2035. *Yet, whilst this might affect the hydrogen / battery traction mix required for decarbonisation, it is unlikely to change significantly the requirement for electrification.*

[11] https://www.railtech.com/rolling-stock/2023/08/09/german-hydrogen-pioneer-opts-for-battery-trains-for-remainder-of-fleet/

[12] https://www.railjournal.com/fleet/baden-wurttemberg-rejects-hydrogen-as-diesel-alternative/

[13] https://riagb.org.uk/RIA/Newsroom/Publications%20Folder/Why_Rail_Electrification_Report.aspx

> The laws of nature make electrification a future-proofed technology that is a good investment, offering large passenger, freight, and operational benefits. Furthermore, railways cannot achieve net-zero carbon emissions without a large-scale electrification programme.

In a 2020 analysis of technical abilities of non-diesel rail traction technologies, from "Traction Decarbonization Network Strategy – Interim Programme Business Case –Executive Summary"[14] report by UK Network Rail, electric with overhead catenary was the only zero-emissions propulsion mode viable for all speeds of passenger and freight service. Hydrogen was only determined to be 'good' for passenger trains under 75 mph, fair for 100-125 mph, and poor for freight and passenger over 125 mph. Battery was judged to be 'fair' at best for passenger trains up to 100 mph, and poor for all other applications except certain freight (yard switching and short distances). The report concluded that, for the currently unelectrified lines in the UK, rail decarbonization requires overhead catenary electric, hydrogen and battery traction operating on respectively 86%, 9% and 5% of the rail network.

[14] https://www.networkrail.co.uk/wp-content/uploads/2020/09/Traction-Decarbonisation-Network-Strategy-Interim-Programme-Business-Case.pdf

AGENDA ITEM 6I

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 12, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Eric DeHate, Transit Manager Lorelle Moe-Luna, Multimodal Services Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Public Transit – Human Services Transportation Coordinated Plan 2025 Update

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file the Public Transit-Human Services Transportation Coordinated Plan (Coordinated Plan) 2025 Update.

BACKGROUND INFORMATION:

Federal transit law (Title 49 U.S.C. 5310) requires that projects funded under the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program be "included in a locally developed, coordinated public transit-human services transportation plan" and that the plan be "developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers and other members of the public."

The Commission is responsible for leading the Coordinated Plan process for Riverside County and updating the plan every four years to identify and address the needs of the targeted populations, allowing public transit and social service transportation providers in the county to apply for federal funds. In addition to fulfilling federal requirements, the Coordinated Plan also supports the Commission's Measure A Western County Specialized Transit Program, a competitive process for allocating funding to eligible nonprofit and public operators.

Since the original 2008 Coordinated Plan, RCTC has provided technical assistance to dozens of applicants seeking funds from the FTA Section 5310 program and awarded seven cycles of Measure A Specialized Transit funding, to support vital capital and operating projects and programs aligned with the Coordinated Plan's goals and strategies. Currently in Riverside County, there are 21 social service agencies that offer services such as mileage reimbursement, demand response services, free bus pass programs, mobility management, and travel training in addition to the seven public bus operators and one regional rail operator.

DISCUSSION:

RCTC engaged AMMA Transit Planning to support the 2025 Coordinated Plan update. Pursuant to FTA Circular 9070.1H, the planning process included four main components:

1. Existing Conditions Assessment

A demographic analysis concluded the following:

- Census data for Riverside County indicates that 16 percent of residents are 65 years or older; 12 percent have a disability; 19 percent are living 150 percent below the federal poverty level; 4 percent are veterans; and 15 percent have limited-English proficiency (2022 American Community Survey).

2. Stakeholder Engagement

Engagement occurred in three phases:

- **Phase I** (Summer 2024): 31 interviews were conducted with public and human service agencies to identify service gaps.
- **Phase II** (Early 2025): A public online survey was also conducted to identify service gaps and needs and generated 792 public responses and 137 social media engagements.
- **Phase III** (July 2025): Public workshop via Zoom was held to review findings and prioritize strategies with stakeholders.

A dedicated project website, rctc.org/coordinated-plan, hosted updates, surveys, and allowed public input.

3. Development of Goals and Strategies

Stakeholder feedback and data informed six key themes:

1. **Transportation Information –** The lack of and need for easier access to existing transportation services and trip planning tools.
2. **Coverage** – Growth in population has led to pockets of housing without transit.
3. **Safety and Security** – Providers are concerned about vehicle theft and vandalism.
4. **Rider Experience** – Riders are seeking shorter ride times, reliable on-time performance, and greater efficiency in transfers.
5. **Service Frequency** – Riders want greater service levels for more travel options.
6. **Transit Infrastructure Amenities and Access** – Riders with mobility issues need improved access to bus stops and amenities.

These themes led to the creation of four overarching goals and 17 strategies to guide future investments and services, outlined in Table 1.

Table 1: Coordinated Plan 2025 Update Goals and Strategies

Goal 1: Build Capacity of Specialized and Alternative Transportation
1.1 Maintain and grow existing specialized transportation programs that fill gaps in the transit network, enhancing mobility for older adults, individuals with disabilities and low-income populations.
1.2 Fund capital projects for vehicles, technology and equipment that increase the number and volume of specialized and alternative modes of transportation.
1.3 Expand long-distance mobility solutions in underserved communities to improve access to medical, employment and education destinations.
Goal 2: Improve the Promotion of Available Transit Resources
2.1 Support efforts to create and share comprehensive, up-to-date inventories of available transportation services with both stakeholders and the general public.
2.2 Expand travel training for agency audiences (train-the-trainers) and consumer audiences in how to access and use transit.
2.3 Facilitate biannual roundtable meetings between public transit and human service agencies to review and standardize transit service information for broad distribution.
2.4 Develop countywide transit promotional tools (social media, print, bus and transit center displays) that are user-friendly, tailored to each operator, to educate on how to use available transit.
2.5 Collaborate with County Department Public Information Officers and the County library system to disseminate user-friendly transit info, including how-to-plan trips and how-to use transit.
2.6 Collaborate with Consolidated Transportation Service Agencies in delivering accessible, user-friendly transit information across multiple platforms, including social media, print and phone-based support for all modes of transit.
Goal 3: Enhance Transit Growth, Coverage, and Connections
3.1 Improve fixed-route service frequencies and span of services in high-demand corridors, focused on services reduced during the COVID-19 pandemic that have been reinstated.
3.2 Identify and pursue funding opportunities to support the expansion of transit service coverage and frequency, addressing both immediate needs and long-term growth.
3.3 Improve regional trip-making by improving transfers and meaningful connections through examining where long wait times exist for regional trips.
3.4 Enhance Dial-A-Ride services by improving on-time performance and reducing long travel times.
3.5 Develop strategies to meet long-distance non-emergency medical transportation needs of older adults and other Coordinated Plan target groups.
Goal 4: Improve Transit Infrastructure and Travel Access
4.1 Support ongoing maintenance and repair of transit infrastructure to ensure safe, secure and access to transit services for all users.
4.2 Coordinate with local jurisdictions to exchange information and identify barriers to transit access within 1/3 mile of transit stops, seeking to improve paths of access for pedestrians, individuals with mobility challenges and bicycle users alike.
4.3 Upgrade and enhance bus stops and related infrastructure, including seating, shelter and lighting, by regularly monitoring conditions and pursuing additional funding sources for improvements.

4. Final Coordinated Plan Report

A draft of the Coordinated Plan was released for public review from September 12 to October 13, 2025, through the project website. Four written comments were received and considered in the final version of the plan (Attachment 1). The final report will be posted on RCTC's website following approval by the full Commission on November 12, 2025.

FISCAL IMPACT:

There is no fiscal impact for this item.

Attachment: Public Transit-Human Services Transportation Coordinated Plan for Riverside County, 2025 Update

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

PUBLIC TRANSIT - HUMAN SERVICES COORDINATED TRANSPORTATION PLAN FOR RIVERSIDE COUNTY 2025 UPDATE

Final November 2025

Prepared by:

AMMA TRANSIT PLANNING

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Executive Summary

Why This Plan is Undertaken

The Public Transit–Human Services Coordinated Transportation Plan for Riverside County, 2025 Update (Coordinated Plan) serves to document mobility needs and gaps of seniors, individuals with disabilities, persons of low income, veterans and tribal members living and traveling within Riverside County (County). Through goals to enhance mobility, strategies and potential projects, the Coordinated Plan provides direction to Riverside County stakeholders that include Riverside County Transportation Commission (RCTC), the County's public transit providers and human services agencies, as well as sovereign Tribes, municipalities and the County.

Authorization and Responsibilities

The coordinated planning process is required by Federal Transit Administration (FTA) Circular 9070.1H, originating in Public Law 109-059, SAFETEA-LU, as amended in Public Law 112-141, MAP-21. This requires that projects that are selected for funding in certain grant programs, including FTA Section 5310, be:

> "…included in a locally developed, coordinated public transit–human services transportation plan, these plans must be "... developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private and non-profit transportation and human service providers, and other members of the public."

As the designated Regional Transportation Planning Agency (RTPA) and County Transportation Commission (CTC) for Riverside County, RCTC develops the Coordinated Plan and its recurring updates. The Plan update process addresses each of the required elements called out in FTA Circular 9070.1H, detailed in **Chapter 1 – Purposes and Approach**.

About this Plan

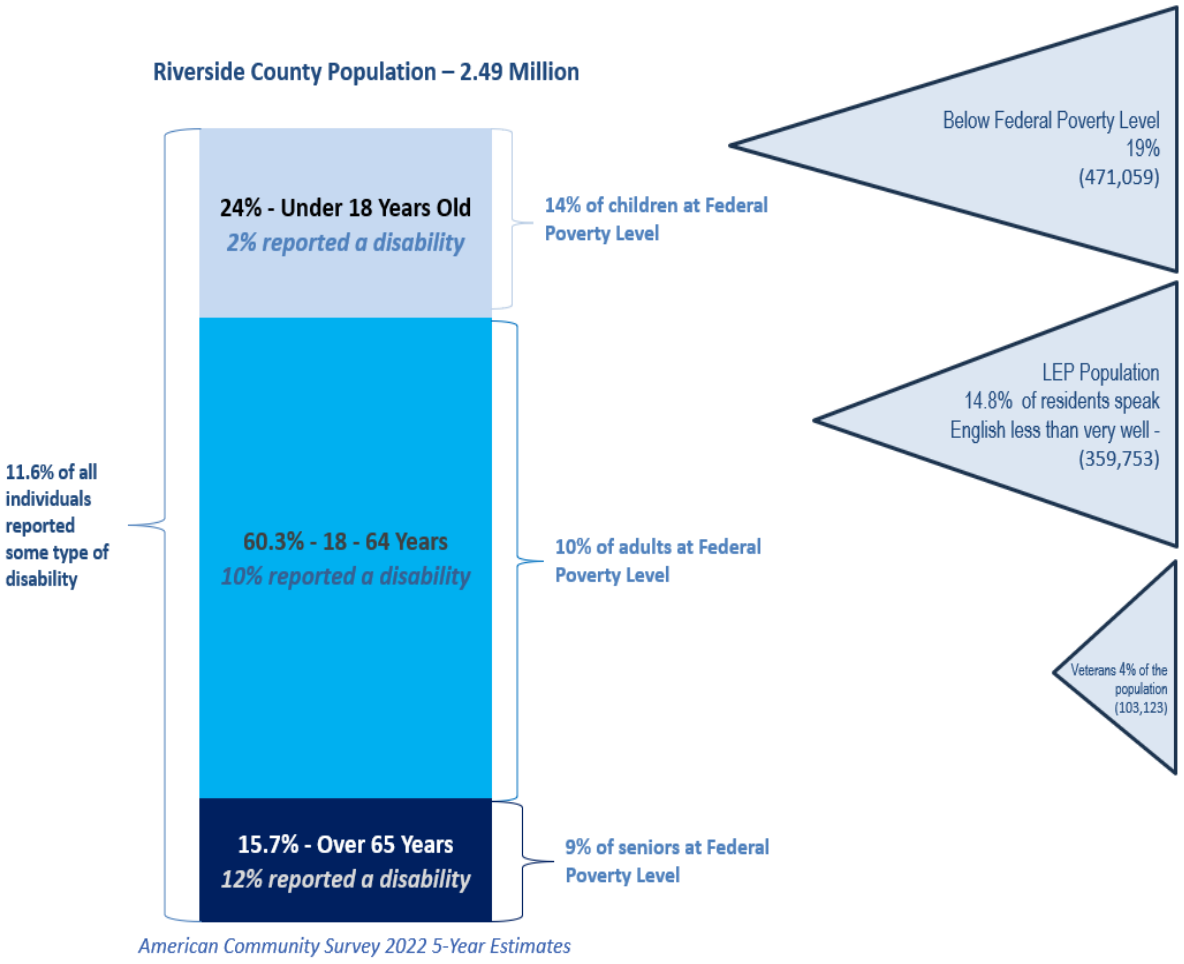
Demographic Changes Among the Target Populations

Chapter 2 – Existing Demographics of this Coordinated Plan 2025 Update describes key demographic and socioeconomic characteristics for the Countywide population as a whole and the target populations of this plan — older adults, people with disabilities, low-income populations and veterans, using the most currently available American Community Survey sources. An overview of relevant Riverside County population changes includes the following:[1]

[1] American Community Survey 2022 Five-Year Estimate Tables

- 15.7 % are 65 or older
- 11.6% have a disability
- 19% are living below 150% of the federal poverty level
- 4% are veterans
- 14.8% have limited-English proficiency

Figure ES-1: Target Populations Overview



Since the 2021 Coordinated Plan Update, some population groups within Riverside County saw notable increases, such as those over the age of 65 and those reporting a disability. These are two key groups within the Plan's Target Populations.

Public and Human Services Transportation Network

Chapter 3 – Assessment of Available Transportation summarizes the County's public, private and specialized transportation providers, describing the services they provide. Of the specialized transit providers, there are nineteen (19) recipients of Measure A Specialized Transportation funding and eleven (11) FTA Section 5310 recipients. This listing represents a considerable network of providers and programs operating across multiple modes of transportation.

Table ES-1: Coordinated Plan 2025 Update One-Way Trips and Available Vehicles

Mode of Transportation	Coordinated Plan Annual Trips FY 2023/2024	% of Total Trips	Fleet Inventory
Public Fixed-Route [1]	8,245,061	76.8%	337
Public Demand Response [2]	620,565	5.8%	182
Regional Rail [3]	713,155	14.1%	N/A
Specialized Transportation [4]	361,389	3.4%	225
Totals	**9,940,170**	**100%**	**700**
[1] As reported by the public transit operators through the TransTrack Data Management System			
[2] As reported by the public transit operators through the TransTrack Data Management System			
[3] Metrolink reported boardings on all train lines that service Riverside County. Trips for FY 23/24 are based on ticket sales from Riverside County stations			
[4] Specialized transportation trips for FY 23/24 include Measure A and FTA Section 5310 funded projects.			

The almost 10 million passenger trips on public transit in Riverside County during fiscal year (FY) 23/24 included 361,389 specialized transportation trips supported by FTA Section 5310 funds or by the local Western Riverside Measure A Specialized Transit Program. These two fund sources are of particular focus to this Coordinated Plan Update.

Identifying Mobility Needs and Gaps

Chapter 4 – Assessment of Mobility Needs and Gaps details a three-phased outreach effort designed to ensure that a spectrum of voices contributed to the development of this Coordinated Plan 2025 Update, in line with the regulatory direction that the Plan be "locally developed" (Federal Transit Administration Circular 9070.1H).

The three outreach phases included:

- **Phase I Agency Interviews** – identifying needs, during September and October 2024
- **Phase II Countywide E-survey** – identifying needs, during January and February 2025
- **Phase III Virtual Prioritization Workshop** – inviting comments upon and assistance in prioritizing strategies responsive to needs in the spring of 2025.

During the first two public engagement phases, 31 stakeholder agencies were interviewed, 792 participants responded to the survey and 137 social media responses were received. Results of those contacts are reported in this chapter, with Phase III outreach from the virtual Prioritization Workshop reported in Chapter 6. Additionally, Measure A providers' site visit findings informed the Chapter 4 mobility needs and gaps reported.

Defining Responsive Goals, Strategies and Prioritized Direction

Chapter 5 – Goals and Strategies presents the heart of this Plan Update's direction, drawing upon the extensive demographic and outreach findings previously presented; responsive goals and strategies were developed. Chapter 5 presents four goals and seventeen (17) supporting strategies by which to address the Coordinated Plan 2025 Update findings and improve mobility of target group members, including vulnerable residents of Riverside County.

Goal 1: Build Capacity of Specialized and Alternative Transportation

Goal 2: Improve the Promotion of Available Transit Resources

Goal 3: Enhance Transit Growth, Coverage, and Connections

Goal 4: Improve Transit Infrastructure and Travel Access

Chapter 6 – Prioritized Direction presents an approach to addressing the mobility gaps identified on behalf of the multiple target groups of this Update. Given the number of survey respondents and stakeholders that participated in the process and those attending the Prioritization Workshop, there is a growing awareness of this transportation planning effort and its direction.

On July 9, 2025, RCTC hosted a virtual Prioritization Workshop to share with stakeholders and interested parties' outreach and survey findings and to present the suggested direction for improving mobility of the Plan's target groups. Twenty-eight (28) individuals from throughout the County took part and participants rated Plan strategies during the workshop. Their responses were coupled with those participating only online, if they could not join the meeting, and the ratings of RCTC team members.

Chapter 1. Purposes and Approach

Background and Requirement

The Public Transit–Human Services Transportation Coordination Plan for Riverside County, 2025 Update (COORDINATED PLAN) serves to document mobility needs and gaps of seniors, individuals with disabilities, individuals of low income, veterans and tribal members living and traveling within Riverside County (County). Through goals to enhance mobility, strategies and potential projects, the Coordinated Plan provides direction to Riverside County stakeholders that include the Riverside County Transportation Commission, the County's public transit providers, human service agencies and city and County personnel.

RCTC's Funding Responsibilities

The Riverside County Transportation Commission (RCTC) was established in 1976 by state legislation to oversee the funding and coordination of all public transportation services within Riverside County. RCTC is the designated Regional Transportation Planning Agency (RTPA) and County Transportation Commission (CTC) for Riverside County. As the designated RTPA and CTC, its responsibilities include setting policies, establishing priorities, providing oversight on transportation funding and coordinating activities among the County's various transit operators and local jurisdictions.

Federal Transit Administration Section 5310 Program

The goal of the Federal Transit Administration (FTA) Section 5310, Enhanced Mobility of Seniors and Individuals with Disabilities Program is to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding the availability of transportation mobility options. This program supports transportation services planned, designed and carried out to meet the special transportation needs of seniors and individuals with disabilities in all areas — large, urbanized area (population of 200,000 or more), small urbanized (population between 50,000-200,000) and rural population (under 50,000), as defined by the U.S. Census Bureau. The FTA Section 5310 Program provides grant funds for capital, mobility management and operating expenses for:

- Public transportation projects planned, designed and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate or unavailable.
- Public transportation projects that exceed the requirements of the Americans with Disabilities Act (ADA).
- Public transportation projects that improve access to fixed-route service and decrease reliance on complementary paratransit.

- Alternatives to public transportation projects that help seniors and individuals with disabilities and with transportation.

For rural and urbanized areas of Riverside County, the California Department of Transportation (Caltrans) is the direct recipient of FTA Section 5310 funds with responsibility for program administration. For each funding cycle, Caltrans administers a statewide competition. As the RTPA, RCTC oversees preliminary scoring the Traditional FTA Section 5310 projects from Riverside County using state-mandated criteria and submits the scores to Caltrans for the statewide competition.

Per FTA Circular 9070.1H, all projects selected for funding ***must be included*** in a locally developed, coordinated public transit–human services transportation plan, and the plan must be developed through a process that includes representatives of public, private and nonprofit transportation, human service providers, and members of the public.

RCTC's Measure A Specialized Transit Program

RCTC administers Measure A funds, Riverside County's first voter-approved half-cent sales tax for transportation improvements, which first passed in 1988. In 2002, Measure A was extended by Riverside County voters and will continue to fund transportation improvements through 2039.

A portion of the tax generated in Western Riverside County supports specialized transportation services directed to three target groups: seniors, individuals with disabilities and/or low-income individuals. This specialized transportation funding is available only in the Western part of Riverside County, between the Orange County border to the west, the San Bernardino County border to the north, Cabazon/Banning to the east and the San Diego County border to the south. Measure A fund allocations for specialized transit in the Coachella Valley are provided to SunLine Transit Agency. In the Palo Verde Valley, there is no Measure A funding given to public transit providers.

Measure A specialized transit funding supports directly operated services that expand or extend existing transit or fill mobility gaps that would otherwise exist without these services. RCTC awards and allocates Measure A funding under its Western County Specialized Transit Program. RCTC invites proposals for project funding every two or three years through a competitive process.

The Measure A Specialized Transit Program requires that projects are consistent with the Coordinated Plan 2025 Update.

Coordinated Plan Authorization

The Coordinated Plan concept was first required by federal statute by 2005's Public Law 109-059 Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU).

In 2012, the Coordinated Plan requirement was reaffirmed in authorizing legislation Public Law 112-141, Moving Ahead for Progress in the 21st Century (MAP-21). Within the federal context, its direction narrowed from three funding programs authorized in SAFETEA-LU to just a single program under MAP-21, FTA Section 5310, Enhanced Mobility of Seniors and Individuals with Disabilities.

In January 2016, Congress authorized new transportation legislation with Public Law 114-94 Fixing America's Surface Transportation Act (FAST Act) with five-year provisions through 2020. FAST Act guidance continues requirements for coordination and long-range planning, with public transit providers and planning agencies continuing to implement the guidance provided under MAP-21.

In November 2024, federal funding for transportation is now apportioned by a federal transportation authorization, currently the Bipartisan Infrastructure Law, enacted as the Infrastructure Investment and Jobs Act (IIJA).

Coordinated Plan Requirements

The FTA Circular 9070.1H describes the Coordinated Plan process, identifying four required elements:

1. An assessment of available public, private and nonprofit transportation providers.
2. An assessment of transportation needs of individuals with disabilities and seniors.
3. Strategies, activities and/or projects to address identified gaps between current services and needs, as well as opportunities to achieve efficiencies in service delivery.
4. Priorities for implementation based on resources, time and feasibility for implementation.

The regulation also requires that a Coordinated Plan be developed and approved through a process that includes participation by seniors; individuals with disabilities; representatives of public, private and nonprofit transportation and human services providers; and other members of the public (e.g., veterans, individuals of low income, etc.). FTA maintains flexibility in how projects appear in a Coordinated Plan. Accordingly, projects may be identified as strategies, activities and/or specific projects addressing an identified service gap or a transportation coordination objective articulated and prioritized within the plan. Also required, to the maximum extent feasible, funded services are to be coordinated with transportation services and assisted by other federal departments and agencies.

The Coordinated Plan and RCTC

The Coordinated Plan's Value to RCTC

The Coordinated Plan 2025 Update, while prepared in compliance with federal rules, works to enhance the mobility of individuals with disabilities, seniors and low-income individuals.

The Coordinated Plan also supports the following objectives:

- ***Enhancing mobility for individuals*** with disabilities, seniors, individuals of low income, those who served in the military, who are tribal members or have limited-English speaking proficiency.
- ***Supporting the effective administration*** of RCTC's Western County Measure A Specialized Transit Program.
- ***Supporting agencies in developing projects and securing grant awards*** from the FTA Section 5310 Program.
- ***Supporting agencies in developing projects and securing grant awards*** from RCTC's Measure A Specialized Transit Program.
- ***Expanding vehicle and operating funding*** to Western County Specialized Transit Program participants.
- ***Developing better coordinated transportation*** between public transit and human service organizations, providing more trips for more people.
- ***Supporting new and continued partnerships*** to better coordinate and leverage resources and funding.
- ***Supporting more stakeholder agencies*** in seeking funding by which to address mobility needs; and
- ***Monitoring the mobility landscape*** in relation to services to the Coordinated Plan populations.

Since the 2021 Coordinated Plan Update process, RCTC has worked to implement its four Coordinated Plan Goals. Table 1, on the following page presents a summary of Coordinated Plan-related improvements made by RCTC's rail, transit and vanpool programs since 2021.

Table 1: Overview of RCTC Rail, Transit and Vanpool Programs Coordinated Plan-Related Improvements Since 2021 Coordinated Plan

2021 Coordinated Plan Goals	Transit Program Improvements
Goal 1 – Build a more responsive, sustainable public transportation network	- Completed Zero-Emission Bus Rollout Plans in 2023 on behalf of the five smaller transit operators in the County. - Constructed an expanded Metrolink layover facility at the Riverside Downtown Station. - Completed a second platform and added over 3 miles of double tracking at the Moreno Valley-March Field Metrolink Station. - Project development on the Perris South Station and Layover Project, Perris Valley Line Double Track Project (6 miles) and the Mead Valley Station/Mobility Hub. - Consolidated the Western County and Coachella Valley Vanpool programs into the countywide VanClub program. - Upgraded passenger amenities and ADA accessibility at various stations. - Completed the Tier I environmental review for Coachella Valley – San Gorgonio Pass Rail Corridor Service Project. - Engagement on state and federal legislative efforts, such as the Transit Transformation Task Force and California Transit Association's Zero-Emission Bus Task Force.
Goal 2 – Strengthen specialized transportation options	- Collaborated with Caltrans to review and evaluate FTA Section 5310 awards in 2022 and 2024. - Advocated for process improvements for the FTA Section 5310 Program on behalf of various recipients in Riverside County that experienced delays in contract agreements, vehicle procurements and invoicing. - Awarded approximately $9 million in Measure A Specialized Transit Funds to 16 operators and launched a new pilot program in Menifee in 2021. - Awarded approximately $11 million in Measure A Specialized Transit Funds to 17 operators in 2025.

Goal 3 – Equitably distribute transportation resources	- Assessed and revised the Commission's transit policies. Adopted the Traffic Relief Plan update for potential future local measure. - Distributed approximately $195 million in COVID-19 relief funds to transit operators. - Increased VanClub subsidy from $400 to $600 per month for eligible vanpools. - Annually, approximately $300 million is distributed for transit operations and capital projects. - Allocated and awarded approximately $287 million in Senate Bill 125 funds to transportation-related projects that will benefit transit riders.
Goal 4 – Grow public transportation awareness	- Conducted Countywide public outreach for the Traffic Relief Plan. - Collaborated and partnered with neighboring County Transportation Commissions to provide SoCal511, a regional 511 traveler information service. - Hired a new Community Engagement Manager to enhance RCTC's presence at local community events and meetings. - Expanded the IE Commuter rideshare program to eastern Riverside County, providing rideshare and transit information services, as well as incentives, to residents and employers in the area. - Launched the "Experience Metrolink" program for Inland Empire residents. - Sought funding and planned for a regional volunteer-based Transit Trainer program, transitioning experienced riders into transit trainers who can support their coworkers unfamiliar with transit to take their first trip or two until they can ride independently. - Continued to expand and develop the Riverside County Transportation Network.

Coordinated Plan's Organization and Process

RCTC prepared this Coordinated Plan 2025 Update with assistance provided by AMMA Transit Planning, in compliance with federal requirements and applicable public participation and stakeholder consultation provisions. Various activities, detailed in this section, were conducted

Countywide to follow the federal requirement that the Coordinated Plan be developed through local processes.

The Coordinated Plan 2025 Update is organized as follows:

Chapter 2 – Existing Demographics

This chapter describes the demographic and socioeconomic characteristics for the Countywide population as a whole and the target populations of this plan: seniors, people with disabilities, low-income populations and veterans. Chapter 2 also presents equity-focused communities — block groups where significant numbers of non-white and individuals of low income live.

This demographic analysis was conducted using the American Community Survey (ACS) 2022 Five-Year Estimates and the 2020 U.S Decennial Census, the most current population data available at the time.

Chapter 3 – Assessment of Available Transportation

This chapter describes the transportation network in Riverside County, from rail and regional fixed-route and ADA-complementary paratransit Access Services to municipal transit operators and vanpool programs. Information about human services, transportation, Measure A Specialized Transit and Section 5310 recipients is also presented.

The inventory was developed by updating the 2021 Coordinated Plan Inventory, through conversations with public and municipal transit operators and through information gathered during agency interviews and the Countywide e-survey processes.

Chapter 4 – Assessment of Mobility Needs and Gaps

This chapter presents the Coordinated Plan's outreach to target populations and the agencies that serve them and the public. It also includes representative community members' assessment of their mobility needs and gaps. This chapter presents findings from two phases of virtual outreach activities:

- **Phase I Agency Interviews** – Identifying needs through interviews with more than 31 agencies during September and October 2024.
- **Phase II Countywide E-Survey** – Identifying needs through an online survey during January 2025.
  - The e-survey was promoted via email blasts to a stakeholder network of more than 466 contacts; RCTC's social media, website and blog; and County transit operators' social media and email lists.
  - Marketing materials in both English and Spanish were distributed to stakeholders to aid in e-survey promotion.

Chapter 5 – Goals and Strategies

Chapter 5 presents the organizing framework for the Coordinated Plan 2025 Update: four goals, 17 strategies and potential projects by which to address these goals. The goals and their supporting strategies are designed to address the findings developed through the demographics analysis, the transportation inventory and the two-phased public engagement process.

Chapter 6 – Implementation Approach

Chapter 6 reports on the prioritization of the Coordinated Plan Strategies for implementation and provides guidance on implementing this Coordinated Plan 2025 Update for Riverside County.

Consistent with federal regulations, a community process informed the Coordinated Plan strategies and implementation priorities, which were further refined by near- and long-term implementation, funding levels and complexity of implementation.

The community process for prioritizing strategies consisted of:

Phase III Stakeholder Interviews and Meetings – These efforts invited feedback and assistance in prioritizing strategies that address identified needs from the Fall 2024. Target population groups and agency stakeholders were invited to visit the project website to learn about project findings, place transportation needs and gaps through an interactive mapping tool and rate the strategies' priority and provide written comments.

The Interviews and Stakeholder meetings were promoted via email blasts to a stakeholder network of more than 31 contacts; 792 e-survey respondents; RCTC's social media, website and blog; and County transit operators' social media and email lists.

Marketing materials in both English and Spanish were distributed to stakeholders to aid in promotion. Spanish interpretation was provided during the workshop, and all open house and workshop materials were provided in English and Spanish.

Chapter 2. Existing Demographics

This chapter describes key demographic and socioeconomic characteristics for the Countywide population as a whole and the target populations for this plan: seniors, people with disabilities, low-income populations and veterans. Individuals with limited-English proficiency (LEP) and selected commute characteristics are also described.

This chapter is divided into two main sections: Countywide Demographics and Regional-level Demographics. The latter will include information about the target populations for each of the three regions in the County:

- Western Riverside County
- Coachella Valley
- Palo Verde Valley

Countywide Demographics

This section focuses on County-level demographics and the changes that occurred since the previous 2021-2025 Coordinated Plan.

This section includes:

- Overview of the Target Populations
- Historic and Projected Population Change
- Seniors
- Individuals with Disabilities
- Low-Income Populations
- Veterans
- Limited-English Proficiency
- Commute Characteristics

Methodology

During the development of the 2021-2025 Coordinated Plan, data primarily came from American Community Survey (ACS) one-year estimates for years 2014 and 2018, to show demographic and socioeconomic changes at the County level (unless otherwise noted). At the time of this writing, the most recent reliable data available comes from the ACS 2022 Five-Year Estimates and the 2020 Decennial Census.

Where poverty is discussed, living in poverty in Riverside County is defined as having a household income below 150% of the Federal Poverty Thresholds. This is described in federal guidelines constructed for Coordinated Plans. It also recognized that California has a generally higher cost of living than the national average. Federal Poverty Level thresholds are defined by the Census by the number and age of people living in a household.

Disability status is self-reported to the ACS and based on six disability-related questions. Disability status is determined by the ACS for civilian noninstitutionalized population, so individuals in prisons, skilled nursing facilities or long-term hospitals are not included in these counts.

Overview of the Target Populations

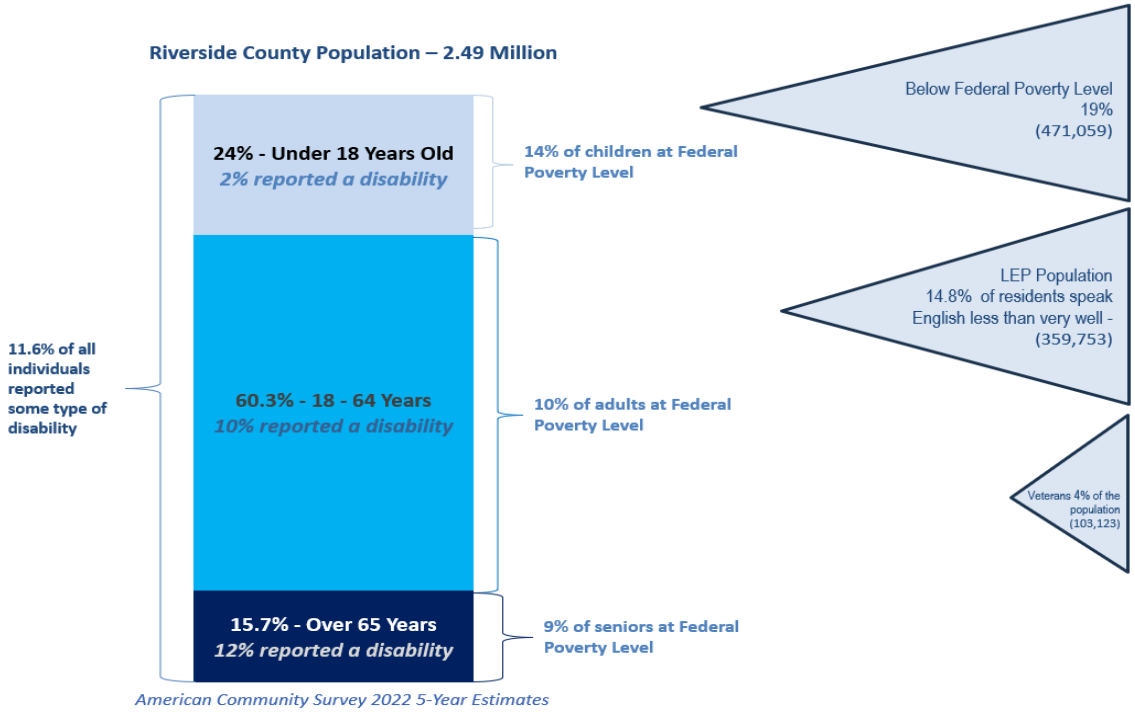
Figure 1 provides a graphical overview of the target populations within Riverside County. The graph shows that youth under the age of 18 are more likely to be living in poverty than adults ages 18 to 64 and adults over 65. It also shows that seniors are much more likely to have a disability than adults and youth.

Among Riverside County's Residents:[2]

- 15.7 % are 65 or older (up 1.3%, 2021 Plan)
- 11.6% have a disability (up 0.4%, 2021 Plan)
- 19% are living 150% below the federal poverty level (down 2.9%, 2021 Plan)
- 4% are veterans (down 2.2%, 2021 Plan)
- 14.8% have limited-English proficiency (down 0.9%, 2021 Plan)

Coordinated Plan target population groups within Riverside County have seen some increase, such as those over the age of 65 and those reporting a disability.

Figure 1: Target Populations Overview



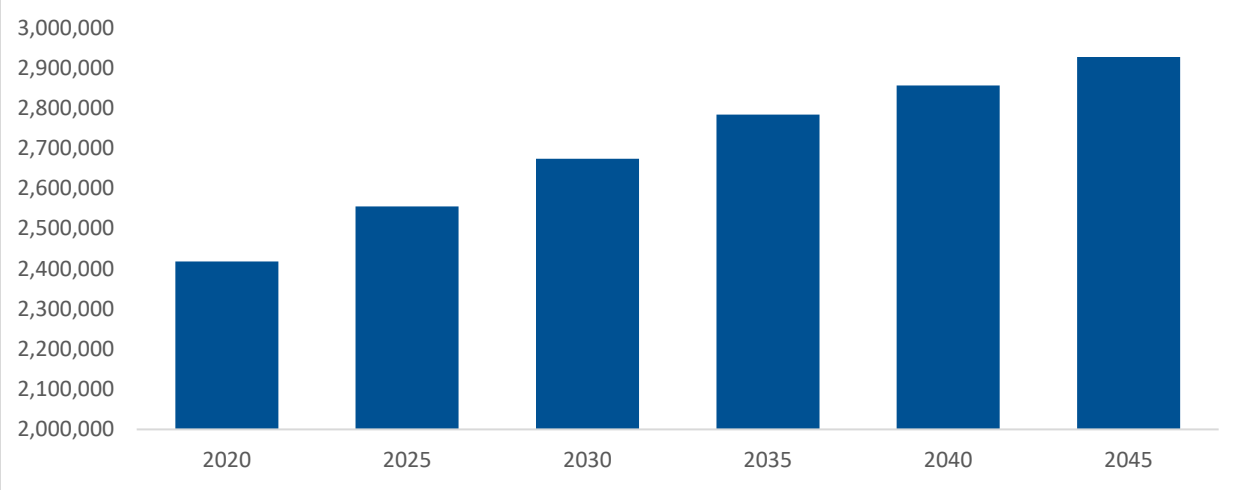
[2] American Community Survey 2022 Five-Year Estimate Tables, S1710, S1810, S2101, S1601

Population Change

The Southern California Association of Governments (SCAG) predicts Riverside County's total population to grow by 14.6% over the next 20 years, averaging almost 19,000 (0.7%) new residents per year.[3] Figure 2 and Figure 3 depict estimated population growth for Riverside County and the State of California.

The projections for Riverside County are based on SCAG's regional modeling approach, integrating local land use and household growth data, while the California Department of Finance (DOF) uses a statewide methodology based on demographic trends and administrative records for state level projections. SCAG's housing methodology considers local planning inputs from local jurisdictions like land use and General Plan designations, whereas DOF uses a detailed housing unit methodology tracking construction and conversions statewide. The key difference lies in SCAG's focus on local planning inputs, while DOF relies on state-level demographic and housing data.[4]

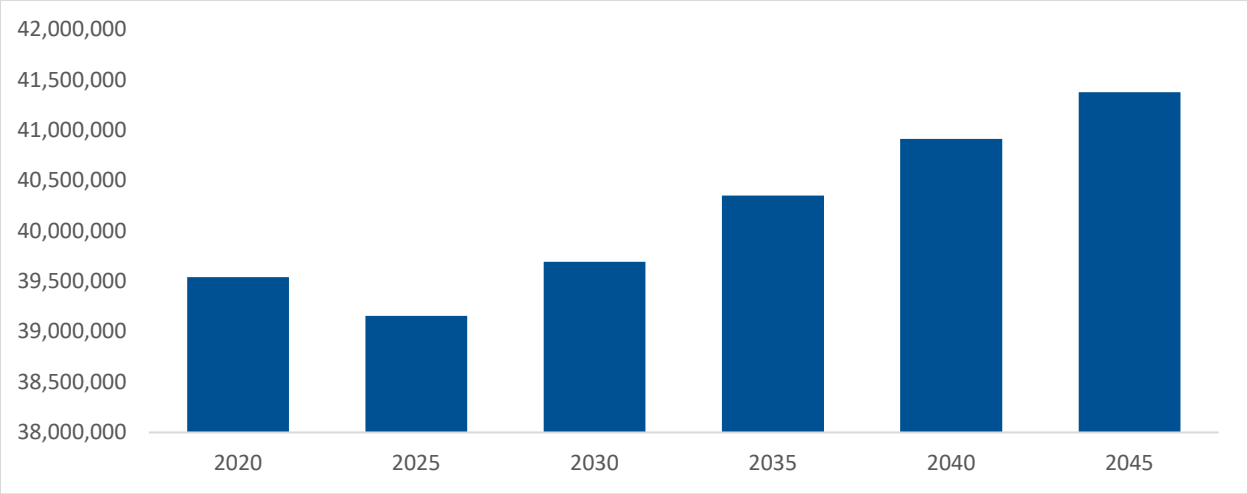
Figure 2: Riverside County's Predicted Population Growth Through 2045



By contrast, the State of California will grow by 6.1% over the next 20 years, averaging 0.3% per year less than half the rate of growth predicted for Riverside County (Figure 3).[5] However, it is interesting to note that the State's population experienced a dip in growth during the pandemic.

[3] Connect SoCal 2024 – Demographics and Growth Forecast Technical Report
[4] California's Department of Finance, Forecasting 2024 Table P-2A

Figure 3: California Population Growth Through 2045



Demographics

Table 2 shows the projected population growth of Riverside County by Age Group over the next 20 years as estimated by the California Department of Finance. Over the next 20 years, growth in the county's senior population is expected to represent nearly a quarter of all residents, up from 16% of the population in 2024, while the youth population which now represents 26% of the population will decrease to only 19%.[6]

Table 2: Riverside County's Population Growth Projections by Age Group

Age Group	2024	2030	2035	2040	2045	% Change from 2024 - 2045
Under 18 Years Old	26%	23%	21%	20%	19%	-6%
18 - 64 Years Old	58%	59%	59%	59%	59%	0%
65 and Older	16%	19%	20%	21%	22%	6%

Seniors

Currently, 16% of Riverside County's population is over 65 and growing (as seen in Table 2). In addition to a growing demographic, Table 3 shows 25% of those between the ages of 65 to 74 report a disability, and that percentage increases to almost 50% for those over the age of 75.[7]

[6] California Department of Finance Table P-2C
[7] American Community Survey 2022 Five-Year Estimates, S1810 Disability Characteristics

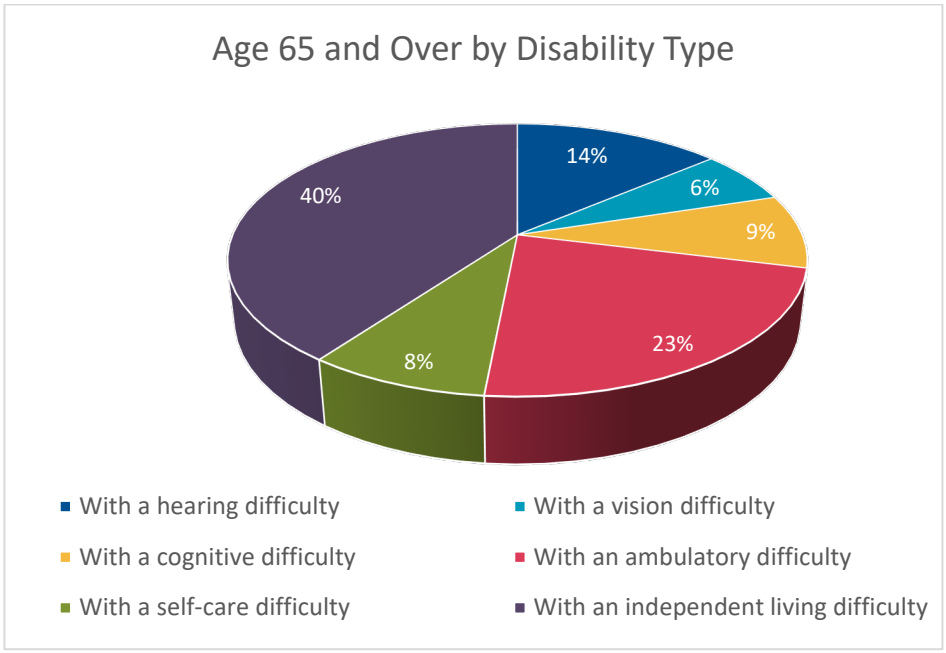
Table 3: Riverside County's Population by Age Reporting a Disability

	Total Population	Living w/Disability	Percentage Living w/Disability
Total civilian noninstitutionalized population	**2,407,200**	**279,746**	**11.6%**
Under 5 years	146,342	1,194	0.8%
5 to 17 years	450,805	22,378	5.0%
18 to 34 years	565,002	35,259	6.2%
35 to 64 years	889,950	96,003	10.8%
18 to 64 years	1,454,952	131,262	17.0%
65 to 74 years	204,380	50,721	24.8%
75 years and over	150,721	74,191	49.2%

Total Population: ACS 2022 Five-Year Estimate of Civilian Noninstitutionalized Population

Figure 4 details the type of disability reported of those over the age of 65 who report a disability. Independent Living Disability refers to those who report a disability but still live an independent life on their own, which accounts for 40%. Of those over 65, 23% reported having an ambulatory difficulty, which refers to the ability to climb up and down stairs.[8]

Figure 4: Age 65 and Over by Disability Type

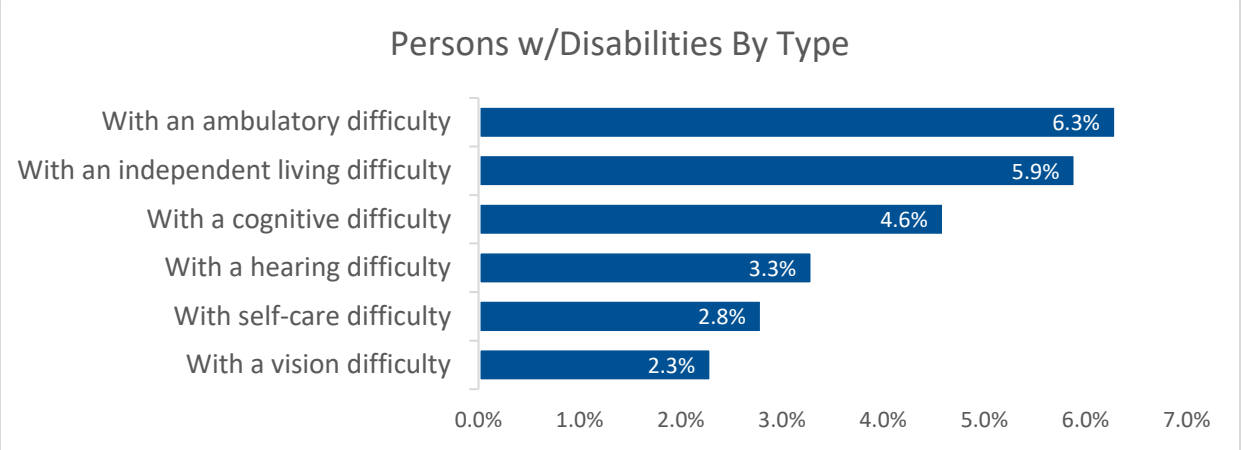


[8] American Community Survey 2022 Five-Year Estimates, S1810 Disability Characteristics

People with Disabilities

Figure 5 details individuals with disabilities by type. Ambulatory difficulty is among the highest reported types of disability.[9] Ambulatory refers to difficulty walking or climbing stairs, which is important to understand when it comes to service planning and fleet needs for transit operators.

Figure 5: Riverside County Residents Reported Disability by Type



Low-Income Populations

Low-income individuals affect all age groups in Riverside County. However, as mentioned in the Executive Summary, poverty rates by age groups across the United States, as well as in Riverside County, have experienced a significant decrease since the last Coordinated Plan Update. With that said, Table 4 demonstrates that poverty is experienced by all age groups, with those most affected under the age of 18.[10]

Table 4: Riverside County Residents Living Below the Federal Poverty Level

	Total Population by Age Group ACS 2022	Total Persons Below 100% of Federal Poverty Level ACS 2022	Percent of Age Group Below Federal Poverty Level ACS 2022	Percent of Age Group Below Federal Poverty Level ACS 2018
Under 5 years	143,567	21,292	14.8%	21.1%
5 to 17 years	445,091	65,927	14.8%	19.6%
18 to 34 years	556,809	63,111	11.3%	15.1%
35 to 64 years	892,114	85,639	9.6%	12.4%
60 years and over	489,344	51,639	10.6%	10.8%
65 years and over	355,101	36,733	10.3%	10.4%

[9] American Community Survey 2022 Five-Year Estimates Table S1810 Disability Characteristics
[10] American Community Survey 2022 Five-Year Estimates, American Community Survey 2018 Five-Year Estimates

Veterans

Riverside County veterans are present throughout a variety of age groups but tend to dominate those over 75 years of age, as seen by Figure 6.[11]

Figure 6: Riverside County Veterans by Age Group

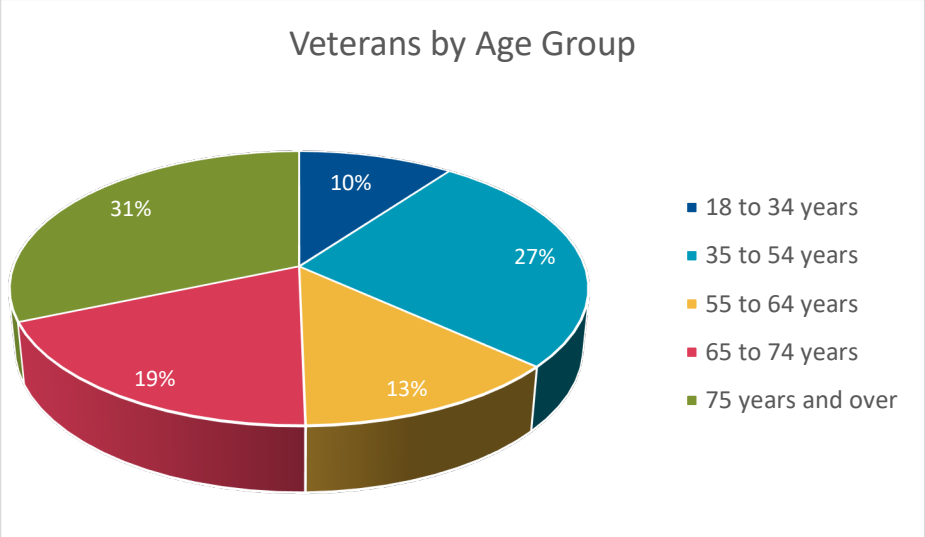
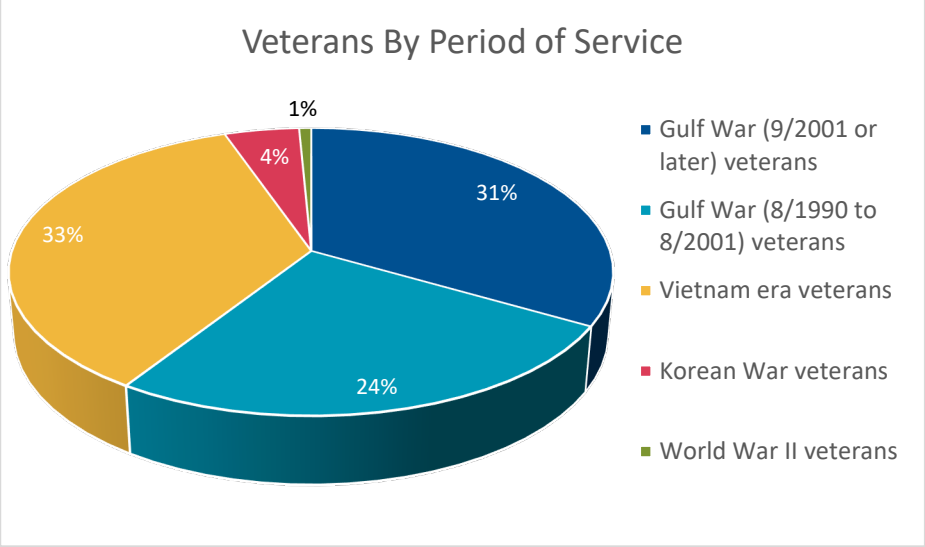


Figure 7 looks at veterans by the period of service in which they served. This information may be important for marketing and the promotion of services, as well as understanding the number of individuals who will need help in the future as they age.[12]

Figure 7: Veterans by Period of Service

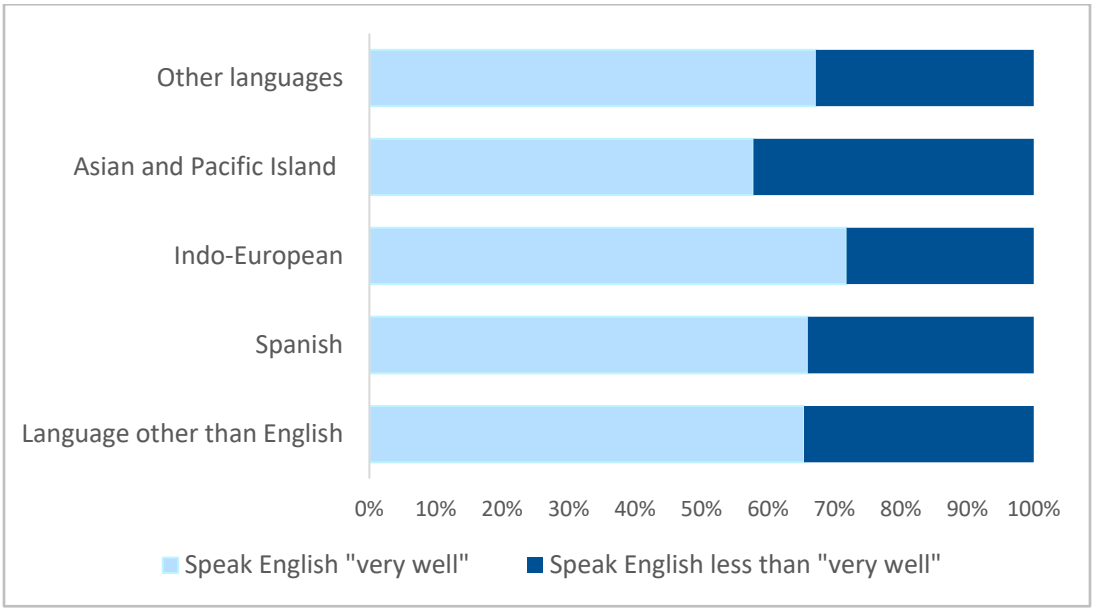


[11] American Community Survey 2022 Five-Year Estimates, S2101 Veteran Tables
[12] Ibid.

Limited-English Proficiency

Figure 8 considers the percentage of Riverside County residents who speak a language other than English and whether they speak English very well. The American Community Survey categorizes respondents that report they speak English well, not well, or not all as "less than very well". Understanding where language barriers may exist is an important consideration with regards to outreach and engagement.[13]

Figure 8: Riverside County Residents' Limited-English Proficiency



Commute Characteristics

The aforementioned data focused primarily on targeted demographic populations, identified throughout the Coordinated Plan process. However, the following information will focus more on commuting behavior and transportation modes. Figure 9 details commuting by transportation and travel behavior. Many workers drive to work alone (74%), with roughly 12% carpooling.[14] Less than 1% take public transit.

[13] American Community Survey 2022 Five-Year Estimates, S1601 Limited-English Proficiency Tables
[14] American Community Survey 2022 Five-Year Estimates, S0802 Means of Transportation to Work

Figure 9: Riverside County Residents' Means of Transportation to Work

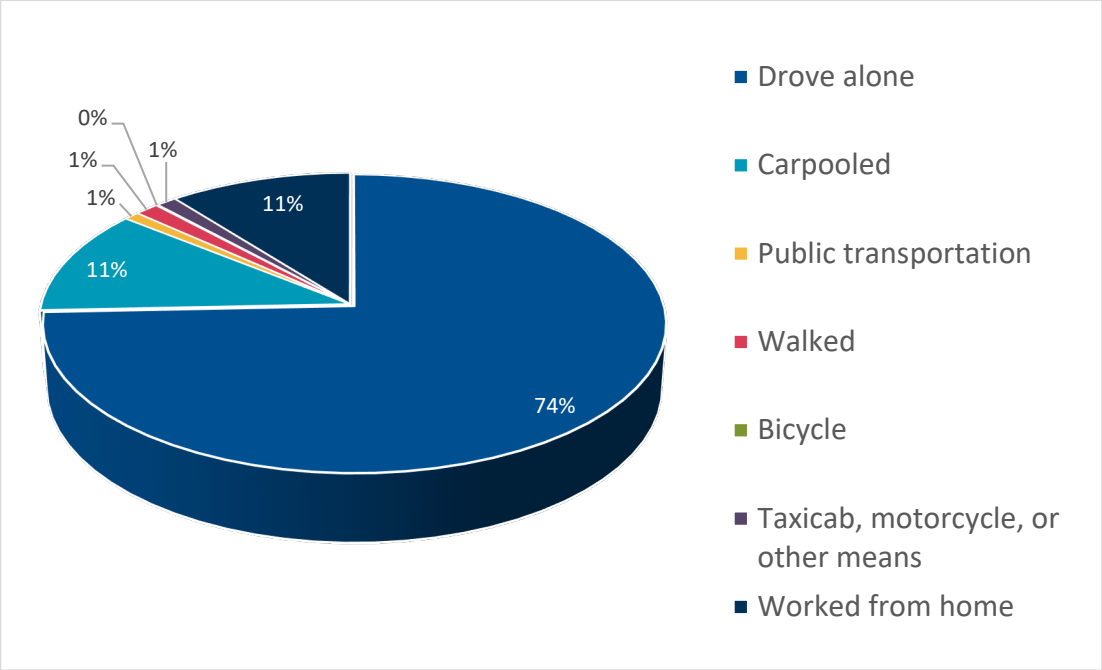


Figure 10 describes the direction in which Riverside County residents travel. Seventy-eight percent (78%) of commuters stay within Riverside County, while 21.6% travel outside the County to get to work.[15]

Figure 10: How Riverside County Residents Travel

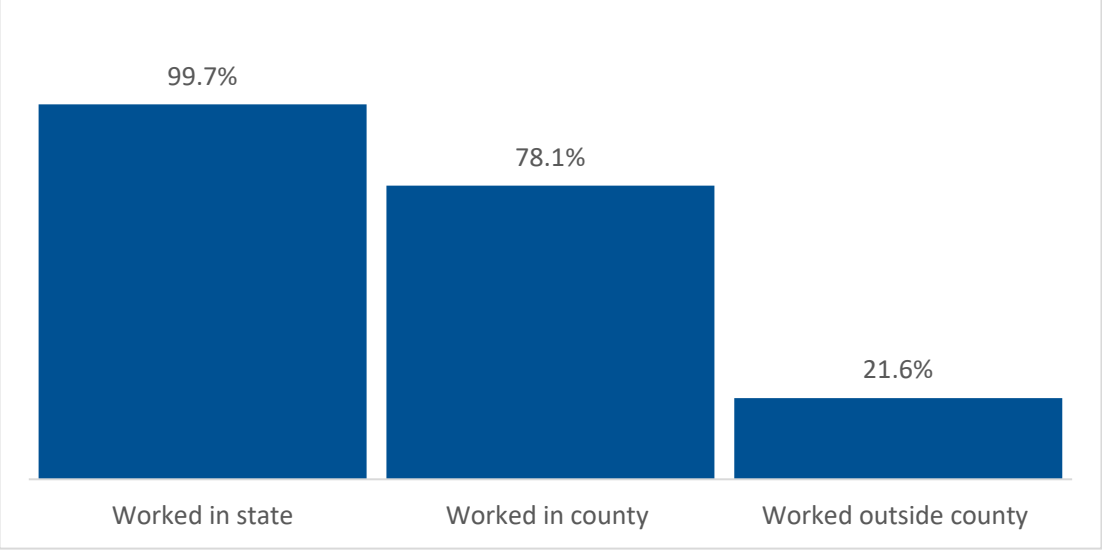


Table 5 describes the time of day in which Riverside County residents commute to work. Nearly a quarter of residents who work travel between 9 a.m. – 12 p.m., with the second largest group

[15] Ibid

traveling between 7 a.m. – 7:30 a.m. This trip demand information is important for operators for determining scheduling and frequency of service.[16]

Table 5: Riverside County Time of Departure Commute Data

Time of Departure to Go To Work	
12:00 a.m. to 4:59 a.m.	12.0%
5:00 a.m. to 5:29 a.m.	6.7%
5:30 a.m. to 5:59 a.m.	5.8%
6:00 a.m. to 6:29 a.m.	9.8%
6:30 a.m. to 6:59 a.m.	8.1%
7:00 a.m. to 7:29 a.m.	13.0%
7:30 a.m. to 7:59 a.m.	7.6%
8:00 a.m. to 8:29 a.m.	9.5%
8:30 a.m. to 8:59 a.m.	3.6%
9:00 a.m. to 11:59 p.m.	23.8%

Regional-Level Demographics

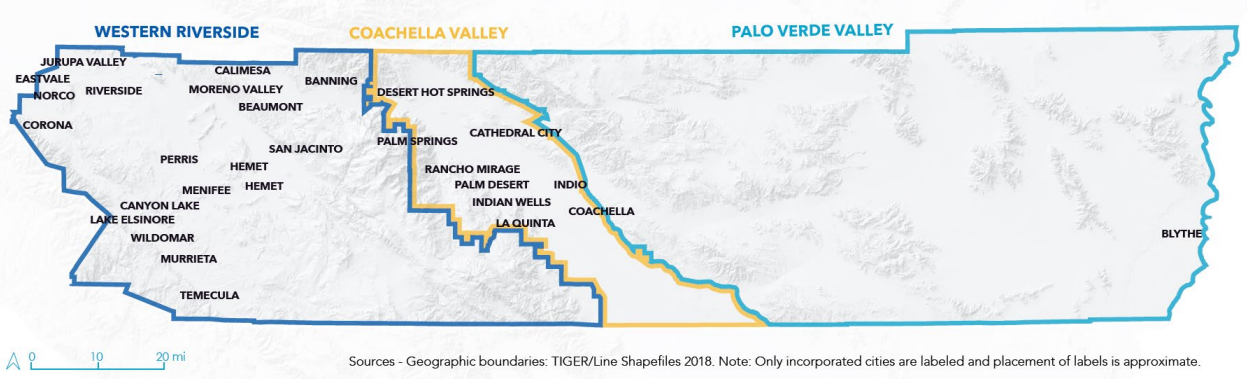
Methodology

Riverside County consists of three regions: Western Riverside County, Coachella Valley and Palo Verde Valley. These regions are shown in Figure 11. The boundaries are defined through Western Riverside Measure A and the Coachella Valley Association of Governments' (CVAG) jurisdictional boundaries. The actual eastern boundary of the Coachella Valley region runs along the mountain ridgeline directly east of the boundary shown on the map.

The demographic data for each region and the regional-level maps use U.S. Census block groups and tracts to show where populations are concentrated among communities. The block groups and tracts that make up the Palo Verde Valley region extend farther west than the eastern border of the Coachella Valley region. However, this does not affect the analysis since there are no populated areas in the overlapping areas. Therefore, the maps for the Coachella Valley and Palo Verde Valley regions show the boundaries based on the block groups and tracts. Demographic data for the target populations are available through the U.S. 2020 Decennial Census and the ACS 2022 Five-Year Estimates.

[16] Ibid

Figure 11: Riverside County Regional Map



Regional Analysis of the Target Populations

Western Riverside County

The Western Riverside region is bound by Orange County to the west and the Coachella Valley region to the east and outlined in dark blue in the map in Figure 11. The most populous cities within the western region are:

- Riverside (316,076)
- Moreno Valley (209,578)
- Corona (158,346)
- Temecula (110,114)
- Murrieta (111,899)
- Jurupa Valley (105,672)

Coachella Valley

The Coachella Valley region is bounded by the San Jacinto Mountains to the west and the Little San Bernardino Mountains and Joshua Tree State Park to the east, which is outlined in yellow in the map in Figure 11. The most populous cities within the Coachella Valley region are:

- Indio (89,616)
- Cathedral City (51,964)
- Palm Desert (51,290)
- Palm Springs (44,935)
- Coachella (42,279)
- La Quinta (37,933)

Palo Verde Valley

The Palo Verde Valley region (outlined in light blue in the map in Figure 11) is the largest land mass region and is bordered to the west by the Little San Bernardino Mountains and to the east

by the border with Arizona. Much of the region is covered by the Joshua Tree State Park and the Sonoran Desert. There are four communities in the region, all within the Palo Verde Valley:

- Blythe (17,949)
- Mesa Verde (926)
- Ripley (614)
- Desert Center (191)

Maps of these specific regions can be found in Appendix A.

Regional Analysis of the Target Populations

Table 6 shows demographic statistics for the three regions. Key findings about the distribution of the population and the target populations within each region are summarized.

Table 6: Overview of Riverside County Demographics by Region

	Western County	Coachella Valley	Palo Verde Valley	Total
TOTAL POPULATION	**1,972,502**	**435,044**	**21,941**	**2,429,487**
% of Total County	81%	18%	1%	
Square Miles	2,409	793	3,996	7,199
% of Total County	33%	11%	56%	
Pop/Square Mile	819	549	5	
Pop/Acre	1.28	0.86	0.01	
TARGET POPULATIONS				
Seniors, Age 65+	**257,817**	**94,917**	**2,367**	**355,101**
% of Region Population	13%	22%	11%	
Disability	**126,965**	**21,669**	**1,015**	**149,649**
% of Region Population	6%	5%	5%	
150% Poverty Level	**360,562**	**104,135**	**5,362**	**470,059**
% of Region Population	18%	24%	24%	
Veterans	**90,349**	**20,404**	**783**	**111,536**
% of Region Population	5%	5%	4%	
Limited-English Proficiency	**145,681**	**24,257**	**5,626**	**175,564**
% of Region Population	7%	6%	26%	

Source: 2022 ACS Survey 5-Year Estimates S1710, S1810, S2101, S1601

Western Riverside County

- The Western Riverside County region has the highest population density, with 81% of the resident population, but only 33% of the land mass. There are 819 people per square mile and 1.28 per acre.
- 13% (257,817) of the region's population are seniors, 6% (126,965) are people with disabilities and 5% (90,349) are veterans.
- 18% (360,562) of the region's residents are living in poverty and 7% (145,681) have limited-English proficiency.

Coachella Valley

- The Coachella Valley region is the second most populous, with 18% of the Countywide population and 11% of the land mass. The population density is 549 people per square mile and 0.86 per acre.
- 22% (94,917) of the region's population are seniors, which is higher than the Countywide average of 16%.
- 5% (21,669) are people with disabilities and 5% (20,404) are veterans.
- 24% (104,135) of the region's residents are living in poverty and 6% (24,257) have limited-English proficiency.

Palo Verde Valley

- The Palo Verde Valley region has the lowest population density, with most of the region covered by uninhabited areas. The region accounts for 56% of the land mass but only 1% of the Countywide population.
- 11% (2,367) of the region's population are seniors, 5% (1,015) are people with disabilities and 4% (783) are veterans.
- 24% (5,362) of the region's residents are living in poverty and 26% (5,626) have limited-English proficiency.

Equity-Focused Communities

This Coordinated Plan benefits from consideration of the intersection of demographic characteristics in identifying communities or neighborhoods of significant mobility needs. This section explores the characteristics of zero-vehicle households, poverty and minority communities that reflect a greater likelihood of barriers to mobility.

Three equity maps (Figure 12, Figure 13 and Figure 14) show areas within each region where there are high proportions of non-white residents and high proportions of households that are living in poverty, overlaid with the fixed-route transit systems.

Reflecting the two variables of non-white residents and household income, the purple areas show U.S. Census block groups where 40% of the residents are non-white (minority). The yellow areas show block groups where 40% of households are living in poverty at 150% of the Federal Poverty Level thresholds. The pink shaded areas show block groups where both preceding factors are true.

Figure 12: Equity-Focused Communities in Western Riverside County

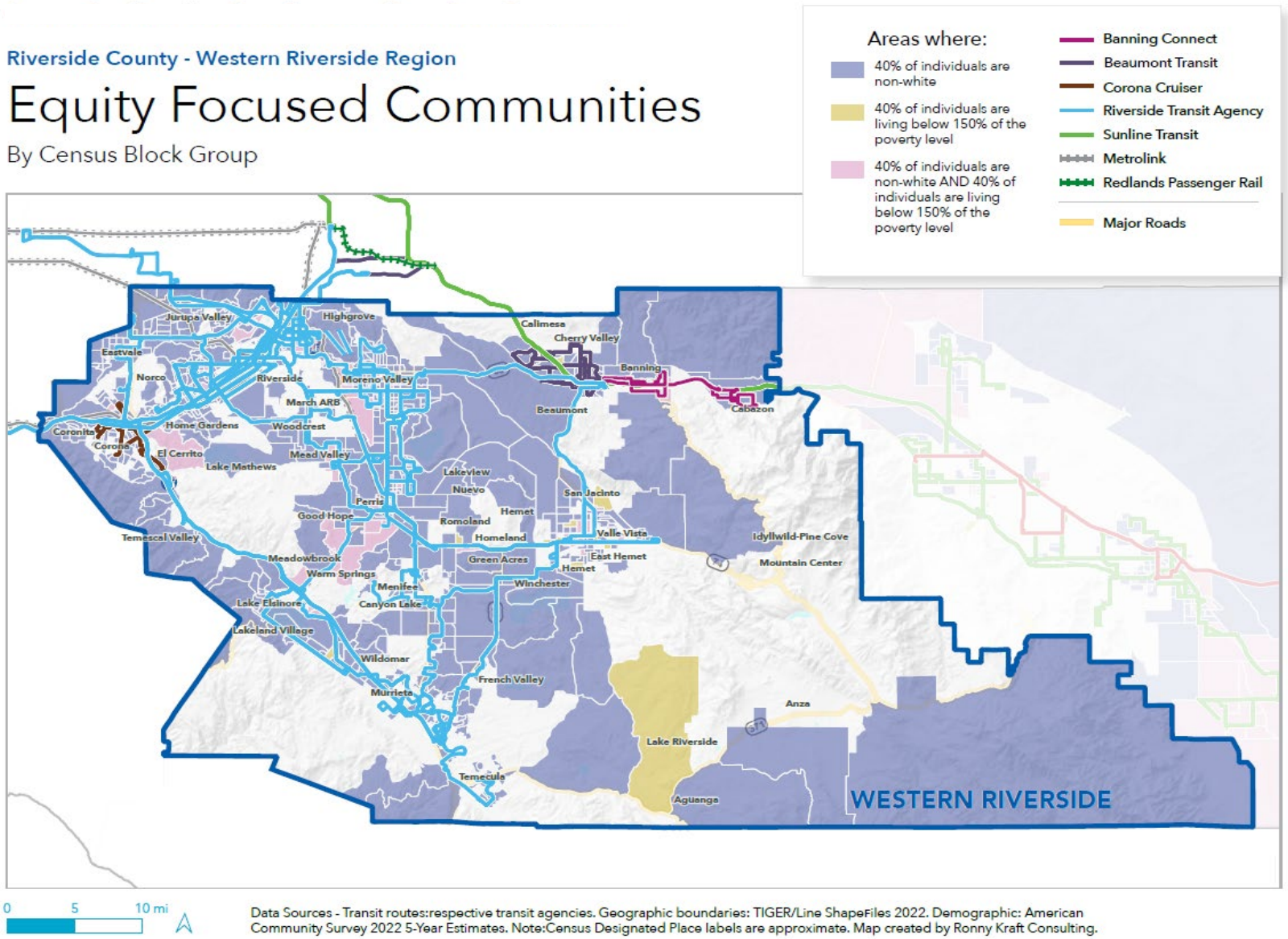


Figure 13: Equity-Focused Communities in the Coachella Valley

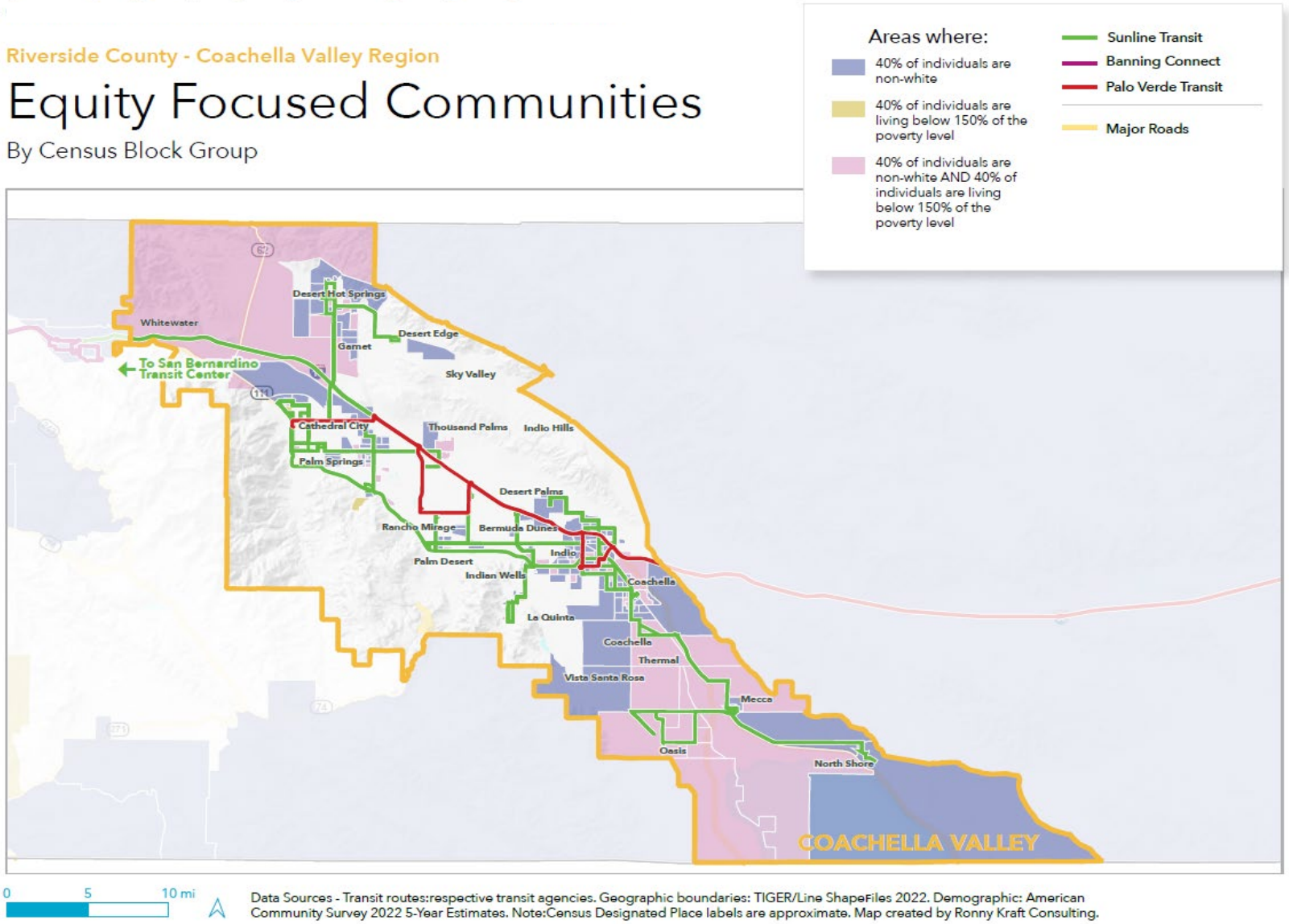
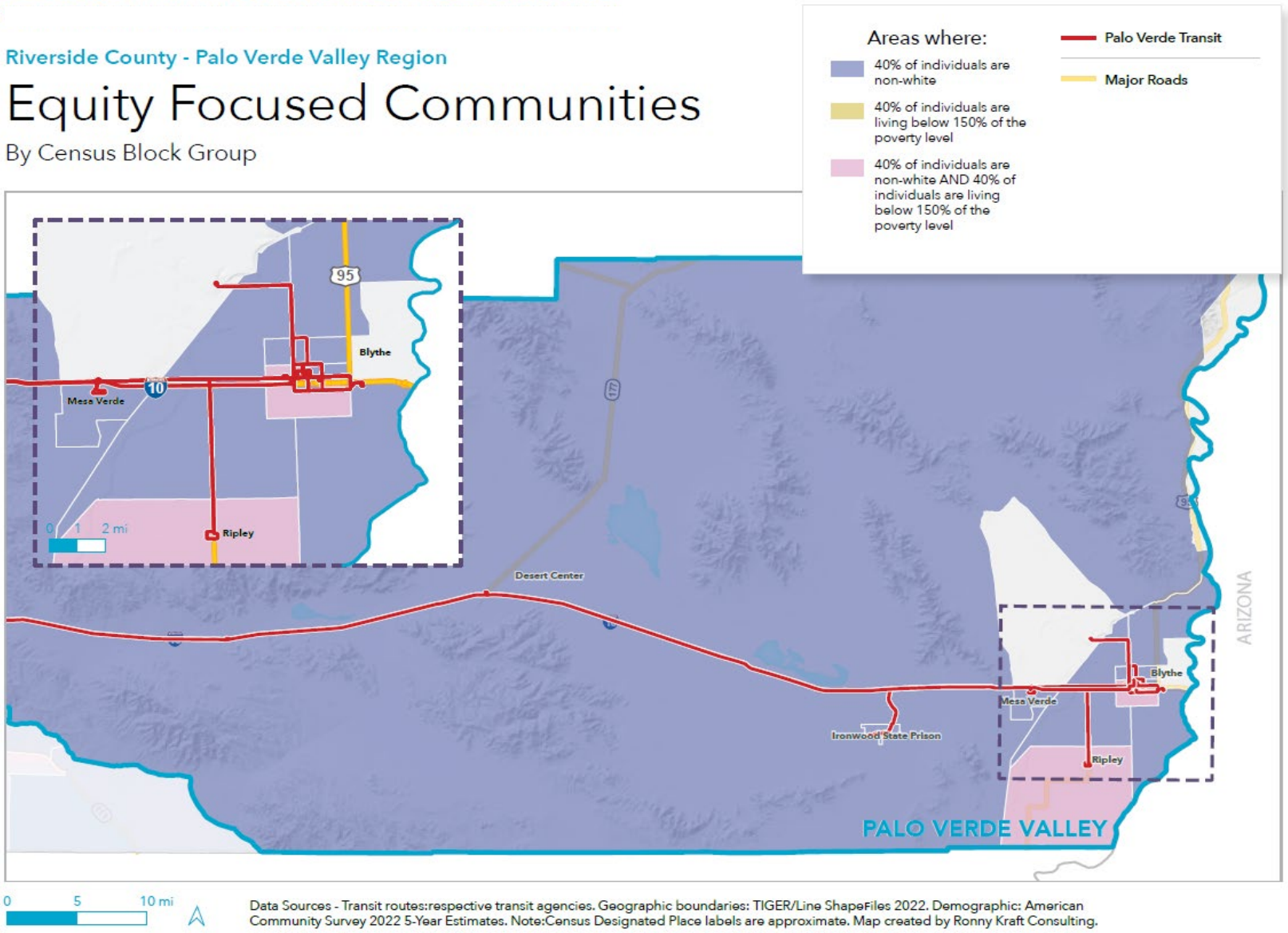


Figure 14: Equity-Focused Communities in the Palo Verde Valley



Chapter 3. Assessment of Available Transportation

What Transit Services Exist in Riverside County?

This chapter provides an assessment, by way of a high-level inventory, of the available transportation services within Riverside County by mode of transportation. This inventory of services summarizes the County's public, private and specialized transportation providers, and the services they provide. A further detailed matrix of services is presented in Appendix B. This assessment of services presents what is available as of December 2024.

Public Transportation

Public transportation in Riverside County includes a mix of fixed-route bus, ADA paratransit, senior and disabled Dial-A-Ride, and regional rail services. This mix of services is used to meet the mobility needs of Riverside County's residents throughout the region, comprised of urban population centers, rural communities and long stretches of unpopulated regions.

Public Fixed-Route Services

Fixed-route transit is described as bus services that operate along a predetermined route with a fixed schedule of operating hours and time points for each stop. Fixed-route transit in Riverside County is provided by six different operators in Western Riverside County, Coachella Valley and the Palo Verde Valley. The transit network is depicted in Appendix B.

Riverside Transit Agency

The Riverside Transit Agency (RTA) is the County's largest transit provider and is the predominant fixed-route bus service in Western Riverside County. The RTA service area encompasses all of Western Riverside County from the County lines in the west, north and south to the San Jacinto Mountains and the San Gorgonio Pass to the east.

Local Fixed Route

RTA's local fixed-route service currently includes 35 routes that operate seven days per week. These local routes serve all major destinations in Western Riverside County, including all transit centers, Metrolink stations and major shopping malls. Connections also can be made with the smaller fixed-route providers in Banning, Beaumont and Corona, as well as Omnitrans in San Bernardino. The base fixed-route cash fare is $1.75 for the public and $0.85 for seniors, individuals with disabilities, Medicare cardholders and veterans. Unlimited rides can be made through a menu of passes that range from 1-day, 7-day and 30-day periods. Fare media also can be purchased through the Token Transit app, allowing passengers to pay their fare using their smartphone on the bus.

CommuterLink Express

RTA operates a premium express service with limited stops that travel longer distances, connecting riders with major employment hubs and transit centers throughout Western Riverside County and in neighboring counties. Currently, four CommuterLink routes operate with a base cash fare of $3.50 for the general public and a $2.75 discounted fare for seniors, individuals with disabilities and veterans. Fare passes can be bought in 1-day and 30-day options.

City of Banning, Banning Connect

The City of Banning runs the Banning Connect local fixed-route service throughout the City of Banning, into Cabazon, the commercial areas of the Morongo Indian reservation and neighboring Beaumont. Some routes begin as early as 5:00 a.m. and run as late as 10:00 p.m. on weekdays, with weekend service typically operating between 8:00 a.m. and 6:00 p.m. Passengers pay a public fare of $1.25, youth fare of $1.00 and a senior and disabled fare of $0.75. Day passes for the public are $3.25 or $2.00 for discounted populations. Monthly passes are $39.00 and are discounted to $24.75 for seniors and individuals with disabilities.

City of Beaumont, Beaumont Transit

The City of Beaumont operates the Beaumont Transit fixed-route bus service throughout Beaumont and portions of Cherry Valley. Express bus service is provided between Beaumont, the Cabazon Outlets, Morongo Casino, the San Bernardino County Transit Center, City of Redlands and the Loma Linda Veterans Administration Hospital. The local fixed-route base fare is $0.25 for all groups. Deviations within ¾- mile on Routes 3 and 4 are $0.50. Passes can be bought for a day, month or in increments of 10-ride books and punch cards. Local service begins at 6:30 a.m. and ends at 6:30 p.m. while commuter services start at 5:30 a.m. and end at 7:30 p.m.

City of Corona, Corona Cruiser

The City of Corona operates the Corona Cruiser for scheduled service within the city and to connect to RTA regional bus routes or the North Main Metrolink Station. The Corona Cruiser consists of two routes: the Red Line that travels from the west to east sides of the city and then south to the shops at Dos Lagos, and the Blue Line that travels north and south to destinations, such as the Corona Library and Walmart on McKinley St. The public cash fare is $1.75 while the discounted fare is $0.75. Day passes are available for $4.00 or half price at discount, while 15-Day passes are $17.50 for the public and 31-day passes are $35.00. Both routes operate from 6:30 a.m. to 7:00 p.m. on weekdays and between 9:00 a.m. to 5:00 p.m. on Saturday. No service is available on Sunday. However, since October 1, 2023, Corona Cruiser has offered free transit for students, seniors and those with disabilities, and a discounted fare of just $1.00 for the public.

SunLine Transit Agency

SunLine Transit Agency (SunLine) is the regional public transit provider for the Coachella Valley region of Riverside County, operating the SunBus fixed-route service with nine routes, providing local and tripper services, and a single commuter route that travels between the City of Palm Desert and the City of Riverside. The one-way passenger fare for adults is $1.00 and $0.50 for seniors, individuals with disabilities and Medicare cardholders. Youth between the ages of 5 to 17 ride for $0.85 and transfers between SunLine buses are $0.25. The Commuter Link fare is based on the number of zones traveled: either $3.00 to travel within one zone or $6.00 to travel between two zones.

Palo Verde Valley Transit Agency

The Palo Verde Valley Transit Agency (PVVTA) is the sole public transit provider in the Palo Verde Valley, primarily in the City of Blythe, near the border of California and Arizona. PVVTA operates six deviated fixed routes that circulate the City of Blythe and connect to Ripley, Chuckwalla and Ironwood prisons, the City of Ehrenberg in Arizona and lifeline service into the Coachella Valley on the Blythe Wellness Express (BWE). Local routes 1, 2, 4 and 5 require a cash fare of $1.75 for adults and $0.85 for seniors and individuals with disabilities. Route deviations are $0.85 each way and the Express Route 3 fare is $3.50 for all riders. The BWE fare is $10.00 one way or $15.00 round trip for all passengers and must be prepaid in advance of the day of travel. PVVTA delivered a total of 35,553 one-way trips in FY 19/20.

Senior and Disabled Public Demand Response

To augment the public fixed-route transportation network, Riverside County's public operators operate demand response, origin-to-destination service for individuals with disabilities and seniors. The ADA requires public transit agencies to provide complementary paratransit service to individuals with verified disabilities within ¾- mile of their existing fixed bus routes within the same times and days of operation. The following providers have varying eligibility and fare requirements to access demand response service. Not included in this list is the PVVTA, which satisfies its ADA requirement through route deviations for point-to-point service to passengers with disabilities.

Riverside Transit Agency

RTA's Dial-A-Ride service operates at times equivalent to the local fixed-route bus service and is available for individuals with disabilities and seniors. Priority is given to riders that have been certified as ADA eligible, and Dial-A-Ride Plus Lifeline service is available for passengers traveling up to 2 miles beyond the normal ¾-mile boundary, have no other means of transportation and need to access life-sustaining services. The base fare for Dial-A-Ride service is $3.50 per one-way trip. ADA-certified passengers may be accompanied by a personal care

attendant at no extra charge, and two eligible Dial-A-Ride customers traveling to the same destination can split the required fare for each zone traveled.

City of Riverside, Riverside Connect

The City of Riverside's Special Transportation is a paratransit bus service that provides curb-to-curb transportation to disabled residents and seniors over the age of 60 for rides to any location anywhere in the city between 8:00 a.m. and 5:00 p.m. on weekdays and between 9:00 a.m. and 3:00 p.m. on weekends. The base fare for general trips is $3.25 while trips for medical destinations are $2.25.

City of Banning

The City of Banning's Dial-A-Ride program operates on weekdays between 6:00 a.m. and 6:45 p.m. and between 8:00 a.m. and 5:00 p.m. on weekends to ADA-certified riders in the shadow of the city's fixed-route bus. The weekend service requires that at least three ADA-certified individuals must make the trip to initiate transport. Reservations must be made by at least the day prior to service but can be made up to 21 days in advance. The Dial-A-Ride fare is $2.00 per person, or a 10-Ride pass can be purchased at a discounted price of $18.00 from the Dial-A-Ride driver or at the Pass Transit office. The price for an accompanying companion is $3.00.

City of Beaumont

The City of Beaumont provides door-to-door service for senior and ADA-certified disabled residents of Beaumont and Cherry Valley. ADA eligibility and certification are facilitated by RTA, and passengers already certified to ride RTA's Dial-A-Ride program are already eligible for Beaumont Dial-A-Ride. The fare is $0.50 per trip or $1.00 per trip with a companion. Riders that are a no-show at the time-of-service delivery are still charged the $3.00 fare. A 10-ride punch card can be bought for $27.00.

City of Corona

The Corona Dial-A-Ride is a curb-to-curb demand response paratransit service for Corona residents to travel within the city limits of Corona, satellite points in the City of Norco and to pockets of neighboring unincorporated county areas. Eligible riders are individuals with disabilities, ADA-certified individuals and seniors over the age of 60 years old. The Corona Dial-A-Ride fare for all riders is $3.50, and reservations must be made between 1 to 14 days in advance of the trip. However, at the time of this writing, fares are free through June 30, 2026.

SunLine Transit Agency

SunLine operates the SunDial paratransit service for ADA-eligible riders that are unable to ride the SunBus. Service is provided within ¾ mile of SunBus routes but excludes

SunLine commuter routes. ADA eligibility is determined through an in-person assessment and temporary eligibility can be provided during the 21-day eligibility determination period. Trip reservations can be made seven days per week between 8:00 a.m. and 5:00 p.m., and the SunDial fare is $1.50 for travel within one city and $2.00 for travel across multiple cities.

Regional and Intercity Rail and Bus

Long-distance travel needs are often met by regional, commuter and intercity rail and bus services. Regional rail and bus generally operate between cities and towns with frequent stops and shorter distances than intercity rail and bus that may stretch across multiple counties. In Riverside County, Metrolink provides a commuter rail service, while public transit operators meet similar needs through express and commuter fixed-route bus service. Intercity bus is provided by services such as Greyhound and Amtrak Thruway bus.

Regional Rideshare and Vanpool Services

The Commuter Assistance Program, administered by RCTC, aids workers in accessing employment through subsidy programs that support vanpool and rideshare activities. Vanpool and rideshare programs are an effective tool in reducing traffic congestion and vehicle emissions by decreasing the number of vehicles on the road.

VanClub

The VanClub program offers long-distance commuters up to $600 per month toward the cost of a vanpool lease in Western Riverside County. VanClub vehicles are leased through a contract with Enterprise to commuter groups traveling more than 30 miles round-trip per day, at least 12 days or more in a calendar month, to work sites or post-secondary educational institutions. The pool of VanClub riders shares the cost of the lease, minus the RCTC subsidy or any employer-related contributions. In 2024, Riverside County absorbed SolVan (originally managed under SunLine Transit Agency). As of January 2025, the VanClub has approved vanpools that provide more than 102,363 annual trips and travel more 1,273,279 passenger miles per year.

CalVans

The California Vanpool Authority, known as CalVans, is a Joint Powers Authority made up of many California agencies primarily located in areas with many agricultural workers and farms. CalVans began in the Central Valley to help create lower-cost commute options for workers traveling long distances within and between large central valley counties. RCTC is a CalVans' member and therefore vans that begin, end or travel through Riverside County are eligible to apply for a CalVans' vanpool. Existing vanpools or those interested in creating a vanpool through CalVans may do so by visiting CalVans.org to begin the application process.

IE Commuter

The IE Commuter program is a joint effort between RCTC and the San Bernardino County Transportation Authority (SBCTA) to reduce traffic and improve air quality throughout the Inland Empire by supporting ridesharing and alternate modes of commuting rather than driving alone. IE Commuter works with more than 300 employers to aid in implementing rideshare programs and providing incentives and rewards for participating commuters. Interested western and eastern Riverside County commuters may sign up for ridesharing through the IEcommuter.org or IE511.org websites to begin receiving up to $5.00 per day for their first three months if their employers take part in the IE Commuter program.

Regional Rail Service

Metrolink

Metrolink regional rail train service is operated by the Southern California Regional Rail Authority (SCRRA), the five-county Joint Powers Authority governed by the Riverside County Transportation Commission, San Bernardino County Transportation Authority (SBCTA), Los Angeles Metropolitan Transportation Commission (L.A. Metro), Orange County Transportation Authority (OCTA) and the Ventura County Transportation Commission (VCTC). Metrolink trains operate along existing rail lines, sharing rights of way with Amtrak trains and freight trains throughout the five-county region and into North San Diego County in Oceanside. Many of the Metrolink boarding stations serve as multimodal transportation hubs, supporting connections between Metrolink, Amtrak, and local and regional bus services for integrated mobility throughout the Southern California region.

Metrolink service first began in 1992 with the Ventura, Antelope Valley and San Bernardino train lines. Currently, Metrolink operates eight train lines:

- 91/Perris Valley Line provides service to Riverside County between the City of Perris and Downtown Los Angeles via Riverside, Corona and Fullerton.
- Riverside Line provides services between Downtown Riverside and Union Station along the State Route 60 freeway.
- Inland Empire-Orange County Line operates between Oceanside and Downtown San Bernardino.
- Antelope Valley Line originates in the City of Lancaster in Los Angeles County.
- Orange County Line begins at Oceanside and travels through Orange County in route to Los Angeles Union Station.
- San Bernardino Line operates between Downtown San Bernardino and Los Angeles Union Station.
- Ventura County Line provides service between the City of Ventura through the San Fernando Valley to Los Angeles Union Station.

- In October 2022, the Arrow Line opened, which provides service from Downtown San Bernardino to the University of Redlands in Redlands, California.

Riverside County residents can board Metrolink at stations on the 91/Perris Valley, Riverside and Inland Empire-Orange County lines. The fare for Metrolink trips has single-day tickets for one-way travel, round-trip travel and $10.00 weekend day passes. Single-day and round-trip fares are calculated based on the length of travel between boarding and alighting locations. Metrolink has recently introduced the 5-Day Flex Pass to board Metrolink trains five times within a 30-day period. Passes can be purchased through the Metrolink Mobile App and at ticket machines located at all Metrolink train stations.

Amtrak

Amtrak is a national rail provider that connects America's cities across 46 states, Washington, D.C., and three Canadian provinces. As of 2023, Amtrak operates over 30 long-distance, regional and high-speed rail routes across the County. Ridership in 2023 was roughly 32 million passenger trips. Riverside County residents can board Amtrak trains in Downtown Riverside at the Metrolink Station on Vine Street and at the Palm Springs Amtrak Station.

Regional and Intercity Bus

Amtrak Thruway Bus

To extend Amtrak rail service to more than 400 communities not served directly by Amtrak trains, Amtrak offers approximately 900 Thruway bus routes, serving over 1,000 destinations. Some Thruway buses are dedicated as train feeder service and only carry Amtrak train passengers while other Thruway buses are coordinated with other carriers to provide access to the Amtrak rail network. In 2023, Amtrak's Thruway Bus service served 4 million passengers.

Greyhound

Greyhound provides intercity bus services to more than 2,400 destinations on 1,300 routes across the country. Greyhound operates Express service for regularly scheduled trips between cities' Connect service that links rural communities with the larger Greyhound network. Greyhound has official bus stations in Banning and Blythe but also can be boarded at several stops designated for Greyhound services in Riverside County.

FlixBus

FlixBus is an intercity bus service with a focus on technology to ease trip planning and fare purchase throughout the United States. FlixBus works with regional bus companies to manage the day-to-day operations of buses and currently has stops at three Riverside County locations:

- University of California, Riverside, Lot 30 East Bound Transit Stop
- Banning Department of Social Service Building on Ramsey

- Palm Springs SunLine Transit Stop #26 at North Indian Canyon Drive; Desert Hot Springs Chevron; Indio Greyhound on Indio Boulevard.
- City of Blythe, 400 S. Lovekin Blvd., behind Rocket Gas

The FlixBus provides Riverside County residents direct connections at stops in several neighboring county cities, such as Los Angeles, San Bernardino, Ontario, Anaheim, Victorville, Barstow and San Diego. Flixbus also has a nationwide network for interstate travel across the country.

Specialized Transportation

Consolidated Transportation Services Agencies

Consolidated Transportation Services Agencies (CTSAs) were developed and designated by California counties to better coordinate programs serving the transportation needs of seniors, people with disabilities and others. This requirement originated in Assembly Bill 120 (AB120), the California Social Services Transportation Improvement Act of 1979.

CTSAs are designed to promote the consolidation of coordinated transportation services that either combine purchasing equipment, train drivers, centralize dispatching, provide maintenance and administration, or to identify and combine existing sources of funding for social service transportation. A CTSA may also choose to provide transportation services to elderly individuals, individuals with disabilities, youth and individuals with low income.

In Riverside County, two regional CTSAs have been designated:

- RTA, serving Western Riverside County
- SunLine, serving the Coachella Valley

RTA's CTSA Functions and Activities

As a CTSA, RTA assists RCTC in coordinating public transit throughout RTA's service area, supports driver training and technical workshops, and assists with preparing grant applications. RTA also coordinates with other transit operators.

Regional Coordination

RTA coordinates regional services with the Corona Cruiser, Beaumont Transit and Banning Connect transit systems in the cities of Corona, Beaumont and Banning. In the City of Riverside, RTA coordinates with Riverside Connect, which provides complementary ADA-compliant service to RTA's fixed routes.

Training and Technical Assistance

RTA staff periodically meet with social service providers, bus riders and other advocates through forums, such as RCTC's Citizens and Specialized Transit Advisory Committee (CSTAC), RCTC's

Technical Advisory Committee (TAC), RTA's ADA meetings and Transportation NOW (T-NOW) chapters and surrounding regional transit operators.

RTA shares knowledge and lessons learned with other agencies to help other providers in the region. RTA has provided administrative support to Beaumont Transit and Banning Connect in their drafting of their Title VI reports and to SunLine in their development of a college pass program and employee recognition program.

RTA also provides support with sub-recipient monitoring, workers' compensation management and contract management for the cities of Corona and Riverside, which provide direct service through subcontractors.

Grants and Grants Assistance

RTA also advises private and nonprofit agencies applying for Measure A funds, such as Michelle's Place Cancer Resource Center.

RTA applies for federal funds, such as the FTA Section 5310 program, to fund its Travel Training program. Beaumont Transit started their own travel training program, and RTA has assisted with training Beaumont Transit and Banning Connect passengers on how to travel throughout the region.

Interregional Coordination

RTA also undertakes interregional coordination, including collaborating on stops and transfer points and developing transfer agreements with other transit providers. RTA has transfer agreements with Metrolink, Omnitrans, Orange County Transportation Authority (OCTA), Corona Cruiser, SunLine and Beaumont Transit and Banning Connect.

Table 7 provides a summary of activities and improvements that RTA has accomplished in relation to the 2021 Coordinated Plan Goals.

Table 7: Overview of RTA Coordinated Plan-Related Improvements Since 2021 Coordinated Plan Update

2021 RCTC Coordinated Plan	RTA Accomplishments
Goal 1 – Build a More Responsive, Sustainable Public Transit Network	- In 2021, completed the Service Reduction Plan, which evaluated RTA's transit network and created a more efficient and sustainable system by modifying underperforming and/or duplicative routes and trips. - Implemented many of the Service Reduction Plan recommendations by May 2021. - In January of 2023, implemented new GoMicro microtransit services in the Hemet-San Jacinto area. - In 2023, RTA completed the Sustainable Service Plan (SSP). The SSP was a comprehensive operational analysis with a shorter time frame that provided recommendations on how the Agency can build upon market

	opportunities and strengths, grow ridership post-pandemic, enhance the overall passenger experience and improve the system's financial sustainability across the next three years. - Starting in Fiscal Year 2024 (FY 24), RTA began implementing the SSP recommendations. This included improved frequencies, route extensions to more destinations, additional service to meet Metrolink trains and an expanded span of service.
Goal 2 – Strengthen Specialized Transportation Options	- In January of 2023, implemented new GoMicro microtransit services in the Hemet-San Jacinto area, providing riders with a new way to travel and more direct service. - Provided mobility management and travel assistance via the Customer Information Center and RTA staff. - Through the Low Carbon Transit Operations Program (LCTOP), travel trainers from Blindness Support Services and Pathways to Success are provided with free transit passes. Travel trainers equip customers, including elderly and disabled riders, with the knowledge and confidence to ride the fixed-route system. - Continued to run Dial-A-Ride (DAR) and DAR Lifeline services, according to pre-COVID-19 service levels. - Completed bus stop improvements throughout the service area, including civil work for ADA access. - Transitioned even more RTA documents to utilize the Atkinson Hyperlegible font, which helps improve legibility and readability for low-vision readers. - Through LCTOP, implemented fare promos, including 25-cent rides for seniors, veterans, disabled and Medicare cardholders and $5 for a DAR pass booklet.
Goal 3 – Equitably Distribute Transportation Resources	- At the onset of the COVID-19 pandemic, RTA maintained essential transportation services and maximized safety of customers and employees. - Continued to improve bus stops throughout the service area, according to the Bus Stop Strategic Policy. - Continued to run DAR and DAR Lifeline services, according to pre-COVID-19 service levels. - On January 14, 2024, the Vine Street Mobility Hub officially opened for service. The hub is in a SB535 disadvantaged community across from the Riverside Downtown Metrolink Station. It features 16 bus bays, a community plaza, shade structures and plenty of green space.

	- Installed new fareboxes on fixed-route buses that now accept additional methods of payment, including tap-enabled credit and debit cards and mobile ticketing. - Partnered with the City of Riverside and the City of Hemet on successful Affordable Housing Sustainable Communities (AHSC) grants to provide training and free passes to residents of the affordable housing units and to improve numerous bus stops.
Goal 4 – Grow Public Transportation Awareness to Rebuild Ridership	- Completed the 2021 Onboard Rider Survey to gauge how ridership behavior changed due to the pandemic and to identify potential customer-centric solutions to bring riders back. - Completed significant community outreach and training before and after the launch of GoMicro to ensure the public was aware and ready for the service changes. - Continued to grow Transportation NOW (T-NOW), a grassroots group — ranging from elected officials to community activists to everyday transit users — that is committed not only to addressing regional transportation issues but is meeting the needs of our individual communities. - Through LCTOP, implemented numerous fare promotions, including Free Fares for Youth; 25-cent rides in summer; Free Ride Fridays; 25-cent rides for youth, seniors, veterans, disabled and Medicare cardholders; and free fare days. - Attended community events throughout the service area. In 2024 alone, RTA attended 94 community events. - Launched the GoMobile app, the new all-in-one mobile ticketing app. Riders can buy passes, pay for their fares, plan their trips, view estimated bus arrival times and receive service alerts all on their phones.

SunLine's CTSA Functions and Activities

As the CTSA for the Coachella Valley, SunLine coordinates public transportation services throughout its service area, collaborates with advisory groups and is involved in regional planning efforts. Additionally, SunLine coordinates with other transit operators.

Collaboration with Advisory Groups

SunLine staff participates in meetings with social and human services agencies, consumers and grassroots advocates through forums, such as RCTC's CSTAC, SunLine's ACCESS Advisory Committee, San Gorgonio Pass Area T-NOW and neighboring transit operators.

SunLine facilitates the ACCESS Advisory Committee and applies input from the Committee to improve relationships with the community to address public transportation issues in the Valley.

Regional Transportation Planning

SunLine is actively involved in the regional transportation planning process through participation on RCTC and County committees, including RCTC's CSTAC, the RCTC's TAC, Aging & Disability Resource Connection (ADRC) of Riverside Long Term Services and Supports Coalition, Desert Valley Builders Association and related committees to enhance coordination efforts with SunLine.

Coordination with Other Transit Operators

SunLine offers transit connections to several adjacent transit operators. SunLine and RTA currently collaborate extensively. SunLine also hosts Morongo Basin Transit Authority (MBTA) Routes 12 and 15 through a cooperative service agreement at its stops in Downtown Palm Springs. SunLine also collaborates with Imperial County Transportation Commission (IVTC) to find a future connection with Imperial Valley Transit (IVT). Table 8 provides a summary of activities and improvements SunLine has accomplished in relation to the 2021 Coordinated Plan Goals.

Table 8: Overview of SunLine Coordinated Plan-Related Improvements Since 2021 Coordinated Plan Update

2021 RCTC Coordinated Plan	SunLine Accomplishments
Goal 1 – Build a More Responsive, Sustainable Public Transit Network	In 2021, implemented a redesign of SunLine's network, streamlining its services and simplifying its route numbering system. In 2021, implemented a microtransit service branded SunRide, assisting with first/last mile connections serving parts of Desert Hot Springs, Palm Desert, Coachella and Mecca North Shore. In March of 2021, resumed "school trippers" for students returning to in-class learning. In Fall of 2021, implemented a campus-to-campus connection from California State University San Bernardino (CSUSB) in San Bernardino to CSUSB Desert Campus in Indio, branded as Commuter Link 10. In 2024, Coachella Mobility Hub opened at Fourth Street and Cesar Chavez Street, better serving routes 1, 6 and 8. In 2024, the new hydrogen refueling station opened, assisting the agency in transitioning its fleet toward zero-emission vehicles. In 2025, SunLine was awarded funding from the Transit and Intercity Rail Capital Program (TIRCP) for open-loop systems. These will be installed in the next year on all fixed-route services.

Goal 2 – Strengthen Specialized Transportation Options	Continuation of SunLine's taxi voucher program, which pays half of a taxi fare for qualifying riders. Continuation of SunLine's Desert Access and Mobility meetings, bringing specialized transit services to SunLine and discussing their needs and services.
Goal 3 – Equitably Distribute Transportation Resources	In Fall of 2021, implemented the CSUSB college Haul Pass program, using funds from LCTOP funds. In 2021, implemented a high school haul pass program, assisting students getting to school with the use of LCTOP funds. Implemented free fare days in alignment with other transit operators in 2024 and 2025. Adding two new microtransit zones, serving the Cities of Indio and Cathedral City in 2022. In 2023, the SunRide microtransit zones expanded into Desert Hot Springs and Cathedral City. Also, added a new zone in La Quinta.
Goal 4 – Grow Public Transportation Awareness to Rebuild Ridership	In 2022, conducted a before-and-after survey on the effectiveness of the refueled initiative. During the COVID-19 pandemic, fare free initiatives were provided to encourage riders to use the bus. Also, during the pandemic, improved driver safety by installing barriers to protect drivers and protecting the public with enhanced cleaning. Updated bus stops beginning in 2021 with new refueled initiative information.

Measure A Specialized Transit Program

An important program supporting specialized transit is managed by RCTC in Western Riverside. To award and allocate Measure A Funding, RCTC invites proposals for project funding every three years. Eligible applicants include local government authorities, human and social services agencies, tribal governments, private nonprofit organizations and public transit operators. Measure A funds may be used for operating or capital purposes related to the provision of specialized transportation services. The Measure A Specialized Transit Program requires that all projects selected for funding address the mobility needs and potential strategies identified in Riverside County's Coordinated Plan.

The Measure A Specialized Transit Program 2024 Call-for-Projects conducted in March 2024 awarded 21 projects, totaling $9.9 million in funding. Each Measure A Specialized Transit Program project is unique in the type of service it provides, the areas and clients in which it serves, and the days and hours of operation. Some programs are designed to meet the needs of a specific client group or those enrolled in the agency's core programs while others offer services to a wider range of potential community members. A list of current Measure A providers and their service characteristics is presented in Table 9.

Table 9: Current Measure A Specialized Transit Program Funded Programs, Fiscal Years 2025-2027

Agency	Project	Service Description	Operating Type
Angel View	Mileage Reimbursement	Mileage Reimbursement	Operating
Boys & Girls Club Menifee Operations	Operations	Ride to Success	Operations
Boys & Girls Club Menifee Capital	Equipment Rehab Replacement	Capital Replacement	Capital
Boys & Girls Club of Southwest County	Operations	Before and After School Specialized Transportation	Directly Operated Transportation Service
Blindness Support Services	Travel Training	Travel Training Assistance	Admin/Operations
Care-A-Van	Operations	Care-A-Van Transit	Directly Operated Transportation Service
Care Connexxus	Operations	Specialized Paratransit Service	Directly Operated Transportation Service

City of Norco	Operations	Seniors on the Move	Directly Operated Transportation Service
Exceed	Operations	Western Riverside Transportation	Directly Operated Transportation Service
Forest Folk – Operations	Operations	Idyllwild Area Shuttle Services	Directly Operated Transportation Service
Forest Folk – Capital	Equipment Rehabilitation Replacement	Capital Equipment Replacement	Capital
Friends of Moreno Valley	Operations	Senior Transportation	Directly Operated Transportation Service
Independent Living Partnership – Operating	Mileage Reimbursement	TRIP Program	Operating
Independent Living Partnership – Capital	Equipment Rehabilitation Replacement	Capital Equipment Replacement	Capital
Michelle's Place	Voucher Program	Treatment Travel Assistance Program	Operations
RUHS – Behavioral Health – Operations	Operations	Transportation	Directly Operated Transportation Service
RUHS – Medical Center - Capital	Equipment Rehabilitation Replacement	Capital Equipment Replacement	Capital
RUHS – Medical Center – Operations	Operations	Transportation	Directly Operated Transportation Service
RUHS – Medical Center- Capital	Equipment Rehabilitation Replacement	Capital Equipment Replacement	Capital
U.S. Vets	Operations	Veterans Transportation	Directly Operated Transportation Service
Voices for Children	Mileage Reimbursement	Mileage Reimbursement	Operations

Federal Transit Administration Section 5310 — Enhanced Mobility for Seniors and Individuals with Disabilities

The FTA provides funding resources to improve the mobility of seniors and individuals with disabilities through the FTA Section 5310 Enhanced Mobility of Seniors and People with Disabilities Program. Funding allocations are separated between large urbanized areas (LUZAs); small urbanized areas (SUZAs); and rural areas based on population. In Riverside County, funding for the large urbanized areas is distributed to program grantees by the direct recipients of federal funds; RTA in Western Riverside County for the Riverside-San Bernardino and Murrieta-Temecula-Menifee LUZAs, and SunLine in the Coachella Valley for the Indio-Palm Desert-Palm Springs LUZA. Caltrans is the designated recipient of FTA Section 5310 funds for the single small urban area, Hemet-San Jacinto SUZA and rural areas of Riverside County.

The priority for FTA Section 5310 funding is directed toward capital investments in vehicles and vehicle-related equipment, where 55% of all projects must be allocated to this purpose. Projects seeking operating assistance are capped at 45% of the funding allocation for each large urbanized area, and Caltrans' administered small urbanized areas and rural areas combined. The FTA Section 5310 program guidelines require that all projects must be in the Coordinated Plan of the county where service is provided.

An FTA Section 5310 Call-for-Projects was conducted during the summer of 2023, through coordination between Caltrans as the administrator of 5310 funds and RCTC as the RTPA for Riverside County. A total of 10 agencies were awarded 5310 funding for both capital and operating projects. A list of these awards and project types is presented in Table 10. Projects approved in the Riverside-San Bernardino LUZA may provide service anywhere within the Riverside County portion of the LUZA, encompassing the northern urbanized areas of Western Riverside County. Projects funded in the Indio-Palm Desert-Palm Springs LUZA may provide service across the urbanized areas of the Coachella Valley. The Murietta-Temecula-Menifee LUZA covers the southern portion of western Riverside County.

Table 10: 2023 FTA Section 5310 Awarded Projects

Agency	Geography	Project Type	Project Description
Valley Resource Center (Exceed)	Riverside-San Bernardino	Capital	Full-Size Van EL
Valley Resource Center (Exceed)	Riverside-San Bernardino	Capital	One Large Bus
Valley Resource Center (Exceed)	Riverside-San Bernardino	Capital	One Small Bus
Valley Resource Center (Exceed)	Riverside-San Bernardino	Capital	Full-Size Van

Valley Resource Center (Exceed)	Riverside-San Bernardino	Capital	One Medium Bus
Valley Resource Center (Exceed)	Riverside-San Bernardino	Capital	One Full-Size Van EL
City of Norco	Riverside-San Bernardino	Capital	One Medium Bus
City of Moreno Valley	Riverside-San Bernardino	Operating Assistance	Operating Assistance
City of Moreno Valley	Riverside-San Bernardino	Capital	One Large Bus
Angel View, Inc.	Indio-Palm Desert-Palm Springs	Capital	One Medium Bus
Angel View, Inc.	Indio-Palm Desert-Palm Springs	Operating Assistance	Operating Assistance
Desert Access and Mobility, Inc.	Indio-Palm Desert-Palm Springs	Operating Assistance	Operating Assistance
Independent Living Partnership	Indio-Palm Desert-Palm Springs	Operating Assistance	Operating Assistance
Desert Arc	Indio-Palm Desert-Palm Springs	Capital	Four Large Buses
Care-A-Van Transit Systems, Inc.	Murrieta-Temecula-Menifee	Operating Assistance	Operating Assistance
Care-A-Van Transit Systems, Inc.	Murrieta-Temecula-Menifee	Capital	One Small Bus
Care-A-Van Transit Systems, Inc.	Murrieta-Temecula-Menifee	Capital	One Minivan
Riverside Transit Agency	Murrieta-Temecula-Menifee	Mobility Management	Mobility Management
Riverside Transit Agency	Riverside-San Bernardino	Mobility Management	Mobility Management
U.S. Vets Inland Empire	Riverside-San Bernardino	Operating Assistance	Operating Assistance

Specialized Transportation Funding

Specialized transportation funding totaling almost $14 million and inclusive of local and federal programs currently available in Riverside County is presented in

Table 11. This includes two programs: the Western Riverside Measure A Specialized Transit Program and FTA Section 5310.

Table 11: Specialized Transportation Funding Awards

Western Riverside Measure A Specialized Transit Program 2024 Call-for-Projects (3-Year Cycle)	Award Amount
Measure A – Operating	$7,095,217
Measure A – Mileage Reimbursement	$2,580,770
Measure A – Capital	$269,262
Measure A Specialized Transit Program Total	**$9,945,249**
FTA Section 5310 Program 2023 Call-for-Projects (2-Year Cycle)	**Award Amount**
Section 5310 Capital – Vehicles and Equipment	$2,071,496
Section 5310 Capital – Mobility Management	$1,523,274
Section 5310 Operating Assistance	$1,248,486
FTA Section 5310 Total	**$4,843,256**
Total Specialized Transportation Funding	**$14,788,505**

The Measure A Specialized Transit Program awards cover a three-year cycle, beginning July 1, 2024, and ending June 30, 2027. FTA Section 5310 funds were awarded on a two-year cycle through a call-for-projects conducted in Summer 2023. In total, specialized transportation projects were awarded $14.8 million between the Measure A Specialized Transit Program and FTA Section 5310 funding programs. Measure A Specialized Transit projects were awarded a total of $9.9 million in the most recent cycle, with almost 75% of program funds allocated to direct vehicle operations. This funding is only available for projects in Western Riverside County. FTA Section 5310 projects account for $4.8 million in funding, with 74% of awards allocated to capital projects, either for vehicle purchases or mobility management.

Assessment of Service Levels

The utilization of public transit and human services transportation presented in this chapter is shown in Table 12, providing the volume of annual passenger trips and available vehicles by mode of transportation. Almost 11 million trips were provided between the documented fixed-route, demand response, regional rail and specialized transportation providers. Public fixed-route transit accounts for nearly 76.6% of all documented trips, and regional rail represents more than 14.1% of trips provided.

To assess the capacity of transportation providers, the number of available vehicles in maximum service is also presented by mode of transportation. Vehicle size and seating capacity vary across the modes of transportation, where larger fixed-route vehicles carry more passengers than smaller demand-response vehicles. This can be seen in the volume of trips provided on fixed-

route buses at 76.6% of all trips provided on only 38% of all vehicles. In total, Riverside County's transportation providers are utilizing 140 vehicles.

Table 12: 2021 Coordinated Plan Update One-Way Trips and Available Vehicles

Mode of Transportation	Coordinated Plan Annual Trips FY 2023/2024	% of Total Trips	Fleet Inventory
Public Fixed-Route [1]	**8,245,061**	**76.8%**	**337**
Regional (RTA/SunLine)	7,862,246		293
Local (Banning/Beaumont/Corona/PVVTA)	382,815		44
Public Demand Response [2]	**620,565**	**5.8%**	**225**
Regional (RTA/SunLine)	373,662		132
Local (Banning/Beaumont/Corona/RivConnect)	144,540		50
Vanpool (RCTC VanClub/SunLine)	102,363		43
Regional Rail [3]	**713,155**	**14.1%**	**N/A**
Metrolink (91-PVL/IEOC/Riverside)	713,155		
Specialized Transportation [4]	**361,389**	**3.4%**	**138**
Western County Measure A Providers	190,700		56
Section 5310 Providers	170,689		82
Totals	**9,940,170**	**100%**	**700**
[1] As reported by the public transit operators through the TransTrack Data Management System			
[2] As reported by the public transit operators through the TransTrack Data Management System			
[3] Metrolink reported boardings on all train lines that service Riverside County. Trips for FY 23/24 are based on ticket sales from Riverside County stations			
[4] Specialized transportation trips for FY 23/24 include Measure A and FTA Section 5310 funded projects.			

Trips-per-capita as a performance measurement reflects transit use and presents demand in relation to a given population. As the population grows, the demand for public transit and the service levels needed to meet that demand is expected to increase. Monitoring annual trips-per-capita rates as transit demand and populations increase will allow RCTC the ability to decide if the level of available transit service is adequate and keeping pace with the County's growing population. It is also a tool that can be used to compare the County's volume of services to other, comparably sized areas and regions.

A comparison of trip production across the various modes of transportation at each Coordinated Plan period is presented in Table 13. Demand response and specialized transportation programs report the greatest decrease in trips provided, where less trip-making activities would be expected during the period related to the COVID-19 pandemic out of safety concerns for a client base largely of seniors and individuals with disabilities that may have higher rates of preexisting health conditions. Many of the specialized transportation programs ceased carrying passengers during this period to protect the health of their clients.

Table 13: Trips by Mode and Trips per Capita by Coordinated Planning Periods

Mode of Transport	2007 Coord. Plan FY 05/06	2012 Coord. Plan FY 10/11	2016 Coord. Plan FY 14/15	2021 Coord. Plan FY 19/20	2025 Coord. Plan FY 23/24	% Chng from 2021 to 2025
Public Fixed-Route [1]	10,575,445	13,274,550	14,342,911	10,418,477	8,245,061	-20.9%
Public Demand Response[2]	548,845	767,683	840,811	550,043	620,565	14.9%
Regional Rail [3]	2,700,117	3,023,071	3,101,151	3,284,351	713,155	-53.9%
Specialized Transportation [4]	61,859	335,012	388,222	462,636	361,389	-21.9%
Total One-Way Trips	13,886,266	17,400,316	18,673,095	14,715,507	9,940,170	-32.4%
Riverside County Population [5]	**2,005,477**	**2,217,778**	**2,279,967**	**2,468,145**	**2,429,487**	-1.5%
% Change from prior period		+10.6%	+ 2.8%	+8.2%	-1.6%	
Trips per Capita	6.9	7.8	8.2	6	4.4	
[1] As reported by the public transit operators through the TransTrack Data Management System						
[2] As reported by the public transit operators through the TransTrack Data Management System						
[3] Metrolink reported boardings at stations in Riverside County. Trips for FY 23/24 are based on ticket sales. Previous years' ridership included all boardings on the three lines that serve Riverside County.						
[4] Specialized transportation projects funded by FY 23/24 Measure A and FTA 5310 project only.						
[5] As reported by the California Department of Finance for the fiscal year shown						

Chapter 4. Assessment of Mobility Needs and Gaps

Phased Outreach Approach

A three-phased outreach effort was designed to ensure that a breadth of voices contributed to the development of this Coordinated Plan 2025 Update, in line with the regulatory direction that the Plan be "locally developed" (Federal Transit Administration Circular 9070.1H).

The three phases include:

- **Phase I Agency Interviews** – identifying needs, during September and October 2024
- **Phase II Countywide E-survey** – identifying needs during January and February 2025
- **Phase III Virtual Workshop** – inviting comments upon and assistance in prioritizing strategies responsive to needs in the spring of 2025. These comments will be discussed in Chapter 6.

During the first two phases, 31 agencies were interviewed, 792 participants responded to the survey and 137 social media responses were received. Results of those contacts are reported in this chapter. Phase III outreach responses from the virtual Prioritization Workshop are reported in Chapter 6.

Additionally, findings from the Measure A providers' site visits conducted in 2022/2023 also informed this chapter. These providers are identified in Chapter 3.

Phase I – Agency Interview Findings

Phase 1 of the Coordinated Plan's outreach process commenced in the summer of 2024 with human services agency interviews. Its intent was to develop a picture of mobility needs and gaps of target group members that informs both the overall study and the Phase II Countywide e-survey. Target groups include:

- Individuals with disabilities
- Individuals of low income
- Seniors
- Military veterans
- Tribal members
- Individuals of limited-English proficiency

Phase 1 involved contacts with organizations within Riverside County with ties to these communities of interest. In identifying representative contacts, attention was paid to spread across the geographic regions of Riverside County, as well as a *mix of public and nonprofit organizations*. The agency contacts comprised interviews with 30 agencies, through focus group discussions and presentations during this Phase I outreach, with the involved organizations presented in Table 14.

Table 14: Agencies Participating in Phase I Interviews

Agency	Area of County Served	Target Market(s)
Angel View	Coachella Valley	Individuals with disabilities
Blindness Support, Riverside	Western Riverside	Blind Support
Blythe Cancer Resource Center	Palo Verde Valley	Low Income, Seniors, Medical Transport
Blythe Senior Center	Palo Verde Valley	Seniors
Braille Institute	Coachella Valley	Individuals with Disabilities
Cabazon Indians, Indio	Coachella Valley	Tribal
City of Corona	Western Riverside	Municipal
City of Menifee, Senior Advisory	Western Riverside	Municipal
City of Moreno Valley, Parks/Rec	Western Riverside	Access to Parks
City of Norco, Community Services	Western Riverside	Human Services
City of Riverside, DAR	Western Riverside	Dial-A-Ride Services
Desert Access & Mobility	Coachella Valley	Individuals with disabilities
Independent Living Partnership – TRIP	Countywide	Individuals with disabilities
Inland Empire Coalition on Aging	Western Riverside	Seniors
Inspire Life Training	Western Riverside	Foster/Youth
Michelle's Place	Western Riverside	Human Services
PACE – Neighborhood Healthcare Program	Western Riverside	Home care/Seniors
Palo Verde Valley Transit Authority	Palo Verde Valley	Transit Provider
TELEACU Residential Management	Western Riverside	Housing
Riverside Commission on Aging	Western Riverside/ Countywide	Seniors
Riverside County Behavioral Health Services	Western Riverside/ Countywide	Behavioral Health
Riverside Life Services	Countywide	Human Services
Riverside Transit Agency	Western Riverside	Transit Agency
Riverside University Health Services	Countywide	Human Services
SunLine Transit Agency	Coachella Valley	Transit Agency
VIP Solutions	Western Riverside	Vocational/Youth
Voices for Children	Western Riverside	Foster/Youth
Wellness/Disability Equity Alliance (WADE)	Coachella Valley	Individuals with Disabilities
WADE – Western Riverside	Western Riverside	Individuals with Disabilities
Wildomar Public Library	Western Riverside	General Public

Interview Findings in Two Frames of Reference

Overview

Agency interview findings are presented in terms of:

1. Consumer-oriented and focused directly on the individual rider or consumer groups, and
2. Agency and organizationally oriented, focused on institutional topics raised.

Table 15 provides an overview of findings from the agency interviews. These topics are detailed in the following sections.

Table 15: Phase I Interview Findings

Consumer-Oriented Topics
Multiple transportation resources – need a main transportation line for 80% of trip, with options for the remaining 20% of the trip
Isolation after COVID-19 – seniors concerned about safety, need for travel training, need to understand how things work
General lack of knowledge – unaware of what transit options exist, unaware of transit stops near them
Many unserved areas of Coachella Valley, and served areas are very infrequent
City of Menifee – lacks access to transit and sidewalks; long walks
City of Norco – there is a need beyond the current 30-mile radius
Moreno Valley – there is a need for recreational trips
Wildomar – lacks access to transit; sidewalks are disconnected, uneven, crumbling
Agency Topics
Human services agencies want a direct contact with transit agencies, don't know who to call or where to start
Human services agencies want assistance with accessible formats, close-caption options
Human services agencies want more training on mobile apps, how to ask for assistance trip planning, want to see more all-in-one documents
Need more consistent interactions with transit agencies for materials, service changes, face-to-face interactions
More frequent/expanded services to the following areas – UCR/Coachella campus, faster service to schools along RTA's Route 1, interest in BRT along Magnolia, Route 125 to service Yucaipa, destinations beyond SunDial's ¾-mile boundary, RTA more stops in Menifee
Agencies need travel training assistance when it comes to cross-jurisdictional travel
General need for more resources to understand and deliver

Agency and Organization Concerns and Opportunities

Agencies interviewed serve a range of consumer groups, including individuals with developmental disabilities, seniors and frail seniors, individuals undergoing cancer treatments, youth in transitional housing from foster care, students enrolled in community college and more. Agency-identified needs are detailed in the section listed below.

1. **A General lack of transportation knowledge felt by human services agencies.**
   - Assisting staff are unaware of transit services and what exists where.
   - Human services agency personnel don't know who to call at SunLine or RTA (or other transit agencies) to resolve issues on behalf of their clients/consumers.
   - Seniors are unaware of bus stops near them; they do not know how to find local transportation resources.
   - Do you know how to help seniors get access to more free bus passes or discounted fares?
   - Agencies would like direct contact at RTA.
   - Case managers are uncertain as to how to help their consumers with transportation (Behavioral Health).
2. **Information barriers and complications**
   - Websites need improvements in accessible formats; existing formats are difficult for individuals with visual impairments.
   - Transit website accessibility for iPad and iPhone are equally important.
   - Agencies have difficulties downloading apps to show clients.
   - Clients voice how long-distance trips are difficult to plan; crossing between systems feels like it falls on both the client and the human services agency.
   - Beaumont could improve its public-facing communications (i.e., flyers, websites, social media).
   - City of Menifee could do a better job getting the word out on services.
   - Care-A-Van's information can appear confusing, maybe sending different messages to different people.
   - For individuals with hearing impairments, closed captioning or live interpretation are needed at public meetings.
   - Senior-oriented transit information is needed.
   - More information is needed about public transit fares, particularly in regard to caregivers and personal care attendants.
   - Seniors need training and travel training to try transit.
   - Agencies would like caregivers to receive transit information, but do not know how to start that process.
   - RCTC brochure is very helpful because it is "all in one piece."

- Need differing tools for different audiences.

3. Resources and strategies to get the word out about transit

- Need multiple information strategies to reach multiple audiences.
- Aside from standard meetings, are there monthly workshops, Homeowners Associations, and other places to spread the word?
- For social workers, how do agencies reach out to them?
- Need to include the Office of Emergency Services in the transit discussion.
- When something is as simple as a senior losing their bus pass, how do we [the agency] help with that?
- Agencies are looking for face-to-face contacts for HOA senior housing.

Rider Concerns and Opportunities

1. Specific service enhancement ideas from riders

- For Beaumont travelers, a key Banning destination is the Social Security office.
- There are warehouse districts near Beaumont (i.e., Amazon fulfillment center) that can be served by transit.
- There are new neighborhoods and subdevelopments of Olive Wood and Fairway Canyon.
- In Menifee, there are not enough sidewalks to access bus stops.
- For the City of Norco, there is a trip-need beyond the 30-mile radius (i.e., Irvine).
- General flexibility is difficult to accommodate; there is a need for same-day trip making.
- For Moreno Valley, there is a need for recreational trips other than MoVan trips.
- In Wildomar, there are uneven sidewalks that are not always continuous; it is difficult to get to RTA buses or to walk from local senior housing.
- Coachella Valley Underserved Areas
  - Lack of service near the Thousand Palms and SunLine yard
  - Highway 74 and Palm Desert behind El Paseo, where people must go down the hill to get to SunDial.
  - The gated community of Sun City
  - The former bus stop in front of Fantasy Resort Casino/Cabazon Band of Cahuilla Tribe was removed, but riders would like it back.
- Eastern Coachella Valley Underserved Areas
  - Need for youth trips (ages 16-21), limited SunLine options.

2. Regional trip-making is challenging

- More people are taking long trips that take a lot of time.
- More people are making more regional trips.

    - Traveling between the Coachella Valley and Western Riverside and Los Angeles is difficult for those with disabilities.
- There is a demand to travel between Beaumont to San Bernardino, traveling through Yucaipa/Crafton Hills.
- SunLine Route #220 and Beaumont have poor connections.
- Making Dial-A-Ride connections between Beaumont and Banning falls on the rider.
- It is very difficult to get to Irvine via transit.
- Individuals struggled to understand how to travel from Blythe to Riverside, unaware of BWE.
- Riders would like to see better service to University of California, Riverside (UCR)/Coachella campus and College of the Desert.
- Riders would like to see faster service to schools along RTA's Route 1 to Riverside Community College and UCR.
- Riders would like to see Bus Rapid Transit along Magnolia.
- CommuterLink #125 could make small changes to serve Yucaipa.
- Riders would like to see destinations beyond SunDial's ¾-mile boundary.
- Riders are asking for more service and stops in Menifee; it's too long of a walk between stops.
- Riders are asking for more service to and from Lake Elsinore.
- Need Metrolink service between Murietta/Temecula and the City of Riverside.

3. A rise in nonemergency medical trip needs

- For frail or ill people, a shared ride takes too long, including the waiting times for the trip.
- If they carry oxygen or take medication, seniors must be able to use the bathroom frequently.
- There are several medical complexes in Irvine, some with ongoing cancer treatments.
- There is no cancer treatment options in Murietta or Temecula, must travel outside the region.
- A key destination is the John F. Kennedy Memorial Hospital.

4. Riders would like to see more flexibility in making trips

- Riders want same-day transportation options.
- Requiring reservations of one to two weeks ahead of time can be difficult.
    - Riders do not always know that they need to travel until the last minute.

5. Underserved trip types

- Door-to-door, escorted trips for individuals who are not in the Independent Living Partnership TRIP programs.

- Door-to-door trips from Desert Access & Mobility are not able to serve eastern Coachella Valley.
- Mileage reimbursement trips are needed for Blythe residents.
- Warehouse jobs and third shifts need creative alternatives to get people to these jobs .
- Need more transportation options for veteran housing.

6. Bus stop improvement suggestions

- Need more bus shelters everywhere, particularly around new housing.
- Heat and the sun are ever more dangerous; shelters are life-saving.
- High temperatures are now routinely over 100 degrees.
- How can human services agencies request a bus shelter?
- Bus stops need regular, recurring maintenance.
- Need stop shelters throughout the County, locations in Western Riverside and Coachella Valley.
- Hwy. 74 and Ellis – need better pedestrian signage and synchronized traffic light for crossing.

Service Provider Comments

- Difficult for small agencies to deal with all the requirements for Section 5310 grant requirements.
  - Waiting for vehicles to arrive is very long.
  - Would like to see training on reimbursement procedure; currently, it is too infrequent.
- Interest in expanding mobility services (Desert Access & Mobility [vehicles]); Cabazon/Cahuilla Tribe.
- Eligible agencies potentially interested in applying are unaware of specialized transportation grants (Measure A Specialized Transit and Section FTA 5310).
- Would like more technology tools, e.g., scheduling software to improve efficiency of medium-sized transportation programs (Exceed, Behavioral Health Dept.).
- Experienced security issues with theft of catalytic converters (Exceed).
- Want more specialized transportation in the community and better promotion of what does exist (Care-a-Van, others).
- Buses/drivers need to activate enunciators to inform visually impaired riders of stops along routes.
- Riders pressing for same-day, on-demand trips; interest in microtransit (Norco, Beaumont).
- Interest in expanded service hours, weekend service (Corona, Norco).

Phase II — Countywide E-Survey Findings

Phase II outreach established more quantitative input via an online survey, which was developed to quantify selected issues raised in stakeholder interviews. The survey was designed to invite responses ***from agency staff*** and ***from members of the public***. For agency staff, the survey asked about transit-related services provided, areas of the County served and clients' mobility needs.

Through "branching" based on respondents' answers, the survey explored the public's use of transit services and concerns, and mobility needs and challenges.

The e-survey link was widely promoted through RCTC's website and social media, stakeholder agencies, and Riverside County transit operators. E-survey findings are reported in this section and summary data reports are provided in Appendix C and D.

The survey findings are presented here in terms of:

1. Agency responses focused on agency perspectives on clients' needs and challenges; and
2. General public responses of their transportation and experiences, needs and challenges.

Agency Responses

Table 16: Agencies Responding to the E-Survey on Mobility Needs

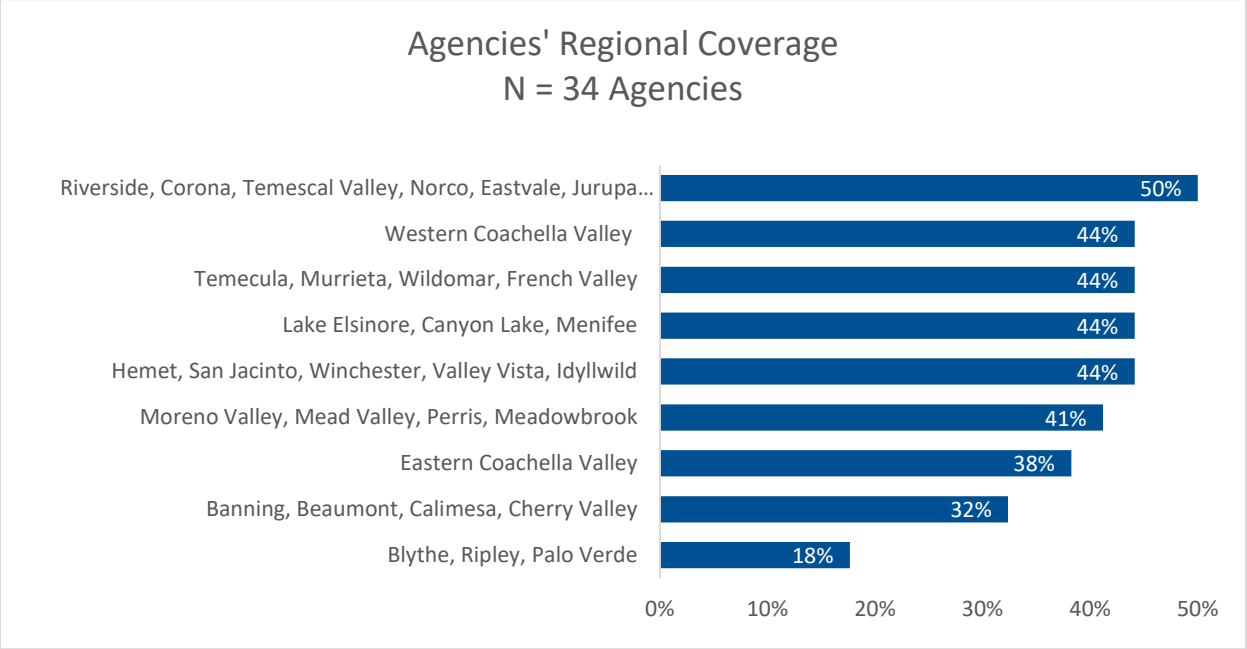
Countywide E-Survey Agency Respondents	
Angel View	Faith in Action
Boys & Girls Club of Menifee Valley	Forest Folk, Inc.
California Family Life Center	GRID Alternatives
Care-A-Van Transit	Independent Living Partnership
City of Banning	Jewish Family Service of the Desert
City of Corona	Michelle's Place Cancer Resource Center
City of Norco	Neuro Vitality Center
Community Access Center	Palo Verde Valley Transit Agency (PVVTA)
County of Riverside	Riverside County Department of Public Social Services
Desert Access & Mobility, Inc. (Formerly Desert Blind & Handicapped)	Riverside County Office on Aging, ADRC
EXCEED (Valley Resource Center)	U.S. Vets, Inland Empire

About the Agency Respondents

Responses were received from 55 agency staff members. Positions within agency respondents range from teachers to executive directors. These respondents represented the 22 agencies detailed in Table 16. Agencies were able to select multiple options, which is why percentages exceed 100% in some areas.

These agencies serve a wide breadth of the County, with all subareas represented by respondents, as demonstrated in Figure 15.

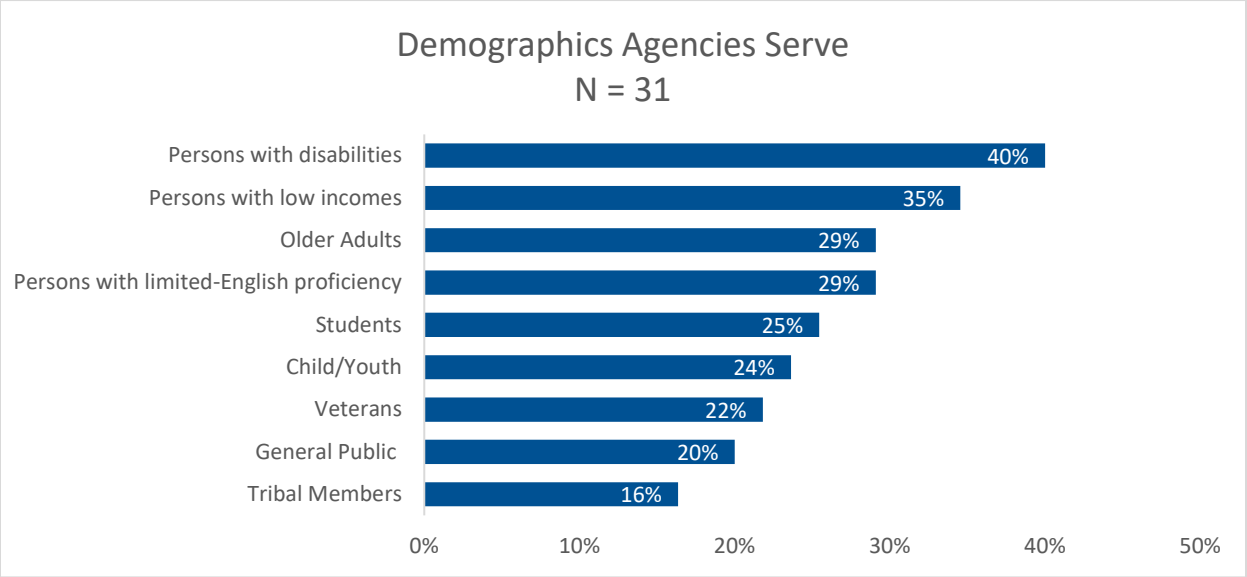
Figure 15: Areas of Riverside County Served by Agency Respondents



Of the 55 agencies that responded to the survey, the majority serve the Riverside/Corona area of Riverside County. However, there was roughly an even split among Western Coachella Valley, Temecula, Lake Elsinore and the Hemet areas. Also, of those who responded, 18 agencies serve multiple jurisdictions.

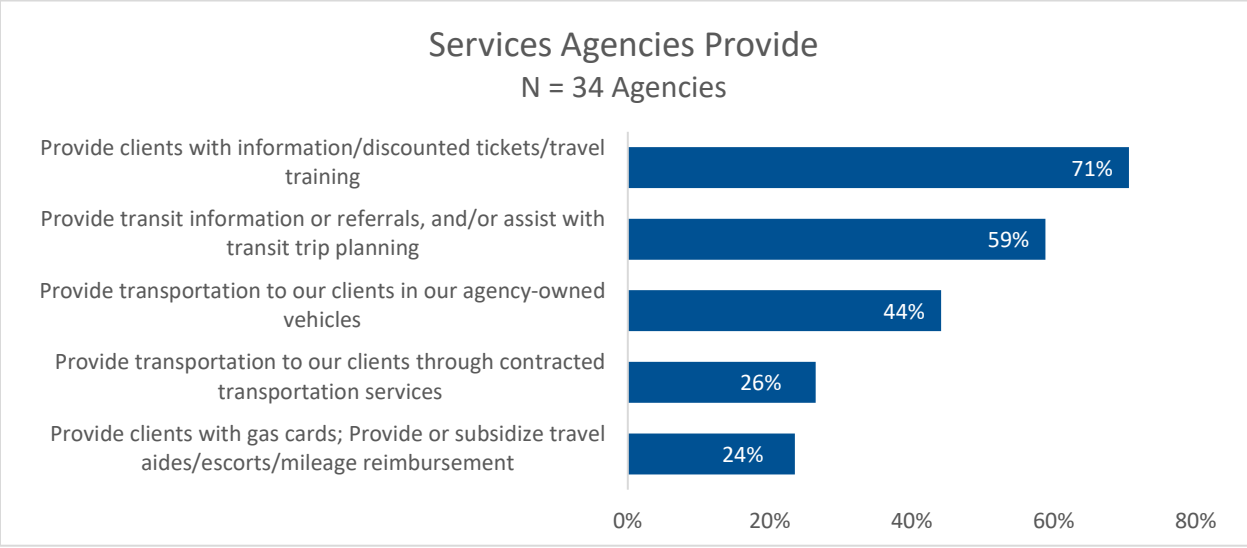
Please note that varying numbers of agencies responded to each question, hence the reported "n" for each question varies.

Figure 16: Demographics Served by Agency Respondents



Agency respondents serve the target markets and others, with 71% serving those with disabilities, 61% serving those with low incomes and 52% serving seniors and individuals with limited-English proficiency (Figure 16). Nine agencies, or 29%, mentioned they help serve tribal Members of Riverside County. Some of the predominant Tribes in Riverside County include: The Cahuilla Nation, Morongo Band of Mission Indians, the Pequot Tribe and the Soboba Band of Luiseno Indians.

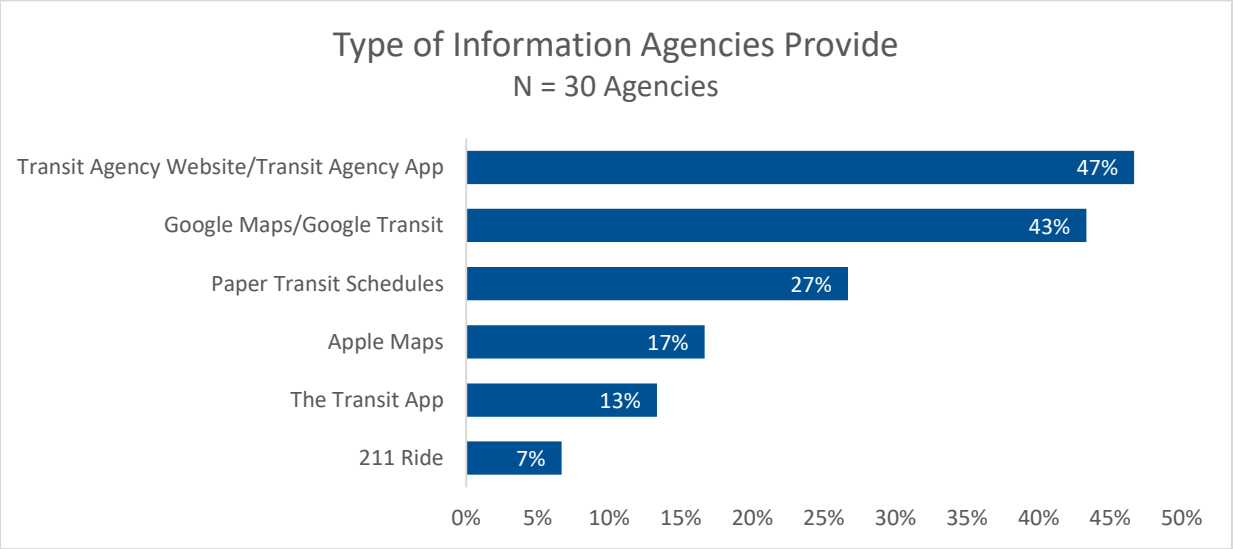
Figure 17: Services Provided by Agency Respondents



Many agencies who responded to the survey provide transportation information, discounted tickets and travel training for their clients (Figure 17). This is important to note, as these agencies act as a mechanism to spread transit information to the most vulnerable populations.

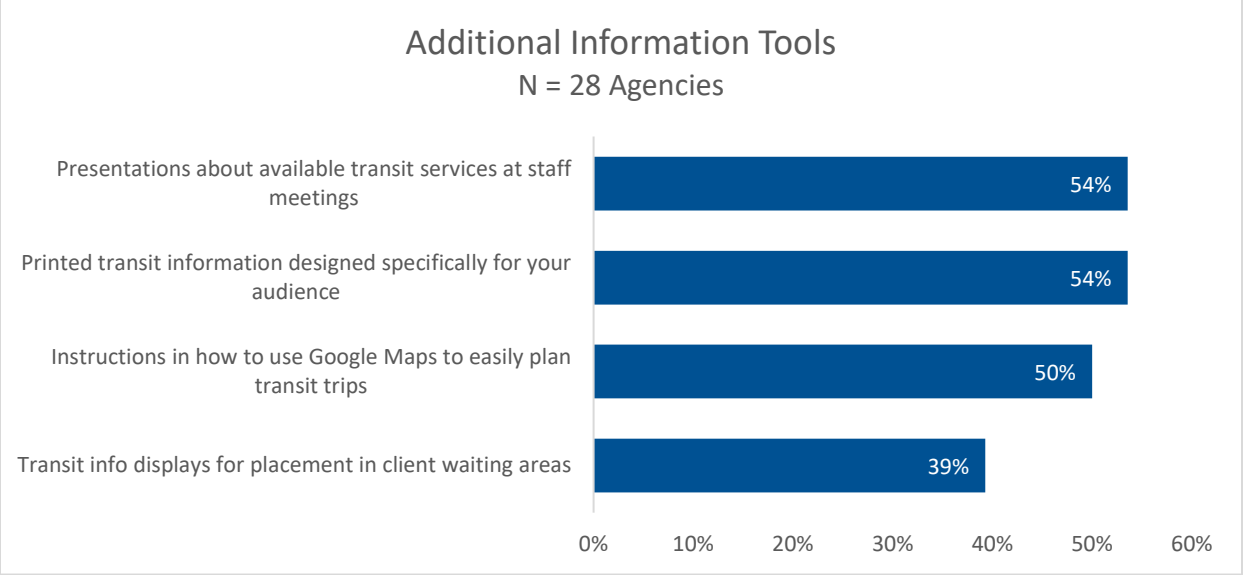
In addition to providing a lot of information, Figure 18 describes the type of information the agencies provide, with the majority directing clients to the transit agency's website or the transit agency's app 2-1-1 Ride, which appeared to be the least used service for transit information.

Figure 18: Transit Information Provided to Clients by Respondent Agencies



When asked ***What additional tools would your agency and staff find useful to provide transit information to your clients,*** many agencies either (a) provide information via presentations or (b) print out information specifically for the audience they service (Figure 19).

Figure 19: Additional Information Agencies Provide to Clients



About Agency Challenges

Agency respondents who provide transportation services were asked what are the most frequent challenges they experience. Figure 20 describes those challenges. In total, 42% of respondents

experience consistent issues with fleet, 35% experience issues related to funding, 29% experience a shortage of drivers and 13% have witnessed a drop in clients since the pandemic.

Figure 20: Agencies' Transit Challenges

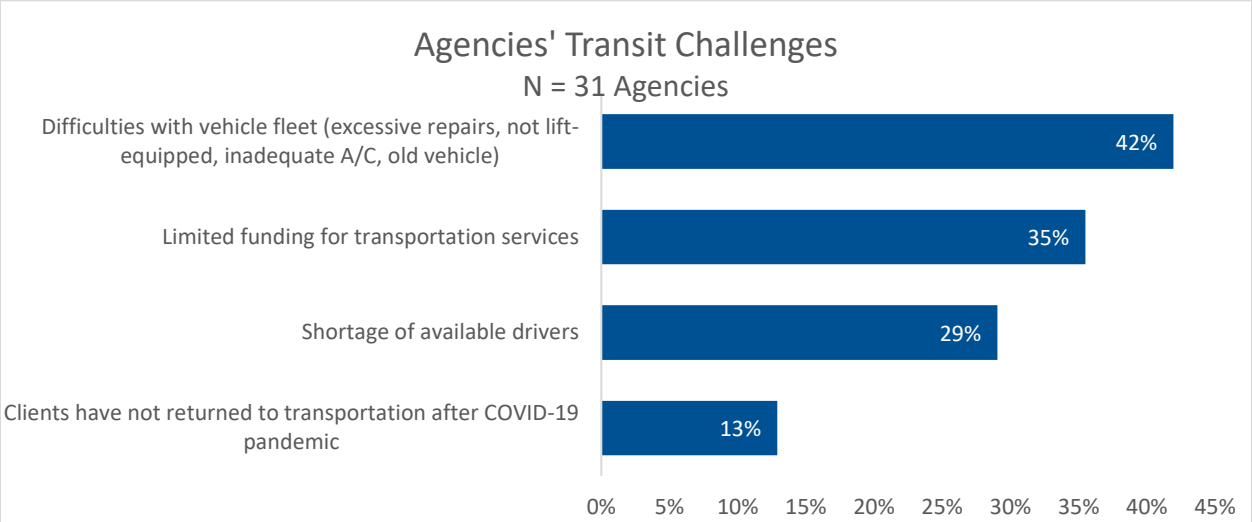


Figure 21 states that the number one challenge agencies hear from their clients are issues related to reserving routine trips, such as medical and shopping. Figure 22 asks agencies what options would be the most helpful to their clients and "reliable and frequent bus service" came in as the most helpful option. The second most helpful option would be travel training programs for their clients.

Figure 21: Challenges Heard from Clients

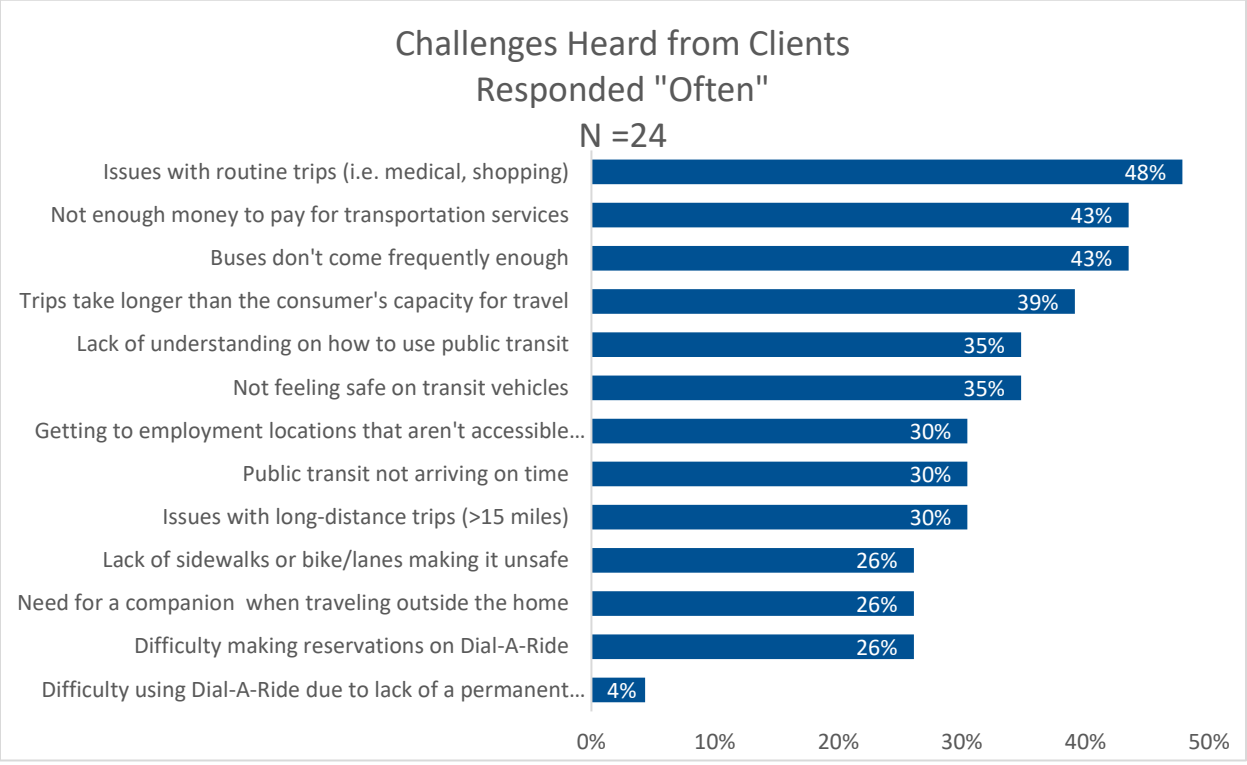
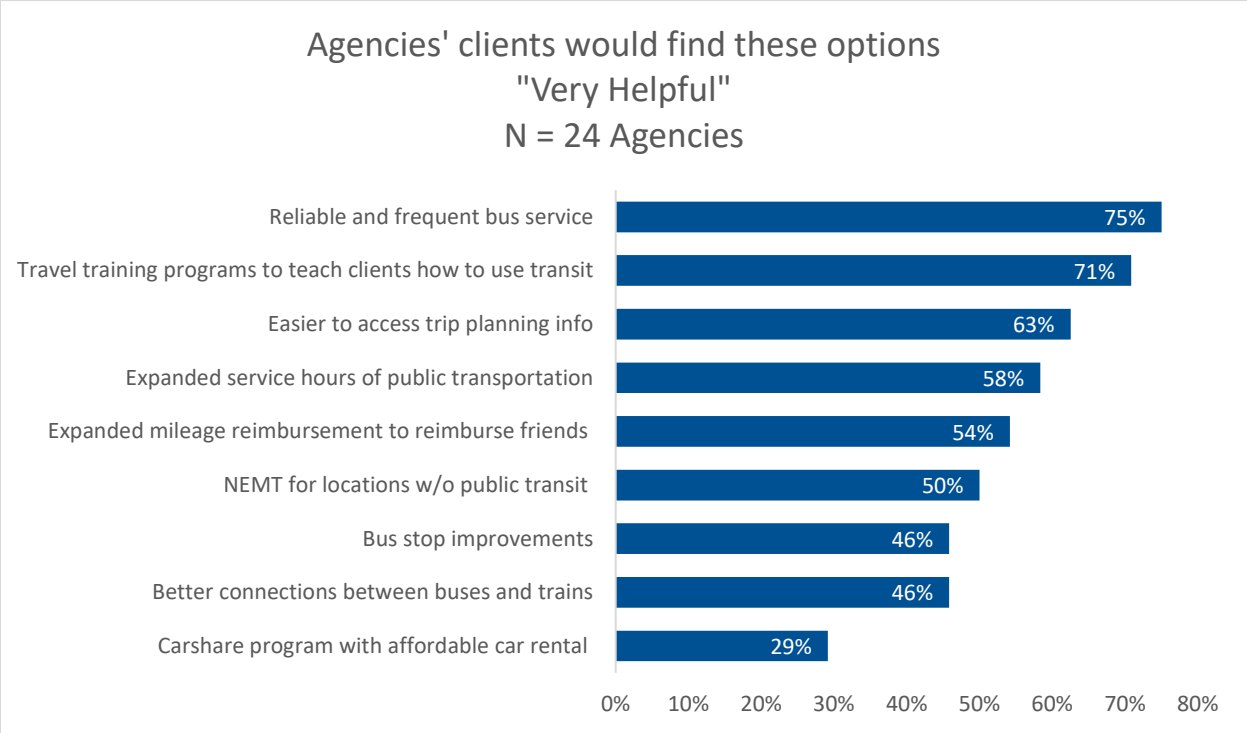


Figure 22: Helpful Transit Improvements



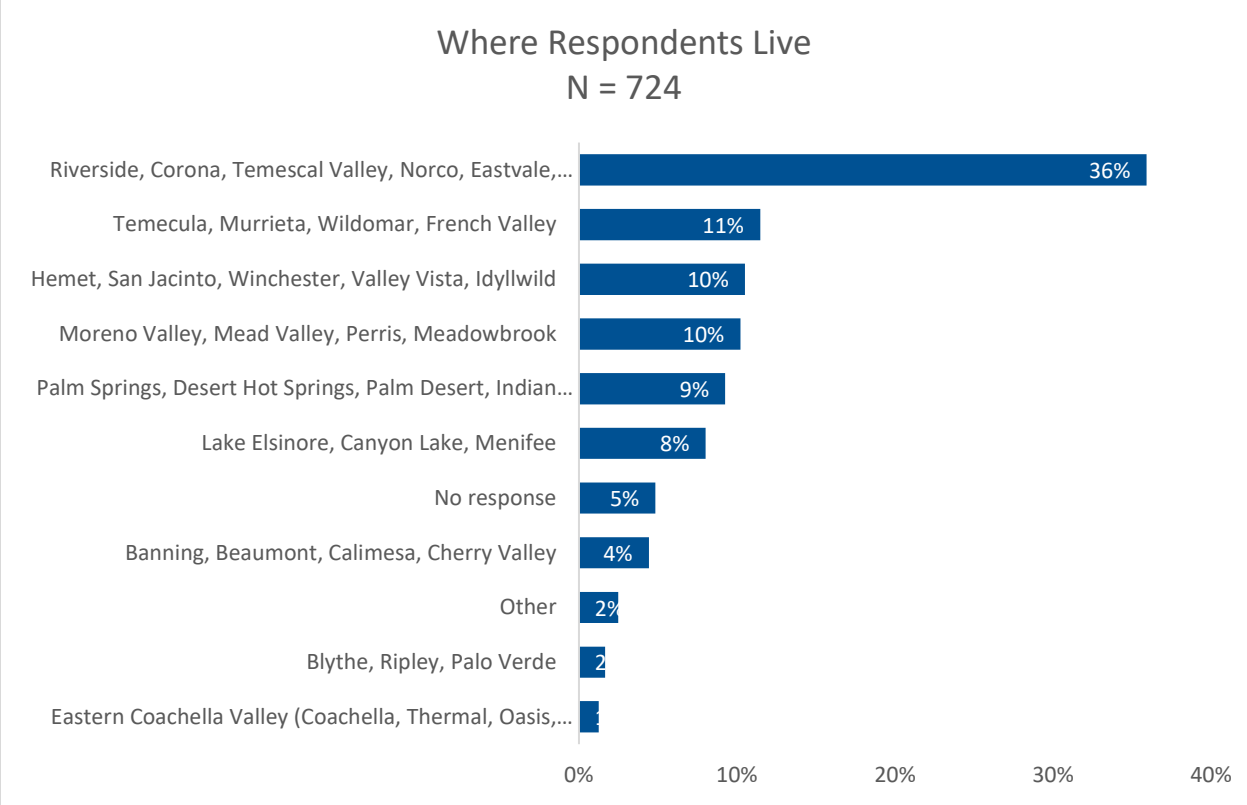
Public Responses

About Public Respondents

Responses were received from 724 members of the general public, some of whom were transit users and some of whom were not. These respondents primarily live in Western and Southwestern areas of Riverside County, as demonstrated in Figure 23. Responses from the Coachella Valley represent 10% of all responses while residents of the Palo Verde Valley account for 2% of responses, and 2% did not answer the question.

As noted previously, not all respondents answered every question and so the reported “n” for each question varies.

Figure 23: Where Respondents Live in Riverside County



Of the respondents, 35% are between the ages of 65-74, 23% were over the age of 75, and roughly 14% were between the cohorts of 18-34, 35-54 and 55-64, as shown in Figure 24. This supports much of the recent Census data collected, which trends toward a growing age group of those over the age of 65, and how important transportation is becoming for this increasing aging population.

Figure 24: Respondents by Age Group

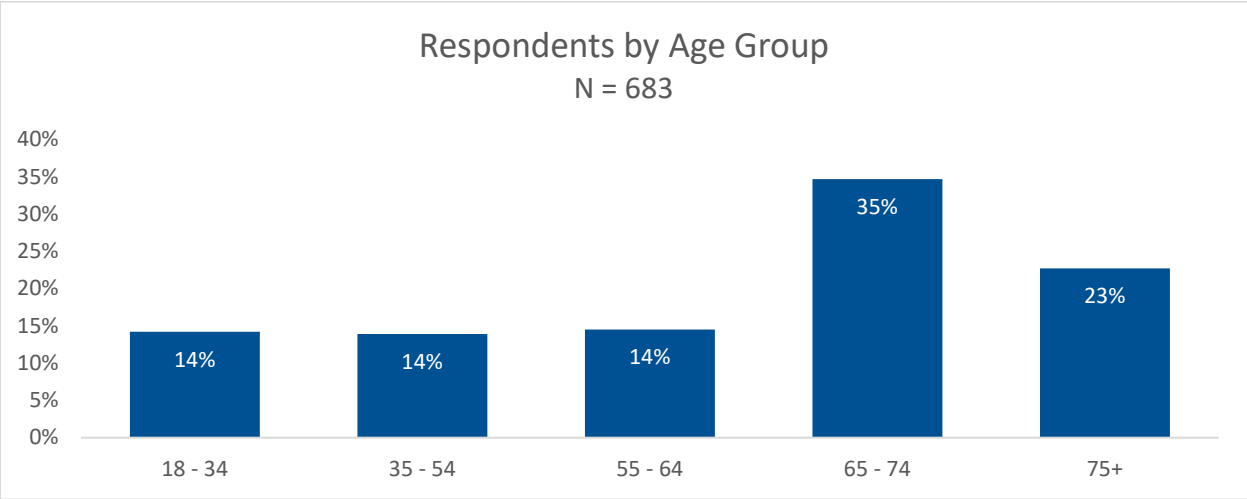
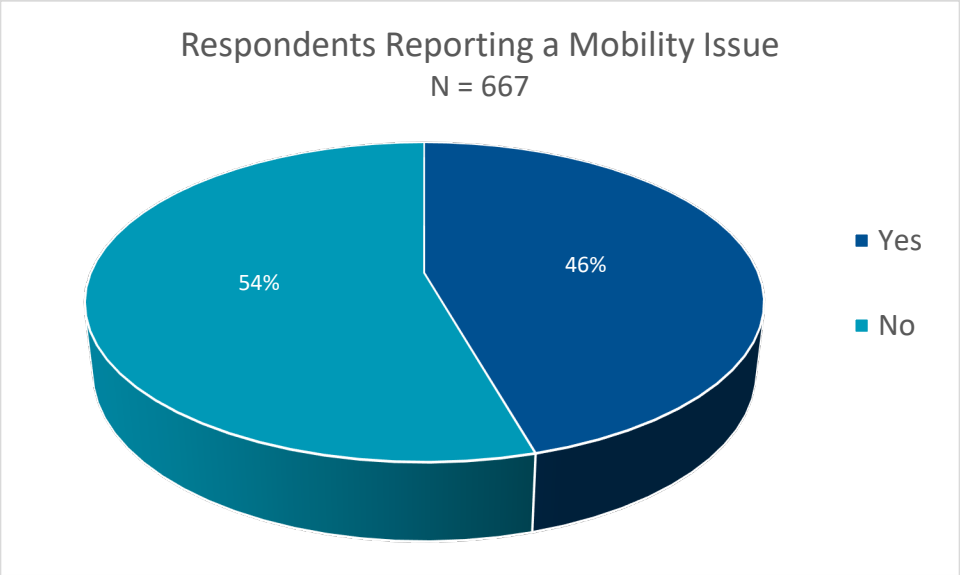


Figure 25 shows that nearly half of those who responded to the survey have some type of disability that affects their mobility.

Figure 25: Respondents Who Reported Mobility Issue



In Figure 26, although many respondents do drive themselves for local trips, 27% rely on another individual to get around and 17% use public transit. In Figure 27, respondents were asked the frequency in which transportation is available to them, and nearly 68% either "always" or "usually" have transportation available to them, 28% "often don't have" transportation available to them and 4% do not have transportation available to them.

Figure 26: How Respondents Travel for Local Trips

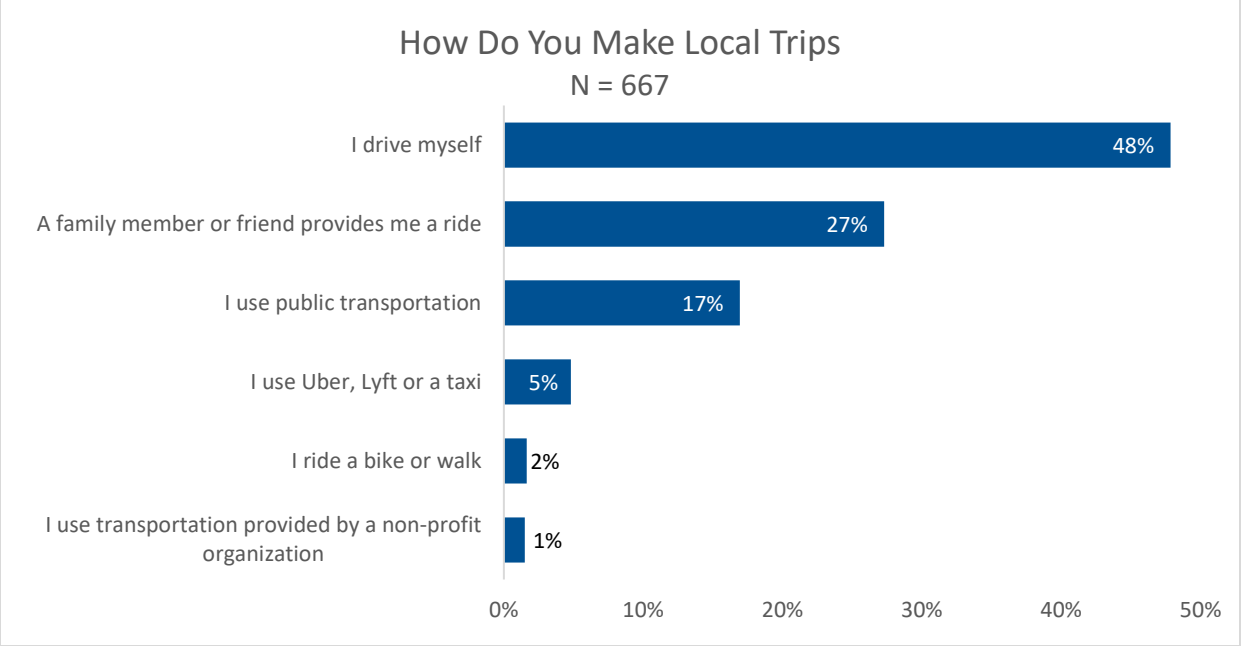
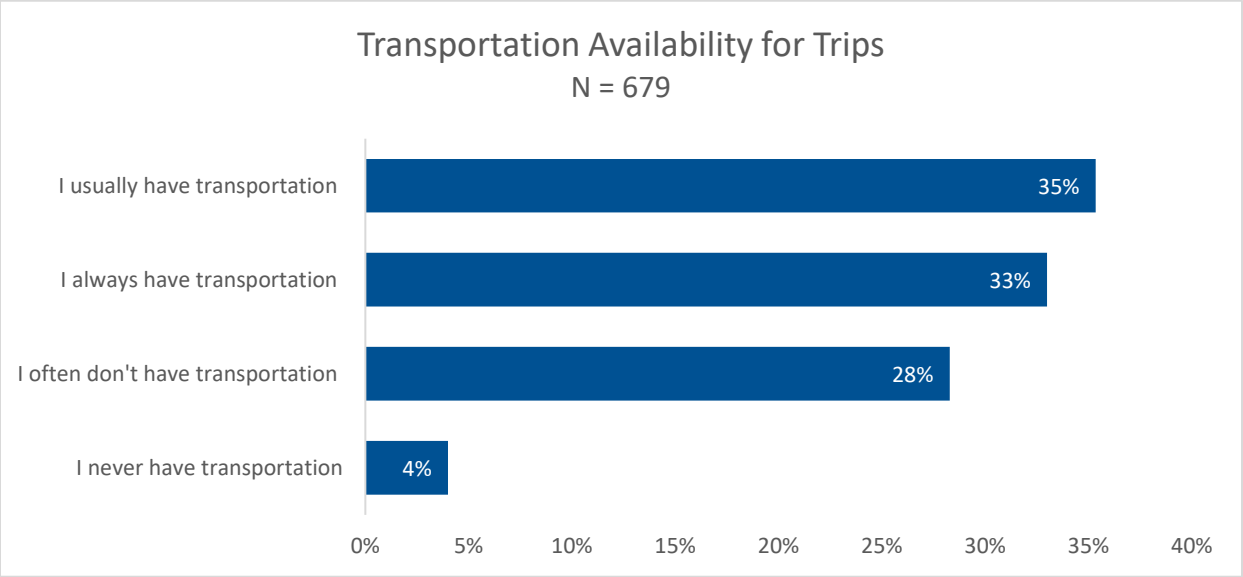
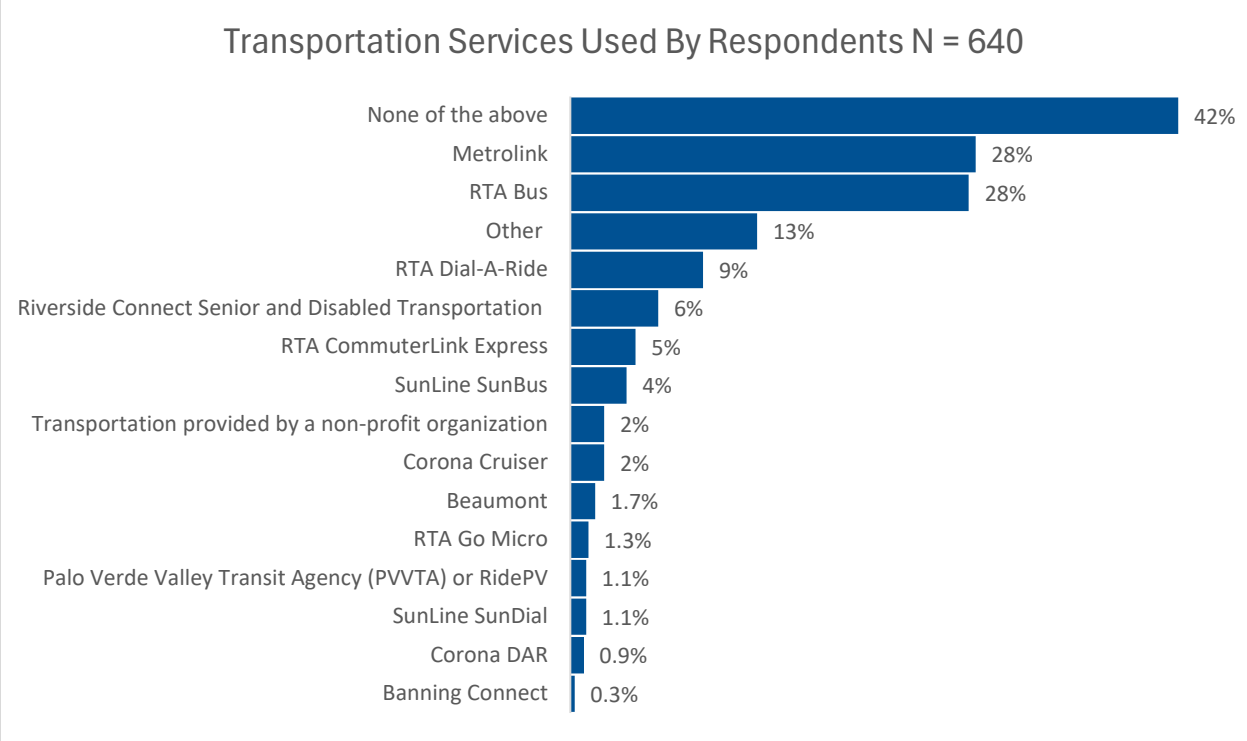


Figure 27: Availability of Transportation for Trips



When asked ***What transit services have you used in the past year?*** Many respondents answered with "None of the Above" – however, outside of that response, Metrolink, RTA Bus and RTA Dial-A-Ride were the most referenced, as shown in Figure 28. Respondents were allowed to choose more than one option.

Figure 28: What Transit Services Have You Used in the Past Year?



The follow-up question was "What Other Services Have You Used?" The following information was received (one respondent each).

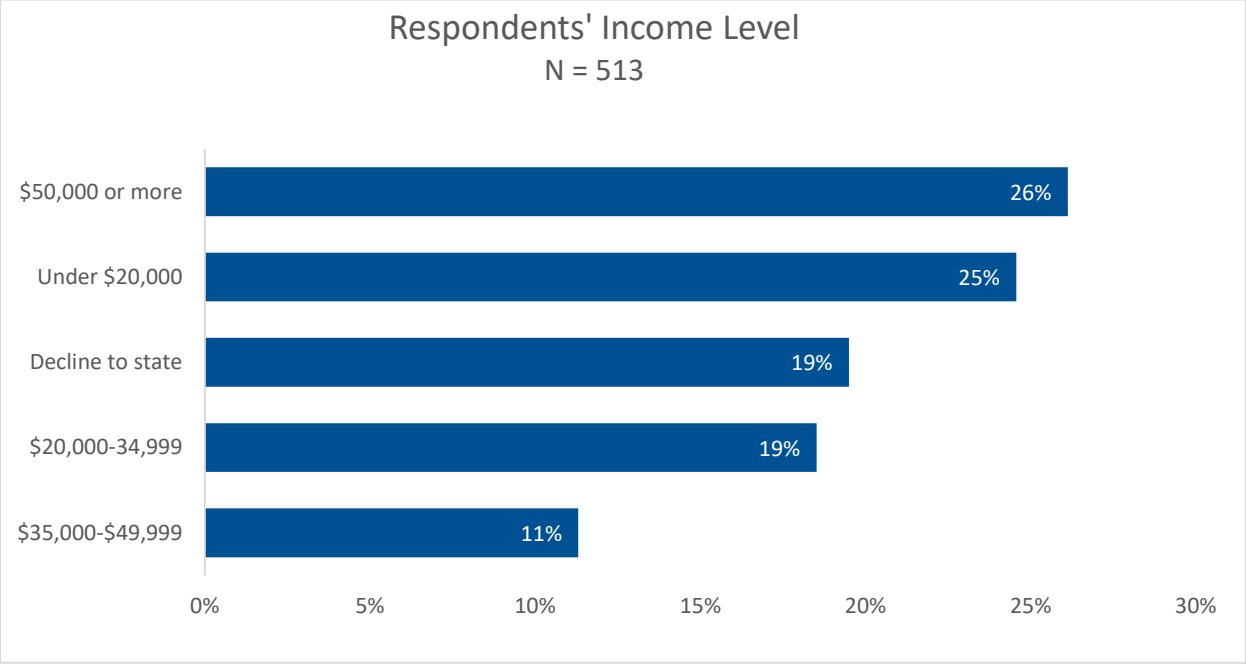
- Riverside University Health System or Inland Empire Health Plan
- Care-A-Van
- Idyllwild Free Shuttle

Another follow-up question asked to provide the "Name of the nonprofit transportation provider" if a respondent selected that he/she uses a nonprofit for transportation needs.

- L.A. Metro
- Amtrak
- Lyft
- IEHP
- Bike
- SCAN Insurance
- SunLine Taxi Voucher
- Forest Folk/Idyllwild Free Shuttle
- Friends/Neighbors

Many respondents chose not to answer the answer of income status, as shown in Figure 29, however, the largest income group of respondents had an income level of $50,000 or higher.

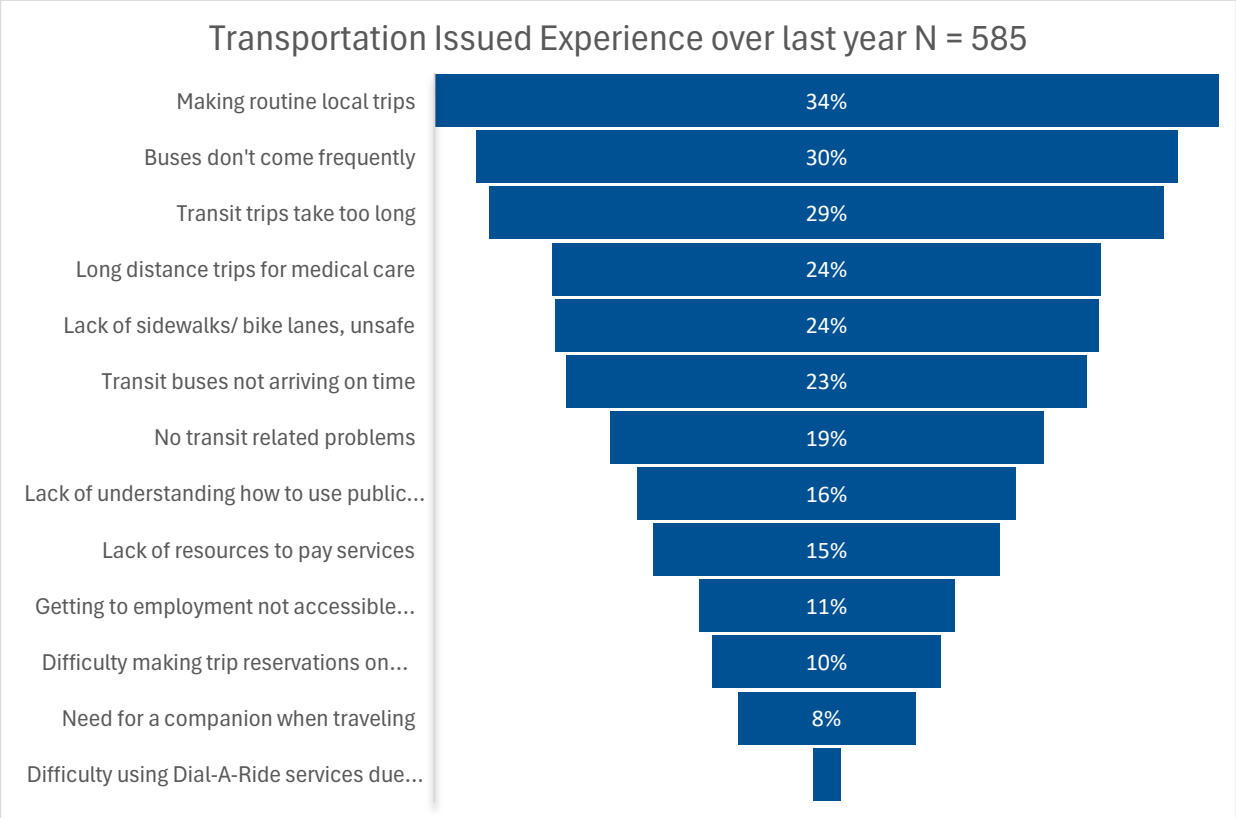
Figure 29: Respondents' Income Level



About Mobility Barriers and Gaps

The general public was asked if they experienced any transportation issues within the last year. Of the respondents, 34% said making routine local trips is difficult (Figure 30) describes why trips are difficult), and 30% stated that buses do not come often enough. When asked a follow-up question of *Are there any other transportation issues that you have experienced…*, the following themes were mentioned: (a) public transit service that does not serve certain areas of the County, (b) lack of frequency on Metrolink, (c) no common payment system and (d) lack of housing development near public transit.

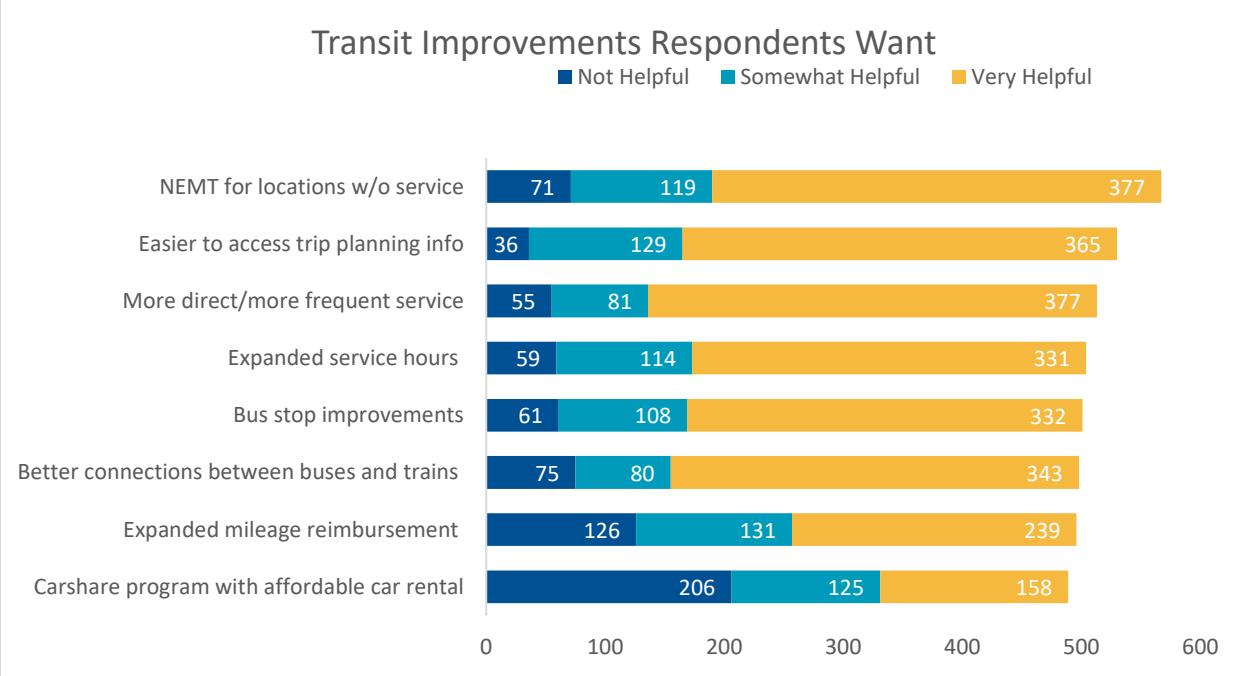
Figure 30: Transportation Issues Experienced Over the Last Year



About Mobility Improvements

Respondents were asked what types of improvements would be the most helpful, as shown in Figure 31. The highest rated improvements were for Nonemergency Medical Transport service (where service is not currently available), easier access to trip planning and more direct/frequent service followed.

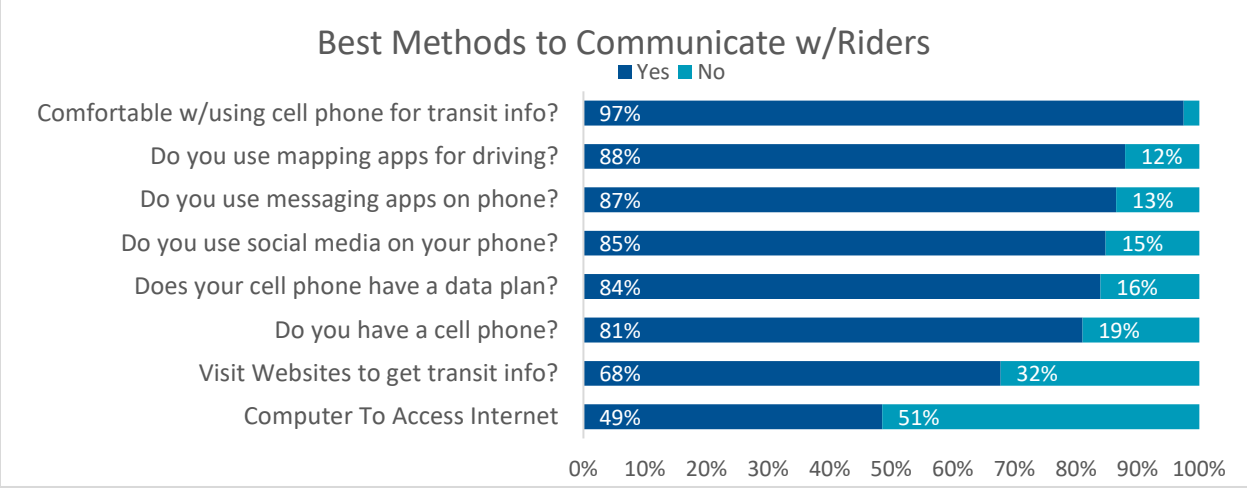
Figure 31: Transit Improvements That Would be Helpful



Number of respondents per question N=531, N=497, N=490, N=511, N=514, N=505, N=499, N=502, respectively

In addition to asking the public what would be the most helpful in terms of transit improvements, the survey asked what the best methods for communication would be for transit-related information, as shown in Figure 32. Of respondents, notable 97% have a cell phone and 84% have a data plan, which provides ease of communication and operators who want to find quick and easy ways to market transit services. These are significant increases in cell phone and data plan availability over responses in prior periods. However, 51% stated they do not use messaging apps, such as text messaging, on their cell phone.

Figure 32: Best Communication Methods



Number of respondents per question N=531, N=539, N=429, N=504, N=516, N=507, N=513, N=511, respectively

Overview of E-Survey Findings

Agencies

The most interesting takeaway from agencies was how they communicate to their clients about transportation, to which they said that they create their own tailored presentations. Although this can appear as a creative, personal way to reach out to clients, it also may show a gap in agencies receiving the proper information and thus, end up developing their own methods.

Agencies also mentioned (a) difficulty making route trips for their clients, (b) fleet failures and (c) lack of reliable service as challenges their clients and their agencies face.

General Public

Many respondents were older, likely have a disability that affects mobility and struggle with making local routine trips. The e-survey shows the aging of Riverside County and the ever-increasing needs for transportation.

Overview of Social Media Posts

Riverside County received 137 social media responses to the Coordinated Plan effort. Of the total responses, 64 were relevant to the Plan effort and 31 were written in Spanish. Below are themes picked up from the social posts:

- How to help seniors with carts and other items on the bus
- Many asked to bring back the RTA commuter #202
- The need for more bus stops and shelters in the Coachella Valley
- Connections from Corona to Moreno Valley or Anaheim
- Better connections to L.A. Metro area
- A general distaste of large road construction projects
- Better options for seniors in Hemet
- More services to 55 and over communities in Temescal Valley
- Uber/Lyft can get people to their destination faster than a bus
- More frequency in Wildomar
- Door-to-door service in Desert Hot Springs
- Integrated fare system with L.A. Metro
- Service to San Diego/Rancho Bernardo
- “Getting stuck” after 8 p.m.

Summary of Mobility Needs, Gaps and Opportunities

Outreach Phases I and II provided a wealth of detail, returned from qualitative and quantitative data gathering. This concluding section identifies the areas that Coordinated Plan strategies should address, to build upon the existing public transportation network, and to improve and

expand mobility choices for the Coordinated Plan's target groups of seniors, individuals with disabilities and individuals of low income. These groups also include military veterans, individuals experiencing homelessness and students. This is against a backdrop of demographic changes that include a declining countywide population, albeit decreasing by just over 1%, but after many years of an expanding population. There are significant increases in the older adult population, now at 16% countywide with a quarter of the population 65 and older in the Coachella Valley and the Palo Verde Valley.

Non-operational Issues

Information

Throughout Phase I and II, the lack of information, access to information and easier trip planning were recurring themes, both from agency representatives and the public. While this is not to say that operators are deficient in marketing, as Riverside County populations continue to age, there are new groups of individuals who have never taken public transit, may show interest in what services are available and be newly open to trying transit.

Coverage

In conjunction with the statement above, housing developments that were built 20 to25 years ago may not be near transit and thus, many respondents and agencies that use transit simply do not have service available in "their area." Fixed-route services tend to exist around the densest area of residents, and ADA paratransit exists only within a ¾-mile boundary of fixed route, which leaves pockets of housing that is not served by transit.

Security

Several nonprofit and specialized transportation programs reported concerns and needs around the security of their transit vehicles. Protecting catalytic converters from theft and transit facilities from vandalism are reportedly continuing challenges, particularly when transit yards are located in lower-rent areas where that can be more common.

Operational and Infrastructure Concerns

Improving the Rider Experience

Consistently, consumers, agency stakeholders and transit operators themselves spoke about the need to improve the rider experience in a variety of ways that included shorter ride times, reliable on-time performance, greater efficiency in transferring between services and more.

Increasing Frequency

Increasing frequency and bringing back COVID-19-related transit cuts were other repeated themes throughout the outreach process. Given that travel and commuting have nearly returned

to pre-COVID levels, operators are encouraged to reexamine cuts to see if these continue to make sense, potentially bringing back certain services and/or frequencies.

Enhancing Transit Infrastructure Amenities and Access

Common themes heard from agencies, the public, interviews and workshops included the need for bus stop infrastructure. It is understood that as infrastructure is built, it may be inviting for the unhoused community, which, in turn, may deter those from using public transit. However, given the summer temperatures of the area and the aging population of the region, this is a topic that operators and RCTC need to discuss.

In addition to bus stop infrastructure, access to bus stops was also mentioned often. Again, with aging populations and those with mobility issues, sidewalks that are cracked, missing or lacking make it extremely difficult to walk on. Understandably, operators do not have the jurisdictional rights to improve sidewalks, but perhaps this Plan can help city and County officials with receiving funds for sidewalk improvements.

Chapter 5. Goals and Strategies

Addressing Gaps and Needs with Responsive Actions

Drawing upon the extensive demographic and outreach findings previously presented, responsive goals and strategies were developed. This chapter presents four goals, and seventeen (17) supporting strategies by which to address the Coordinated Plan 2025 Update findings for improving mobility of target group members (). Potential projects are also highlighted in the following pages.

Table 17: Coordinated Plan 2025 Update Goals and Strategies

Goals and Strategies
Goal 1: Build Capacity of Specialized and Alternative Transportation
1.1 Maintain and grow existing specialized transportation programs that fill gaps in the transit network, enhancing mobility for older adults, individuals with disabilities and low-income populations.
1.2 Fund capital projects for vehicles, technology and equipment that increase the number and volume of specialized and alternative modes of transportation.
1.3 Expand long-distance mobility solutions in underserved communities to improve access to medical, employment and education destinations.
Goal 2: Improve the Promotion of Available Transit Resources
2.1 Support efforts to create and share comprehensive, up-to-date inventories of available transportation services with both stakeholders and the general public.
2.2 Expand travel training for agency audiences (train-the-trainers) and consumer audiences in how to access and use transit.
2.3 Facilitate biannual roundtable meetings between public transit and human service agencies to review and standardize transit service information for broad distribution.
2.4 Develop countywide transit promotional tools (social media, print, bus and transit center displays) that are user-friendly, tailored to each operator, to educate on how to use available transit.
2.5 Collaborate with County Department Public Information Officers and the County library system to disseminate user-friendly transit info, including how-to-plan trips and how-to use transit.

Goals and Strategies
2.6 Collaborate with Consolidated Transportation Service Agencies in delivering accessible, user-friendly transit information across multiple platforms, including social media, print and phone-based support for all modes of transit.
Goal 3: Enhance Transit Growth, Coverage and Connections
3.1 Improve fixed-route service frequencies and span of services in high-demand corridors, focused on services reduced during the COVID-19 pandemic that have been reinstated.
3.2 Identify and pursue funding opportunities to support the expansion of transit service coverage and frequency, addressing both immediate needs and long-term growth.
3.3 Improve regional trip-making by improving transfers and meaningful connections through examining where long wait times exist for regional trips.
3.4 Enhance Dial-A-Ride services by improving on-time performance and reducing long travel times.
3.5 Develop strategies to meet long-distance nonemergency medical transportation needs of older adults and other Coordinated Plan target groups.
Goal 4: Improve Transit Infrastructure and Travel Access
4.1 Support ongoing maintenance of transit infrastructure to enhance safety, security and access for all users.
4.2 Coordinate with local jurisdictions to exchange information on access to transit within 1/3 mile of transit stops, seeking to improve paths of access for pedestrians, individuals with mobility challenges and bicycle users alike.
4.3 Upgrade and enhance bus stops and related infrastructure, including seating, shelter and lighting, by regularly monitoring conditions and pursuing additional funding sources for improvements.

Below is a summary of what was learned through this extensive outreach process that supports the presented goals and strategies, along with project ideas to further the newly created goals.

Goal 1: Build Capacity of Specialized and Alternative Transportation

Strategy 1.1 Maintain and grow existing specialized transportation programs that fill gaps in the transit network, enhancing mobility for older adults, individuals with disabilities and low-income populations.

What We Heard*: Many small, specialized transit operators are eager to expand their services but often face challenges navigating the complexities of the grant funding process. Long waiting times for new vehicles hinder their ability to grow quickly. Additionally, there is a strong demand*

for more training opportunities to support staff's understanding of grants. Frustration with Caltrans is present among small operators who would like to see Caltrans be proactive in helping them expand their service. Specifically, there is interest in expanding mobility services among providers like Desert Access and Mobility Services, as well as within the Cabazon and Cahuilla Tribes. Interest continues in new mobility concepts, including expanded use of on-demand transportation, which has addressed some trip needs difficult to serve on regular fixed-route or localized Dial-A-Ride service.

Consumers identified areas in each region where existing public transportation is not served and would like to see some type of service. Specialized transportation is a way of filling such service area gaps. Trip needs reported — but not necessarily served — included both local, routine trips and long-distance trips to specialty destinations. Needed rider assistance, specifically door-through-door escorts, reinforced the importance of Riverside County's extensive TRIP volunteer mileage reimbursement program.

Project Ideas:

As resources allow, example projects may include:

- Continuing funding to nonprofit and public agency specialized transportation for program operations, supporting labor, benefits and program overhead expenses.
- Encouraging a range of specialized transportation modalities to meet hard-to-serve needs, such as volunteer mileage reimbursement and sustainable microtransit applications.
- Continuing RCTC administration of the Western Riverside Measure A Specialized Transit Program at the best possible funding levels to support responsive, cost-effective and quality services that fill gaps in the public transportation network.
- Undertaking routine, recurring assessments of specialized transportation projects to ensure their safety, cost-effectiveness and responsiveness to the goals of RCTC's Measure A Specialized Transit Program.
- Actively promoting the availability of FTA Section 5310 Elderly Persons with Disabilities Transportation program, with RCTC attention to a quality assurance role to help build strong competitive applications from Riverside County to this statewide funding source.
- Encouraging application to any new discretionary fund source that can support specialized transportation, as with Palo Verde Valley's continuing success with Wellness Express, an FTA Rides-to-Wellness program, now in its sixth year.
- Encouraging specialized transportation providers to participate in statewide training opportunities through the Rural Technical Assistance Program (RTAP) and California Association for Coordinated Transportation (CalACT), making dues and conference participation a legitimate expense in Measure A or Caltrans 5310 operating grant budgets.

Strategy 1.2 Fund capital projects for vehicles, technology and equipment that increase the number and volume of specialized and alternative modes of transportation.

What We Heard*: Riders increasingly seek greater flexibility, including same-day transportation and services that pick them up directly. Requiring reservations one to two weeks in advance is often a barrier, especially for those who may not know their travel needs that far ahead. This is particularly challenging for individuals with developmental disabilities, who may rely on transit not just for work trips through day programs, but also for essential recreational and community-based outings.*

Where consumers find existing transportation to be at capacity and unable to serve their trip, additional capital funding in the form of added vehicles will help to meet added trip needs.

Project Ideas:

As resources allow, example projects may include:

- Funding support to replace aging vehicles and expand fleets to increase capacity and provide more trips.
- Funding support to ensure program safety and facility security to ensure that transportation investments are protected.
- Encouraging adaptation of app-based services, such as Go-Go Grandparent-type models, to expand the user base of such services.

Strategy 1.3 Expand long-distance mobility solutions in underserved communities to improve access to medical, employment and education destinations.

What We Heard: *Several areas within the Coachella Valley remain underserved by public transit, with limited or no access to either fixed-route or Dial-A-Ride services. Notable gaps include communities such as Thousand Palms, the Highway 74 corridor in Palm Desert, Sun City (a gated community) and the area surrounding Fantasy Springs Resort Casino and in Western Riverside County, the Homeland, Romoland areas, among others.*

Consumers report needing help to get to the regional tertiary care medical facilities in Loma Linda and the University Regional Medical facility in Moreno Valley, among others. Some difficult-to-reach treatment facilities are in north San Diego County and south Orange County. Changes in education facilities, for example, the University of California, Riverside campus at the Palm Desert center, requires longer trip-making for students living in rural or distant areas.

Project Ideas:

As resources allow, example projects may include:

- Exploring service applications, such as the Palo Verde Valley Wellness Express, running long-distance deviated fixed-route service from rural communities to health care centers.

- Promoting existing services, such as Riverside County's TRIP program, providing cost-effective volunteer mileage reimbursement to eligible riders for nonemergency medical trips.
- Exploring other service alternatives, including app-based, microtransit services where the ongoing fare subsidy is sustainable.
- Promoting IE511.org rideshare incentives and subsidies to Coordinated Plan target populations to increase awareness of these long-distance mobility options.

Goal 2: Improve the Promotion of Available Transit Resources

Strategy 2.1 Support efforts to create and share comprehensive, up-to-date inventories of available transportation services with both stakeholders and the general public.

What We Heard: *Riverside County offers a wide range of transportation resources, but both the public and human service agencies often struggle to know where to begin when trying to assist clients. The RCTC brochure is a helpful tool because it consolidates key information in one place; however, more creative and targeted outreach efforts are needed. Different audiences — such as the Riverside County Commission on Aging, senior centers, case managers, Medi-Cal coordinators, IEHP (Inland Empire Health Plan) and Kaiser social workers, and even local Facebook communities — require tailored communication tools. Incorporating transit information into municipal newsletters is another promising way to broaden awareness and accessibility.*

Consumers who may be considering public transit for the first time are often unaware of what exists or where to start to find out how to make a trip, as reported by agency staff working with these individuals. Information resources well-known to transit professionals, such as Google Transit and the Transit app, are often unknown to potential transit users. The role of libraries and other community-based organizations in promoting available public transit can help these potential, new riders where they have ready tools to do so.

Project Ideas:

As resources allow, example projects may include:

- Continuing and enhancing RCTC's website listings of specialized transportation programs —including public transit programs, ensuring that posted information is accurate and updated.
- Collaborating and coordinating with other entities that compile transportation information, such as Riverside County 211, the Inland Coalition on Aging and the County Department on Aging's senior information and referral listings.
- Identifying and developing tools that could be used by the County library systems, such as digital banners or by the County Public Information Officers, such as digital toolboxes reporting on transit service availability, special fare promotions and more.

- Conversations with Google Transit as other options to display.

Strategy 2.2 Develop travel training for agency audiences (train-the-trainers) and consumer audiences in how to access and use transit.

What We Heard: *Many human service agencies lack clear guidance on where to find transportation information and are actively seeking support to better understand the mobility options available. Among seniors, there is a common perception that public transit is unsafe, which discourages usage and contributes to declining ridership. Simple challenges, such as replacing a lost bus pass, can become major barriers for older adults or individuals with disabilities if clear support systems are not in place. Turnover among human service agency staff is common and transit information needs to be re-seeded among personnel interacting with consumers who may have transportation needs.*

Members of the public expressed uncertainty and apprehension in trying transit for the first time — some asking for travel training, travel buddies or ambassadors. A wide range of person-to-person contacts can help introduce potential new riders to the array of public and specialized transportation services that exist in Riverside County.

Project Ideas:

As resources allow, example projects may include:

- In conjunction with the County's public transit operators, developing travel training modules that can be shared are short, pithy and can be shared in a variety of settings.
- T-Now meetings and other advisory groups
- Senior centers and other community center gatherings
- Agency personnel training for case workers or frontline staff
- Developing train-the-trainer opportunities about public transportation in general and about specific issues, such as planning a trip, purchasing a bus pass, paying the fare, including how technology can aid the transit user.
- Promoting real-time information tools, incorporated into travel training opportunities, such as real-time bus information via RTA's BusWatch, SunBus Tracker or Metrolink Train Tracker to instill confidence in new transit users.
- Work with city staff responsible for promoting events and city services

Strategy 2.3 Facilitate biannual roundtable meetings between public transit and human service agencies to review and standardize transit service information for broad distribution.

What We Heard: *Oftentimes, office managers at small human service agencies reach out to transit customer service representatives seeking basic information or a better understanding of available transportation options. However, many agencies also want to gain a broader perspective on the overall role transit plays in the community and where it is headed in the future. Social workers frequently ask how they can better stay informed and help spread awareness*

*about transit services to those they serve. The Inland Empire Coalition on Aging's **Master Plan on Aging** called out the need for a broad range of information tools to aid both seniors and caregivers working with older adults and persons with disabilities.*

Project Ideas:

As resources allow, example projects may include:

- Encouraging transit personnel, including CTSA managers and RCTC staff, to participate in annual collaborative settings, such as those hosted by the Inland Coalition on Aging, the IEHP and others to continue to promote public transit services and specialized transit programs in Riverside County.
- Exploring the role of RCTC's CSTAC in hosting or collaborating with human service coalitions in hosting an annual public transportation summit.
- Developing and enhancing networks between public transit and human services personnel to communicate periodic service or schedule changes, special fare/free fare promotions and new services.

Strategy 2.4 Develop countywide transit promotional tools (social media, print, bus and transit center displays) that are user-friendly, tailored to each operator, to educate on how to use available transit.

What We Heard: *Information about transportation services needs to be communicated through multiple channels to effectively reach diverse users. This includes older adults uncertain about using transit, non-English speaking riders with limited literacy in any language, persons with limited or no useable vision and those new to using public transit. Long-distance trips that require crossing between different transit systems are especially difficult to plan and often fall on case managers or agency staff to coordinate. Many have expressed the need for more hands-on support, particularly for seniors, who may struggle with navigating these systems independently. Youth riders also experience confusion in areas where two transit systems operate in close proximity, creating uncertainty about routes, fares and service boundaries.*

Project Ideas:

As resources allow, example projects may include:

- Encouraging the development of transit promotion tools aimed at the Coordinated Plan's target populations, including older adults, persons with disabilities, persons of limited-English proficiency, with an emphasis on countywide messaging — for example, how to plan a trip on Google Transit, when a countywide free fare day is planned.
- Ensuring that information tools are created and disseminated through the full range of modalities — digital, website, newspaper, radio and paper for sharing through agency email lists and social media platforms, disseminating these at bus stops,

transfer centers and community centers, and in public service announcements or even paid advertising spots on television, radio and social media.

- Working with existing coalitions of human services contacts and building new network contacts to regularly disseminate transit information countywide.

Strategy 2.5 Collaborate with County Department Public Information Officers and the County library system to disseminate user-friendly transit info, including how-to-plan trips and how-to-use transit.

What We Heard: *Riverside County branch libraries personnel reported their eagerness for information tools that they can share, indicating that some older adults or low-income individuals use the library computers for personal computer purposes, including trip-planning. Librarians may or may not be able to answer questions about trip-planning but could easily run digital banners in their electronic signage directing patrons to Google Transit and other resources. County Public Information Officers were identified as another important information focal point but that they do not know about public transit and do not necessarily coordinate with one another. Creating user-friendly tools targeted for these groups can support widespread dissemination of transit information.*

Project Ideas:

As resources allow, example projects may include:

- Developing contacts within key library and county agencies to establish an information network for the dissemination of transit information and promotional tools, with special attention to social media toolkits by which others can promote public transit.
- Working through Riverside County's public transit agencies to ensure that relevant transit information is routinely provided through this network.

Strategy 2.6 Collaborate with CTSAs in delivering accessible, user-friendly transit information across multiple platforms, including social media, print and phone-based support for all modes of transit.

What We Heard: *Improvements are needed to ensure transit websites are accessible for individuals with visual impairments, as current formats are often difficult to navigate. Similarly, seniors who are new to transit conveyed that they could become overwhelmed by both bus books and websites. It's equally important that these websites function well on iPads and iPhones. Some agency staff and members of the public indicated they do not necessarily know the names of their local public transit providers and are therefore uncertain as to how to find their websites and schedules.*

Regional trip planning is particularly challenging for individuals due to inconsistency and complexity across different transit agency websites. Individuals with disabilities making long

regional trips and those seeking specialty medical care reported struggling to link transit trips. Additionally, transit apps are often inadequate — one staff member, for example, encountered significant difficulty trying to download the SunRide app for a client. This underscores the need for more user-friendly digital tools and better support for both riders and the staff assisting them.

Project Ideas:

As resources allow, example projects may include:

- Coordinating with CTSA personnel around countywide projects, such as travel training information dissemination or special fare promotion.
- Exploring developing an annual calendar of promotions — in conjunction with CTSA personnel of RTA and SunLine, with input from the municipal operators, to develop, provide and promote countywide transit messaging.
- Integrating transit promotion information with communications regarding service changes or modifications, with specific efforts to connect with Coordinated Plan target populations.

Goal 3: Enhance Transit Growth, Coverage, and Connections

Strategy 3.1 Improve fixed-route service frequencies and span of services in high-demand corridors, focused on services reduced during COVID-19 that have been reinstated.

What We Heard: *A recurring theme among public input is the urgent need for more frequent and reliable transit service across Riverside County. Riders emphasized that buses should run at intervals of 30 minutes or less, noting that the current 90-minute wait times for services render public transportation impractical for daily use. Many called for expanded service to key destinations such as RCC, Downtown Riverside, VA Loma Linda, UCR, Menifee and Temecula, as well as increased feeder routes to Metrolink stations and more weekend and midday Metrolink trains.*

Stakeholders and riders reported difficulty making timely connections with limited alternatives that leave riders feeling stranded, especially in the late afternoon or on weekends. Express routes during commute hours, later evening service and reinstating pre-COVID-19 early morning schedules were also suggested to improve access. Several comments highlighted the need for expanding bus rapid transit (BRT) and expanded regional rail, while also advocating for more convenient stops and bus hubs that link communities to colleges and major employment centers. These included better transit access to the UCR Coachella Valley campuses and distribution center employment in the Jurupa Valley and northwestern Riverside County areas.

Project Ideas:

As resources allow, example projects may include:

- Targeting resources to increase fixed-route service frequencies in high-use corridors or to areas where latent transit demand exists.
- Monitoring routes serving lower-demand, less-densely populated areas to consider when increases in service frequency may be viable, either related to potential ridership or due to newly available resources.

Strategy 3.2 Identify and pursue funding opportunities to support the expansion of transit service coverage and frequency, addressing both immediate needs and long-term growth.

What We Heard: *Community feedback strongly emphasizes the need for expanded transit service, particularly for underserved areas and vulnerable populations such as seniors. Residents in cities like Calimesa and Desert Hot Springs expressed frustration over the lack of local or door-to-door service, especially in retirement communities where mobility options are limited. Many seniors in Calimesa, including those living in areas like Plantation on the Lake, report having no nearby bus service at all. Similarly, in Desert Hot Springs, while the SunDial program is appreciated, it's heavily restricted by SunLine's limited route coverage, leaving many seniors without access to medical care and grocery stores. There's also concern about the absence of any service during holidays, with riders noting that neighboring counties at least offer reduced schedules, while RTA provides none. Other feedback highlighted opportunities for rail expansion, particularly the underutilized rail corridor between Perris and Hemet, which residents believe could be quickly and affordably revitalized using lightweight commuter rail to improve regional connectivity.*

Project Ideas:

As resources allow, example projects may include:

- RCTC continues working with the County's public transit operators to aid them in identifying and securing potentially available funding.
- Pursuing grant funding and discretionary funding, to supplement existing funding, at every opportunity that can support and enhance public transit services.

Strategy 3.3 Improve regional trip-making by improving transfers and meaningful connections through examining where long wait times exist for regional trips.

What We Heard: *Regional trip-making is particularly difficult, especially for seniors who may require oxygen, take medications on a schedule or need frequent restroom access. Long-distance travel within and beyond Riverside County — such as from Coachella to Western Riverside County and onward to Los Angeles County, from Beaumont to San Bernardino, or from Blythe to Riverside — presents significant challenges due to the duration, transfers and lack of supportive infrastructure for vulnerable populations.*

Project Ideas:

As resources allow, example projects may include:

- Assessing and improving connections between routes to facilitate longer trips, and shorten waiting times and overall travel times.
- Continuing exploration and implementation of limited-stop, higher speed transit services to speed longer trips.
- Ensuring reliable connections between routes, to speed longer trips, working with the operators to identify those transfer points that may involve common long-distance trips and connections between routes or even transit systems.
- Protecting bike-to-bus connections by ensuring sufficient, well-maintained bike racks at stops and on buses to enable and support first-mile/last-mile bike trips.

Strategy 3.4 Enhance Dial-A-Ride services by improving on-time performance and reducing long travel times.

What Was Heard: *Throughout the public engagement process, it became clear that there is a disconnect between how Dial-A-Ride operators schedule rides, how the public interprets those schedules and sometimes the actual experience of the ride's on-time performance, which may differ from its scheduled pick-up times or from the rider's expectations. This mismatch often leads to confusion about when passengers can expect to be picked up or dropped off, creating frustration and uncertainty for riders. Working towards improved reliability of service and better communication with riders when their vehicle shows up for their trip will improve productivity and efficiency, and, importantly, improve customer experience.*

Additionally, users of paratransit, Dial-A-Ride programs indicated the need for some same-day transportation, as opposed to the advance reservation services that are typical of most Dial-A-Ride programs. These consumers indicated a desire for more immediate, spontaneous transportation. Microtransit, on-demand transportation that is app-based, appeals to those with such spontaneous needs, even if it costs them a little more. At the same time, the affordability concerns of the Coordinated Plan target populations mean they are often unable to order Uber and Lyft trips where the fare is not somewhat subsidized or discounted. Another important attribute of microtransit is that it can travel where existing fixed routes — or beyond their ¾-mile buffer — do not travel. By the same token, to ensure that such services are sustainable and do not "break the bank," transit providers conveyed the importance that limitations must be established.

Project Ideas:

As resources allow, example projects may include:

- Encouraging Dial-A-Ride, paratransit providers in Riverside County to use trip scheduling software with dynamic trip-scheduling (such as Ecolane or RideCo) and can

make trip assignments to vehicles in real-time, thereby improving system performance and productivity.

- Exploring microtransit service models for members of the Coordinated Plan target population that can provide same-day, on-demand trips and are designed to be sustainable, for example, by limiting the trip type, the service area or the number of trips individuals can make.
- Exploring funding opportunities can ensure that a microtransit, on-demand service can provide subsidized fares to eligible users.

Strategy 3.5 Develop strategies to meet long-distance nonemergency medical transportation needs of older adults and other Coordinated Plan target groups.

What We Heard: *Many specialized medical facilities — especially those providing advanced treatments like cancer care — are located far from where community members live. Some models of service for these long-distance trips exist in Riverside County, such as the Palo Verde Valley Wellness Express or the ILP TRIP program, but these are not necessarily known to human service workers in communication with older adults, individuals with disabilities and other vulnerable populations.*

Project Ideas:

As resources allow, example projects may include:

- Ensuring widespread promotion of information among human services organizations about existing nonemergency medical transportation services, such as the Wellness Express, the TRIP program and RTA and Pass Transit fixed routes to the Loma Linda hospitals, among others.
- Developing tools and techniques to more effectively reach into the health care delivery system, specifically the appointment-making nodes, to promote available transportation options.
- Securing funding for new pilot projects targeted for long-distance, nonemergency medical trips.

Goal 4: Improve Transit Infrastructure and Travel Access

Strategy 4.1 Support ongoing maintenance of transit infrastructure to enhance safety, security and access to transit services.

What We Heard: *Public feedback underscores a critical demand for investment in transit infrastructure across Riverside County to ensure safety, accessibility and usability. This includes protecting vehicles through routine, regular maintenance and securing the transit facilities that house or support them. Adequate and ready vehicle maintenance and the resources to provide that are critical to a safe, secure fleet, whether that is two vehicles or dozens. There have been*

instances since the last Coordinated Plan update of vehicle vandalism and theft of catalytic converters, among other issues that underscore investment around vehicle security.

Project Ideas:

As resources allow, example projects may include:

- Ensuring that vehicle maintenance is a part of every grant application, at levels appropriate to vehicle type and size, for both routine, preventative maintenance and for appropriate larger-scale maintenance expense to ensure that older vehicles are safe and road-worthy.
- Ensuring that for even the smallest transportation programs vehicle maintenance schedules are developed, implemented and monitored.
- Ensuring the security of faculties where vehicles are garaged, supporting fencing and other security measures to protect these public investments.

Two inter-related strategies are combined, in terms of relevant findings and project ideas.

Strategy 4.2 Coordinate with local jurisdictions to exchange information on access to transit within 1/3 mile of transit stops, seeking to improve paths of access for pedestrians, individuals with mobility challenges and bicycle users alike; and

Strategy 4.3 Upgrade and enhance bus stops and related infrastructure, including seating, shelter and lighting, by regularly monitoring conditions and pursuing additional funding sources for improvements.

What We Heard: *Path-of-access and bus stop improvement concerns. Transit users with disabilities highlighted the need for closer stops. Older adults spoke of the absence of sidewalks that connect to transit. ADA-compliant curb ramps were emphasized as essential, particularly in areas where pedestrian infrastructure is nearly nonexistent or fragmented, including pedestrian unfriendly neighborhoods without sidewalks or with busy thoroughfares where crossing as a pedestrian is difficult. Lower-income transit users who ride bicycles to make bike-to-bus trips were concerned about safe bicycle travel on Riverside County streets and roads.*

Residents consistently called for the expansion of shaded, well-lit and accessible bus stops, especially in areas like Temecula, Murrieta, Hemet, Wildomar and Lake Elsinore, where extreme heat and lack of seating pose serious risks. These and other areas of Riverside County developed quickly and were focused on automobile travel, not necessarily pedestrian travel.

Calls for dedicated bus lanes, improved signage and investments in rail, including rail connections and increasing train frequency, reflect a broader vision of a more connected, multimodal region. Respondents stressed that without walkable neighborhoods and safe access to transit, public transportation remains difficult to access for many. The lack of infrastructure not only limits mobility but leaves vulnerable individuals isolated, homebound or reliant on expensive

alternatives. Investments in transit access infrastructure — both large and small — are viewed as vital to public safety.

Project Ideas:

As resources allow, example projects may include:

- Encouraging municipality and transit to dialogue to jointly seek funding for path-of-access improvements in areas with higher propensity transit usage that may include:
  - Installing sidewalks where there are none.
  - Improving sidewalks where existing ones may have fallen into disrepair.
  - Installing bike paths (Class I, II or III) in areas and neighborhoods where existing bicycle usage is high or there is evidence of latent demand for bike trip-making.
  - Other improvements that facilitate safe pedestrian and bicyclist travel.
- Ensuring and expanding lighting at and seating at bus stops, particularly those heavily used by older adults, parents with young children or other Coordinated Plan target group members.
- Exploring route options and bus stop improvements in areas of demand but not now served by transit.

Chapter 6. Implementation Approach to Direction Offered by This Coordinated Plan Update

This concluding chapter presents an approach to addressing the mobility gaps identified on behalf of the multiple target groups of this Coordinated Plan 2025 Update. Given the early engagement of stakeholders, the general public survey respondents and community-based representatives attending the Prioritization Workshop, there is evidence of a growing awareness of this transportation planning effort and a willingness to participate from the community.

Figure 33, Prioritization Invitation Flyer

Developing Strategy Priorities

Inputs from several sources were used to prioritize the proposed strategies of response, as required by FTA Circular 9070.1H.

Input from the Countywide Prioritization Workshop

From July 3rd through July 11th, RCTC solicited feedback on the prioritization of goals and strategies. On July 9, 2025, RCTC hosted a virtual Prioritization Workshop, to share with stakeholders and interested parties the outreach and survey findings and to present the direction suggested to improve mobility for targeted groups. Posted on the Coordinated Plan website (www.rctc.org/coordinatedplan) were both English and Spanish language handouts describing the goals and strategies of the Plan. Recruitment to the workshop included contacts by telephone and email with individuals involved in Coordinated Plan update activities over the prior eight months.

Twenty-eight (28) individuals from across the County participated in the meeting and represented a mix of public and community-based organizations that themselves provided services to vulnerable populations of focus in this Coordinated Plan. During the virtual Prioritization Workshop, RCTC prompted an online poll, asking viewers to rank the strategies under each of the Goals established in this Plan. Poll results, showing high, medium and low rankings, are presented in the following figures in relation to each of the four goals, summarized to characterize each of the 17 strategies (Figure 34). Specifically, the following guidance to community input members includes:

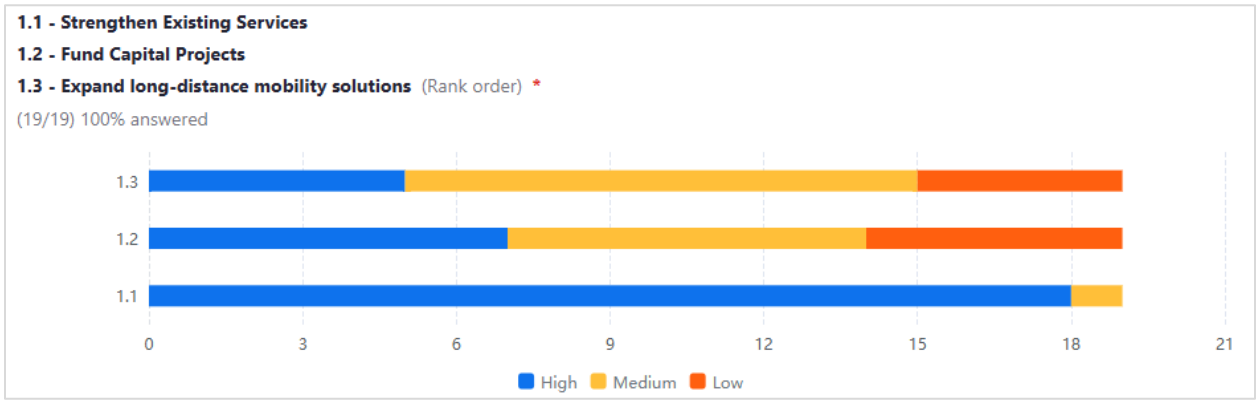
High = This project is urgent and critical to address the County's transportation community needs and safety issues – high priority.

Medium = This project is important, but not immediately urgent. Improves service but can be scheduled for a later phase – medium priority.

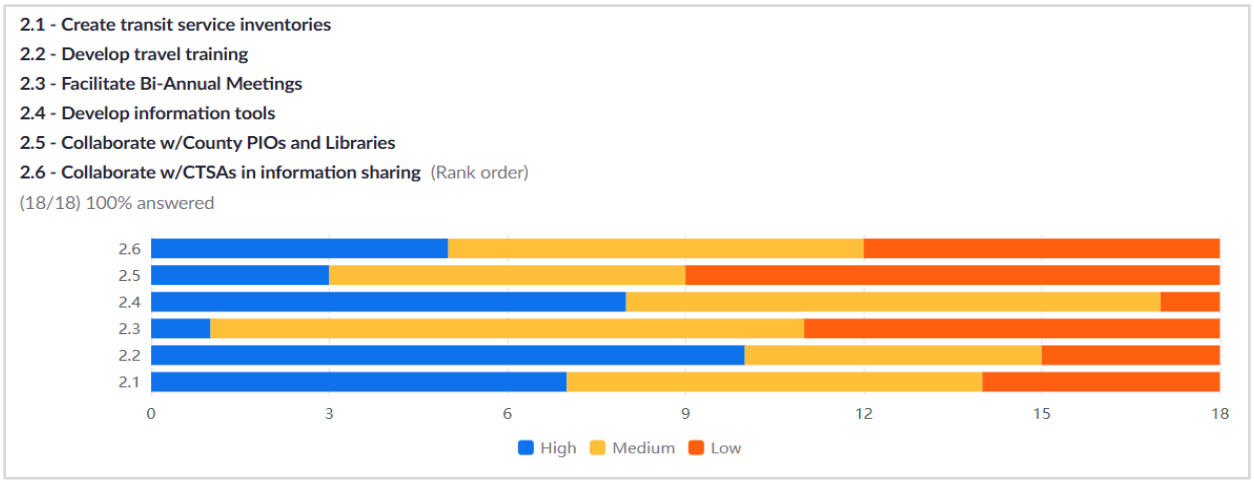
Low = This project is helpful but not essential. Can be deferred without major consequences – low priority.

Figure 34, Virtual July Workshop Strategy Prioritization – Four Goals

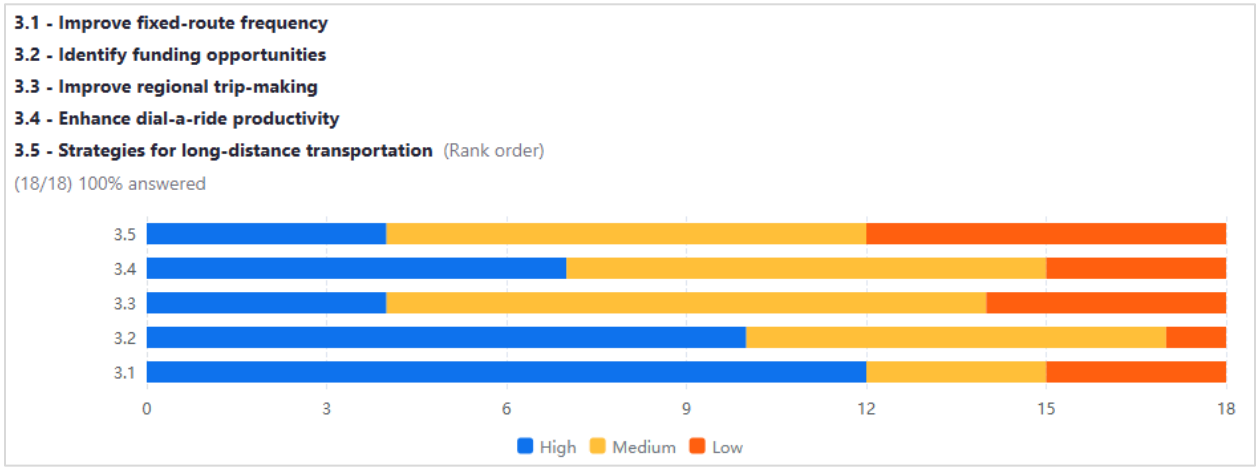
Goal 1 Build Capacity of Specialized and Alternative Transportation



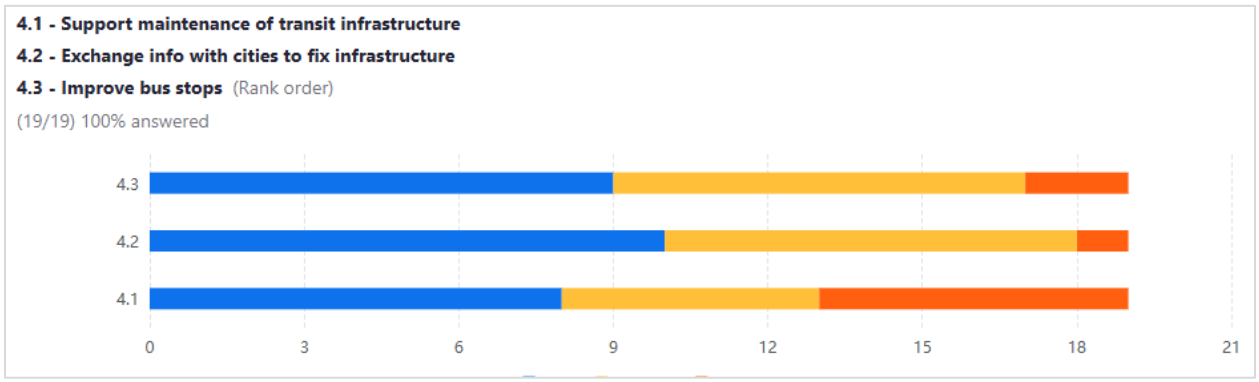
Goal 2 Improve the Promotion of Available Transit Resources



Goal 3 Enhance Transit Growth, Coverage and Connections



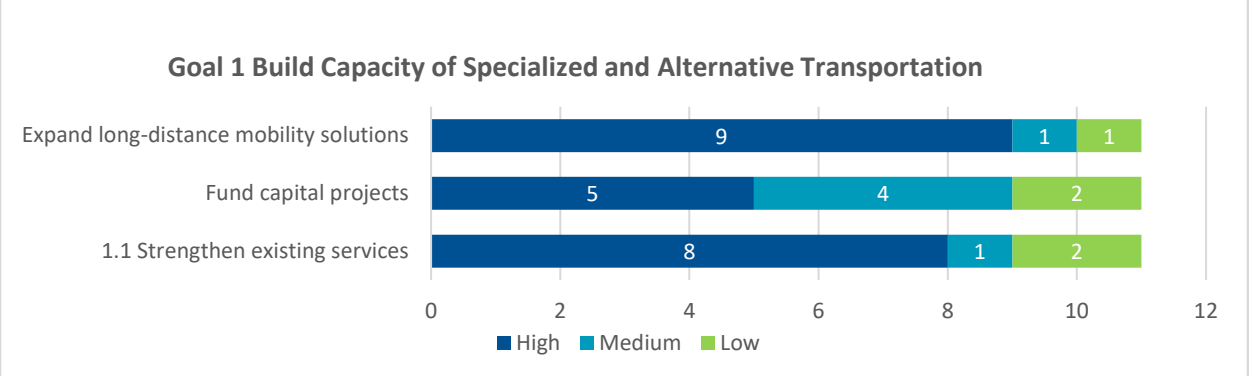
Goal 4 Improve Transit Infrastructure and Travel Access

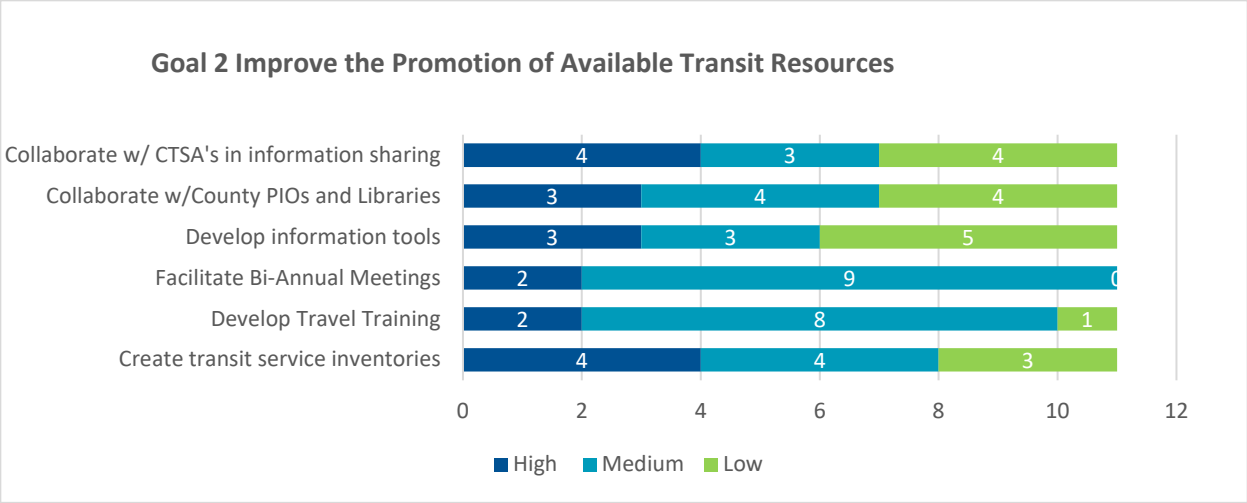


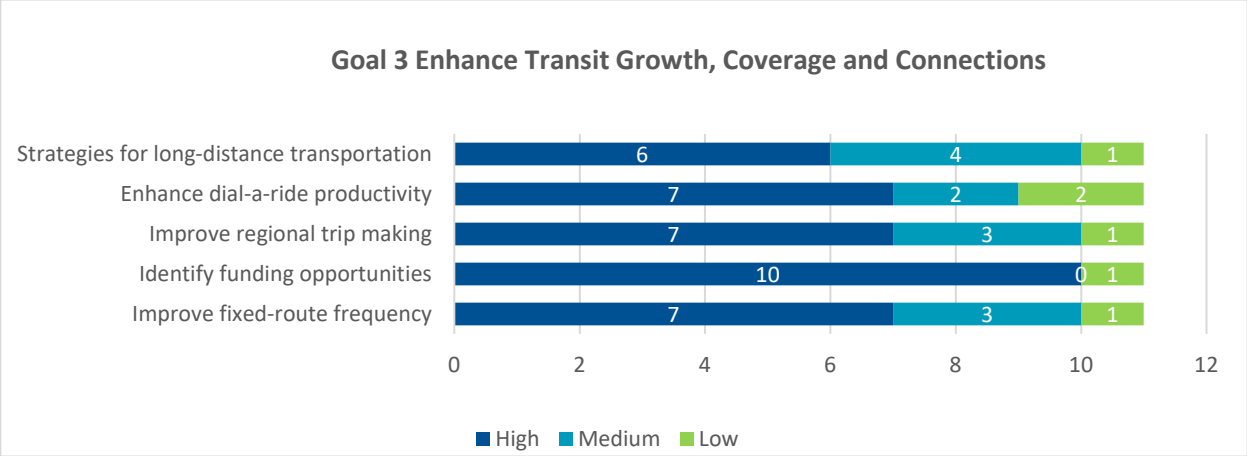
Input from Online Participation

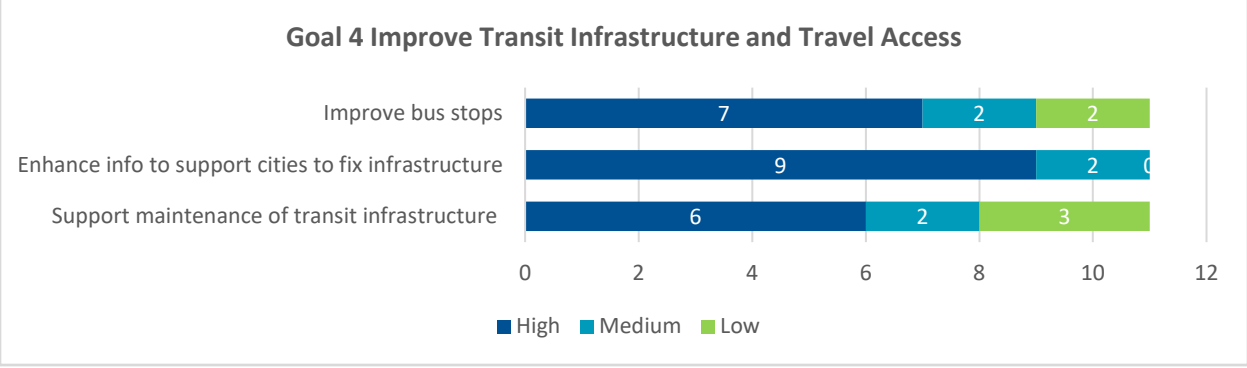
In addition to the virtual poll, those who could not attend the meeting were able to complete the ranking via a survey (Figure 35). This opportunity was identified and promoted via email to stakeholders involved in the Coordinated Plan process. Eleven (11) individuals responded to the online survey ranking.

Figure 35, Online Strategy Prioritization – Four Goals









Compiling Prioritization Results with RCTC Staff Input

A third set of rankings were prepared by RCTC staff and combined with those of the other two sources of input. Table 18 presents the weighted results of this prioritization process. This prioritization will be used to guide actions of RCTC, the transit providers in Riverside County and other interested parties that, it is hoped, include the human services community.

Table 18, Prioritized Ranking of Strategies, Compiled from Three Sources

Goal 1: Build Capacity of Specialized and Alternative Transportation		Ranking
1.1	Maintain and grow existing specialized transportation programs that fill gaps in the transit network, enhancing mobility for older adults, individuals with disabilities and low-income populations.	High
1.2	Fund capital projects for vehicles, technology and equipment that increase the number and volume of specialized and alternative modes of transportation.	High
1.3	Expand long-distance mobility solutions in underserved communities to improve access to medical, employment and education destinations.	Medium
Goal 2: Improve the Promotion of Available Transit Resources		**Ranking**
2.1	Support efforts to create and share comprehensive, up-to-date inventories of available transportation services with both stakeholders and the general public.	Medium
2.2	Expand travel training for agency audiences (train-the-trainers) and consumer audiences in how to access and use transit.	High
2.3	Facilitate biannual roundtable meetings between public transit and human service agencies to review and standardize transit service information for broad distribution.	Low
2.4	Develop countywide transit promotional tools (social media, print, bus and transit center displays) that are user-friendly, tailored to each operator, to educate on how to use available transit.	High
2.5	Collaborate with County Department Public Information Officers and the County library system to disseminate user-friendly transit info, including how-to-plan trips and how-to-use transit.	Low
2.6	Collaborate with CTSAs in delivering accessible, user-friendly transit information across multiple platforms, including social media, print and phone-based support for all modes of transit.	Medium
Goal 3: Enhance Transit Growth, Coverage and Connections		**Ranking**
3.1	Improve fixed-route service frequencies and span of services in high-demand corridors, focused on services reduced during COVID-19 that have not been reinstated.	High
3.2	Identify and pursue funding opportunities to support the expansion of transit service coverage and frequency, addressing both immediate needs and long-term growth.	High
3.3	Improve regional trip-making by improving transfers and meaningful connections through examining where long wait times exist for regional trips.	Medium

3.4	Enhance Dial-A-Ride services by improving on-time performance and reducing long travel times.	**Medium**
3.5	Develop strategies to meet long-distance nonemergency medical transportation needs of older adults and other coordinated plan target groups.	**Medium**
Goal 4: Improve Transit Infrastructure and Travel Access		**Ranking**
4.1	Support ongoing maintenance and repair of transit infrastructure to ensure safe, secure and access to transit services for all users.	**High**
4.2	Coordinate with local jurisdictions to exchange information on access to transit within 1/3 mile of transit stops, seeking to improve paths of access for pedestrians, individuals with mobility challenges and bicycle users alike.	**High**
4.3	Upgrade and enhance bus stops and related infrastructure, including seating, shelter and lighting, by regularly monitoring conditions and pursuing additional funding sources for improvements.	**High**

Funding Coordinated Plan Strategies

Various fund sources are available, or potentially available, to support these strategies. A review of these follows. Multiple organizations will be encouraged to pursue implementation of these strategies, including but not limited to RCTC itself, the public and nonprofit transportation providers serving the County and human service organizations, both public and community-based.

The creativity of these agencies in seeking funds, as well as communication among key stakeholders about the potential availability of new funds, will be critical to funding strategies. It should be noted, however, that some strategies do not necessarily require substantial or any funding. For example, Goal 2 focuses on information sharing, which involves transportation providers providing information more frequently to segments of the population that do not know what services exist.

Monitoring and promoting funding opportunities, as they become available, will be the continuing responsibility of RCTC in its oversight role and as the principal sponsor of this Coordinated Plan 2025 Update.

Coordinated Plan funding sources specifically called out:

The two primary fund sources for this Coordinated Plan are the federal FTA Section 5310 program and the local Western Riverside Measure A Specialized Transit Program. These programs both look to the Coordinated Plan for documentation of project needs and for identification of responsive strategies in order to determine project eligibility.

Formula grants to the public transportation providers:

Funding allocated by population, through the FTA, including Sections 5307, 5311 and 5339, may be used to support some Coordinated Plan projects where these align with agency spending plans, as well as California Transportation Development Act and State Transit Assistance funding from collected retail sales taxes.

Human services targeted fund sources:

This Coordinated Plan can support grant applications to municipalities for Community Development Block Grants or Area Board on Aging for Older Americans Act funding, among others.

Federal discretionary transportation fund sources:

This may include application to the FTA Section 5312 Public Transportation Innovation Program, as was successfully secured in a past cycle via the FTA's Rides to Wellness program for the Blythe Wellness Express, the Coordinating Council on Access and Mobility Initiatives (CCAM), and for small grants through the National Aging and Disability Transportation Center.

California discretionary transportation fund sources:

This Coordinated Plan can also support public transit applications for fund sources that are competitive through California Senate Bill 1; Low Carbon Transportation Operations Program (LCTOPP) or the Active Transportation Program (ATP); or for California Congestion Mitigation Air Quality Program (CMAQ) funding, among others.

Appendices

Appendix A: Regional Demographics Maps

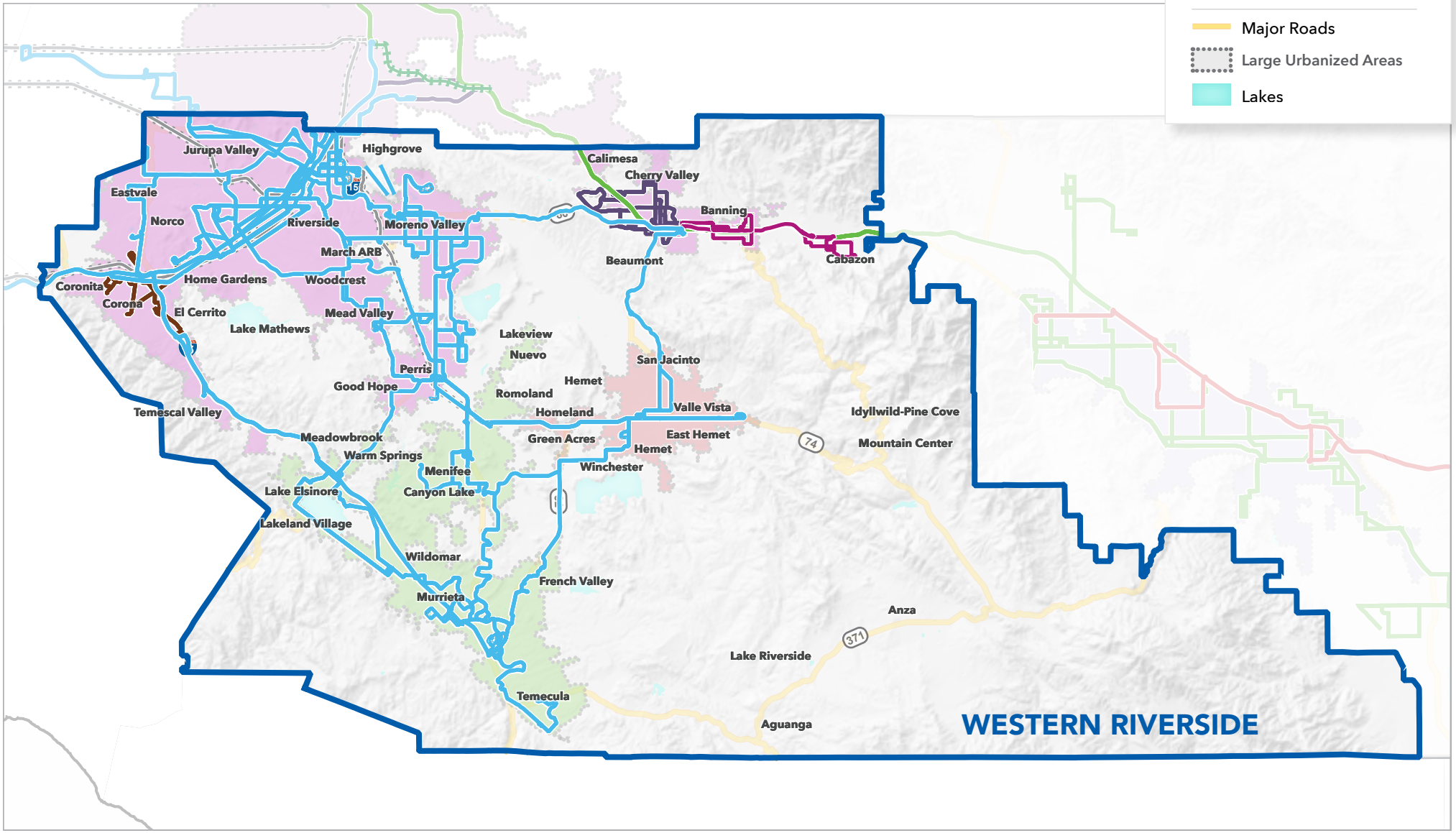
Appendix B: Transportation Services Inventory

Appendix C: Countywide Survey Open Ended Responses and Written Responses

Riverside County - Western Riverside Region

Large Urbanized Areas

Showing Public Fixed-Route Transit

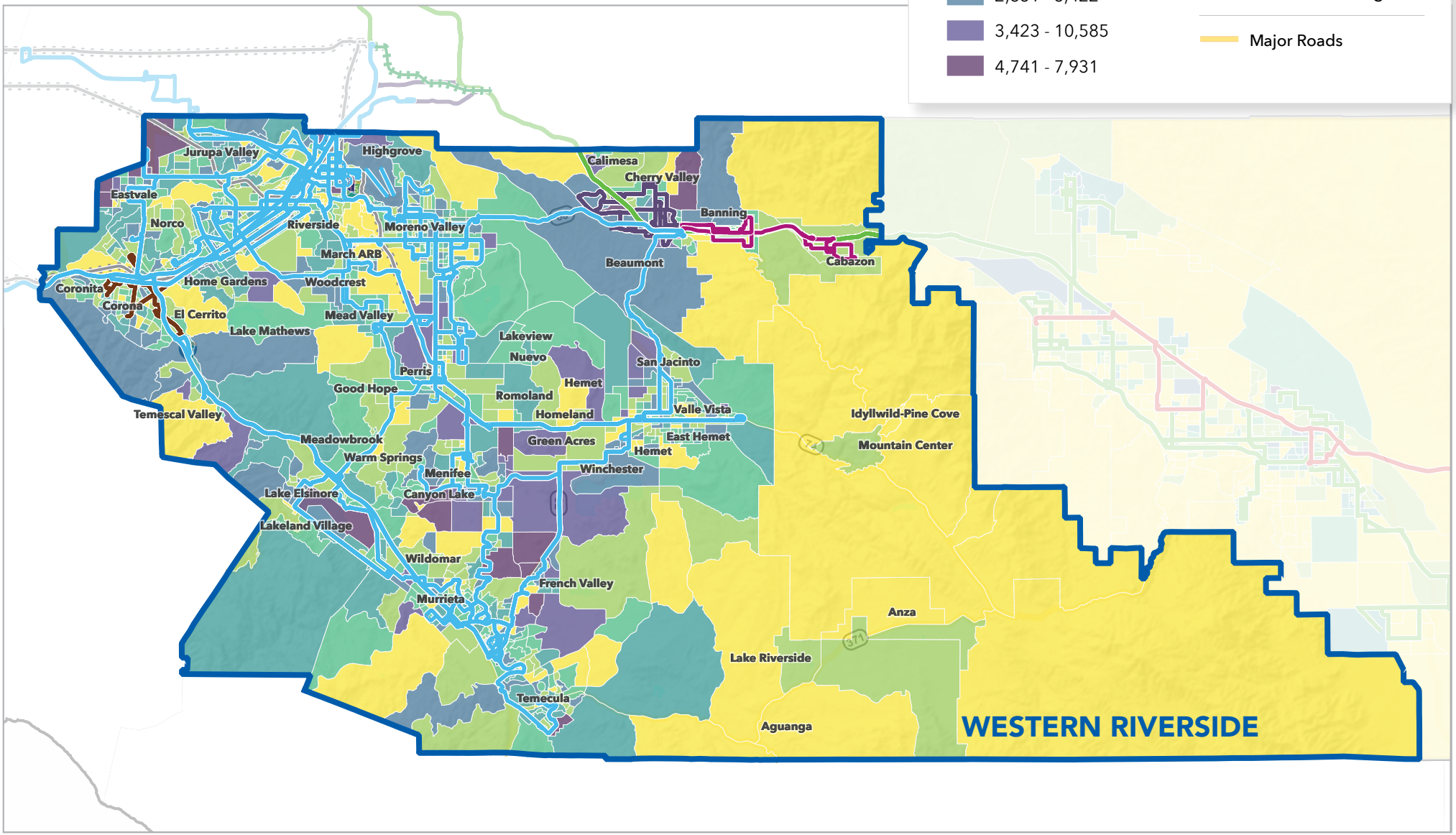


Data Sources - Transit routes:respective transit agencies. Geographic boundaries: TIGER/Line ShapeFiles 2022. Demographic: American Community Survey 2018-2022 5-Year Estimates. Note:Census Designated Place labels are approximate. Map created by Ronny Kraft Consulting.

Riverside County - Western Riverside Region

Total Population

By Census Block Group



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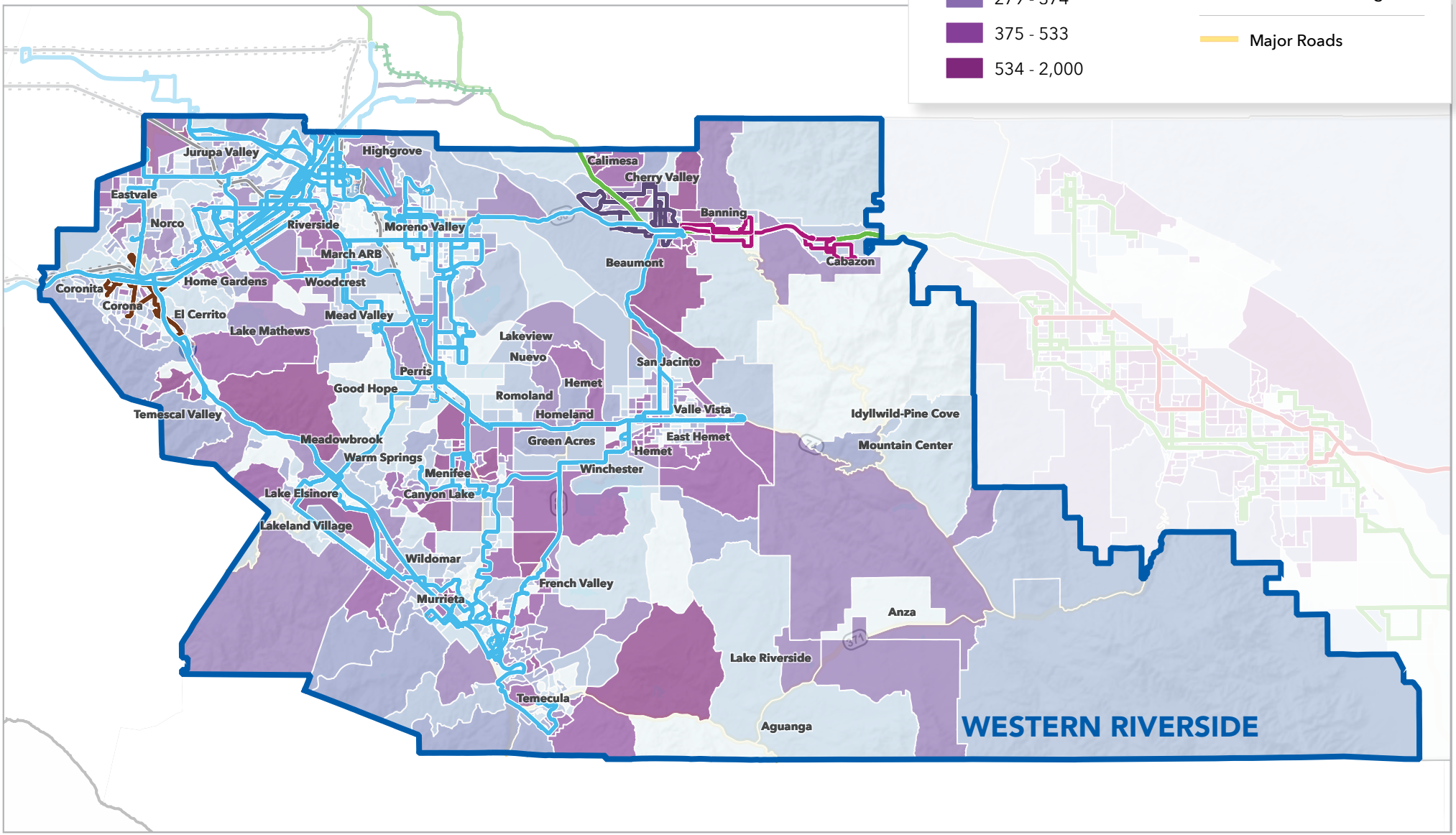
Riverside County - Western Riverside Region

Older Adults

Aged 65 and older by Census Block Group



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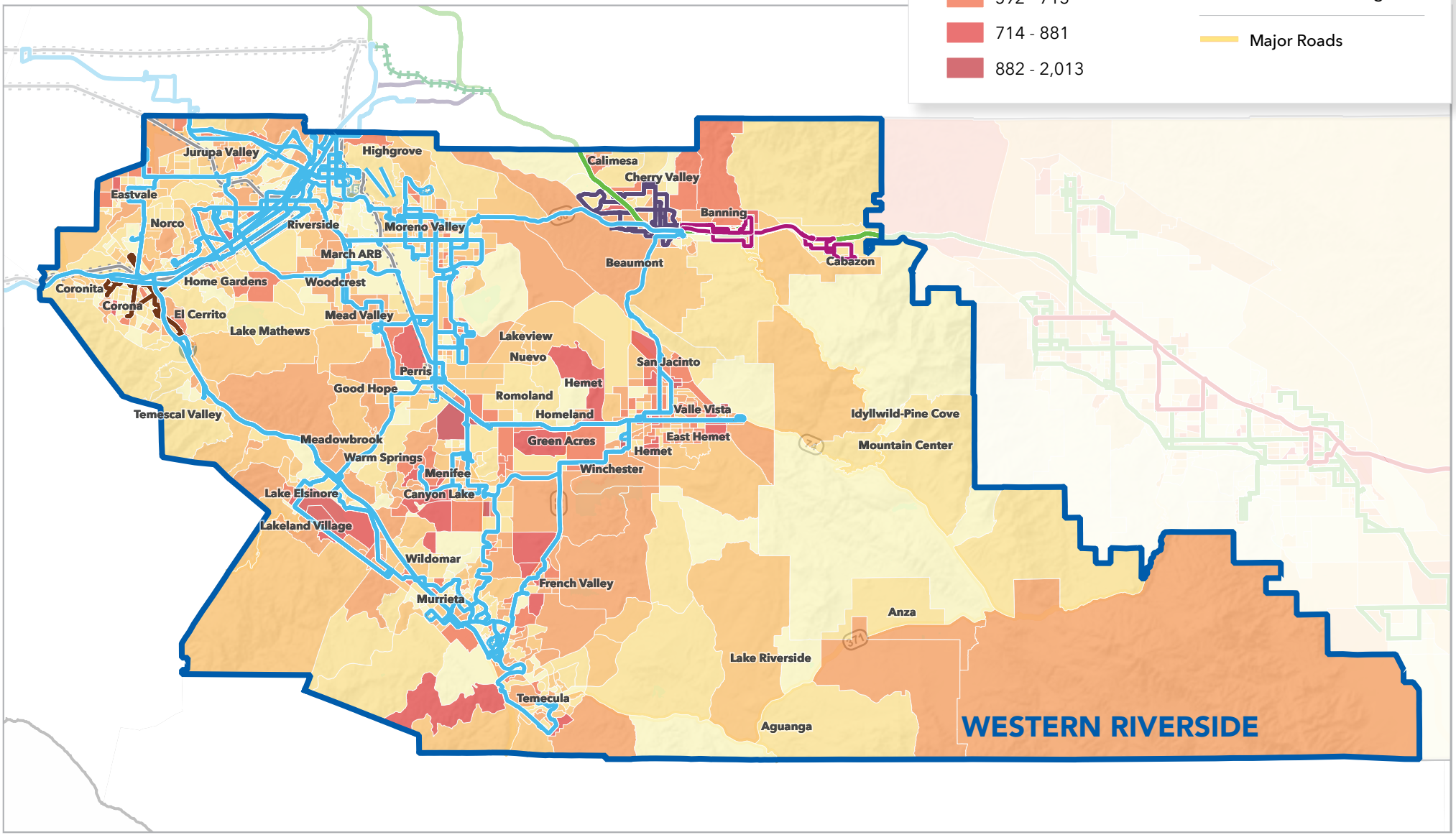
Riverside County - Western Riverside Region

People with Disabilities

by Census Tract



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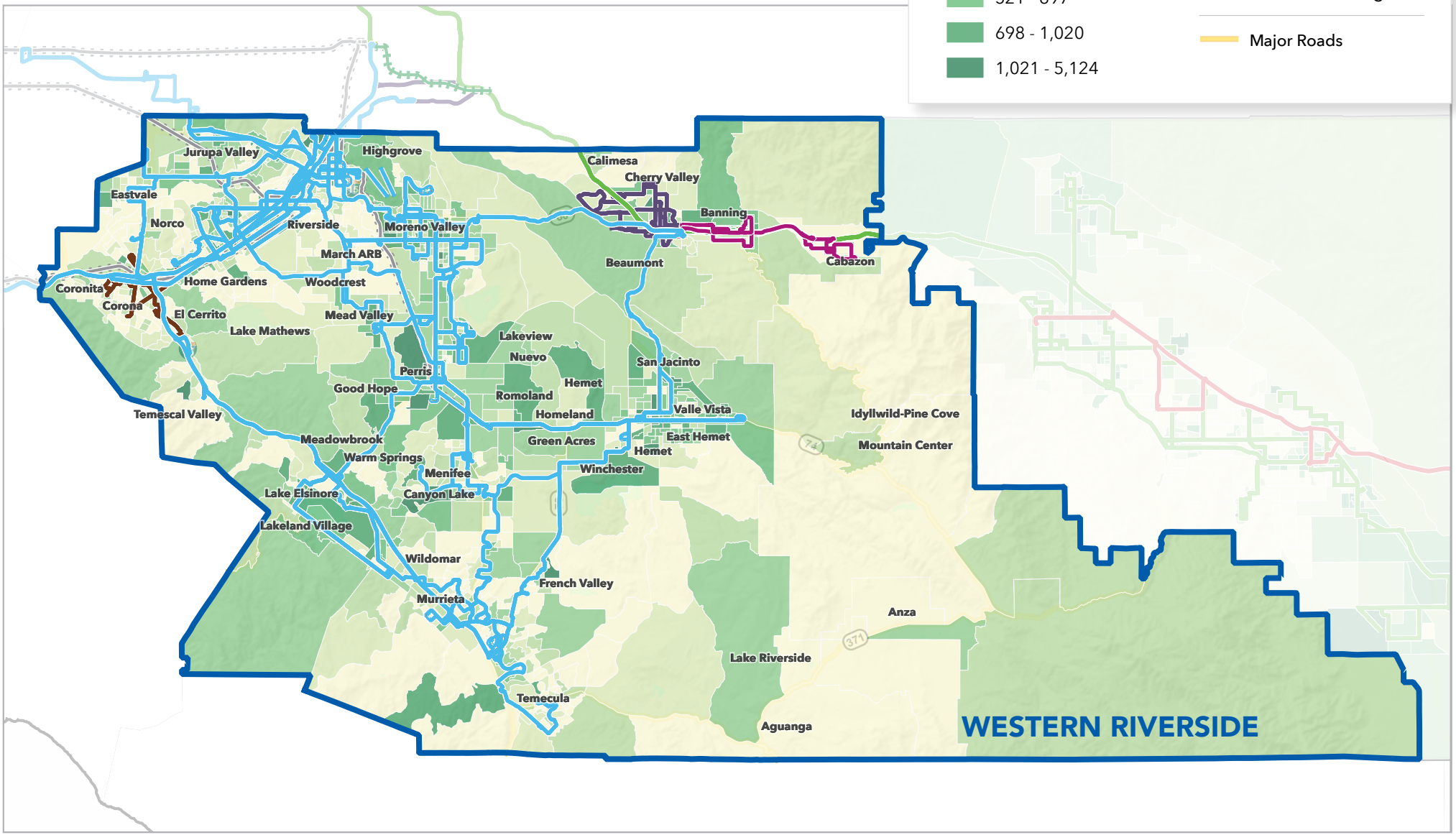
Riverside County - Western Riverside Region

People Living in Poverty

By Census Block Group

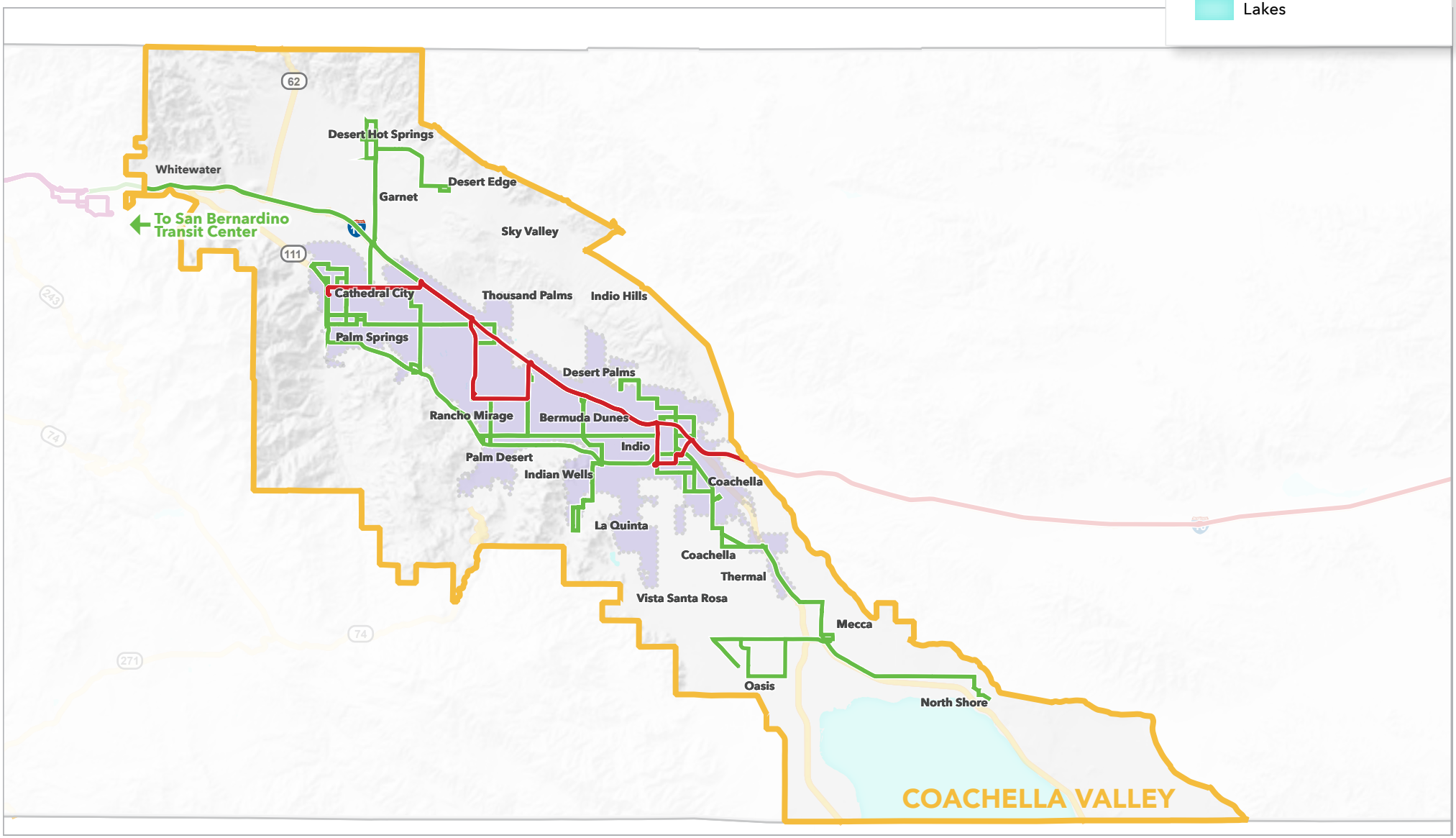


Data Sources - Transit routes:respective transit agencies. Geographic boundaries: TIGER/Line Shapefiles 2018. Demographic: American Community Survey 2018 5-Year Estimates. Note:Census Designated Place labels are approximate. Poverty status is defined as living at or below 150% of Federal Poverty Thresholds. Map created by Ronny Kraft Consulting.

Riverside County - Coachella Valley Region

Large Urbanized Areas

Showing Public Fixed-Route Transit



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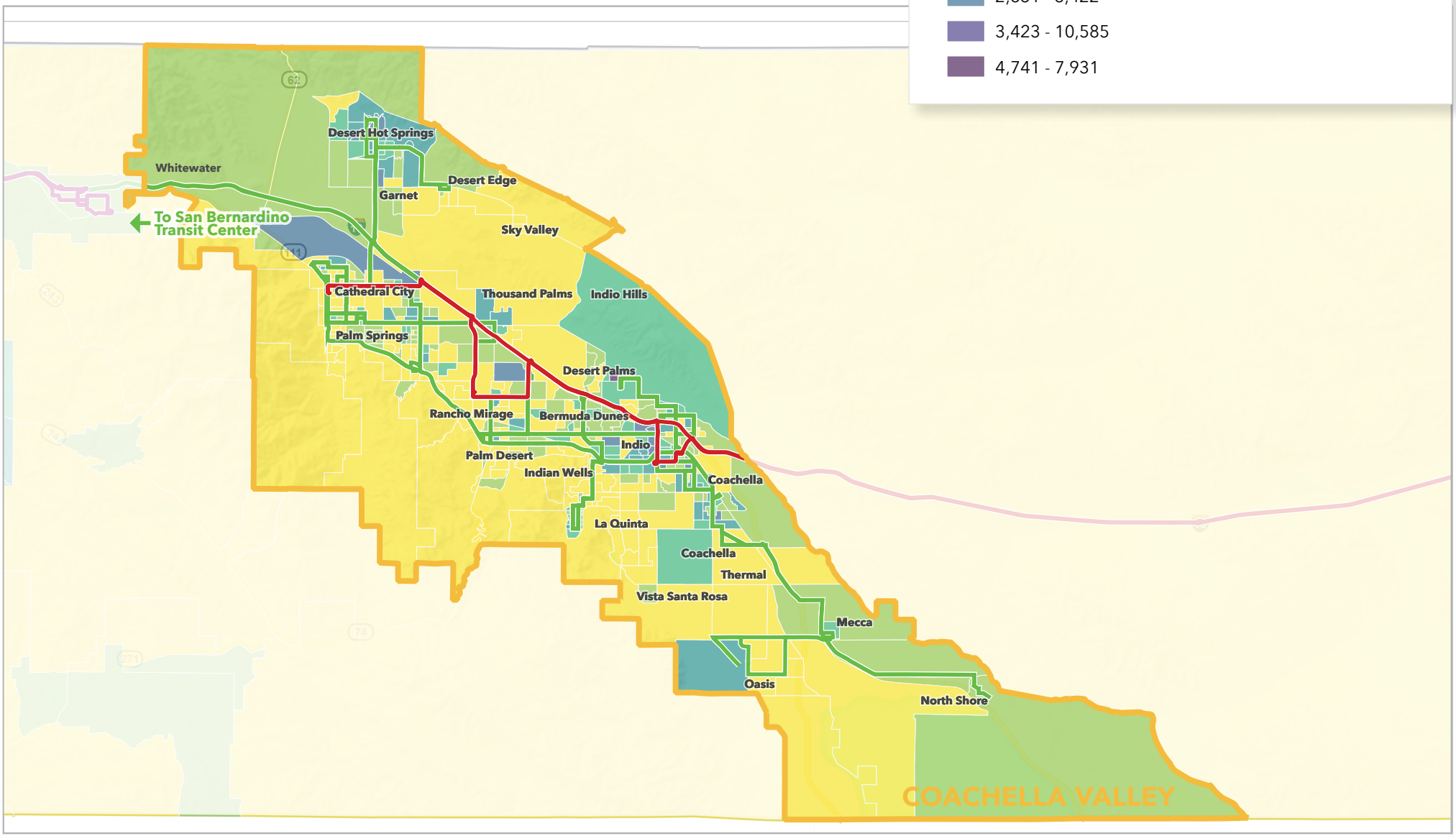
Data Sources - Transit routes:respective transit agencies. Geographic boundaries: TIGER/Line ShapeFiles 2022. Demographic: American Community Survey 2018-2022 5-Year Estimates. Note:Census Designated Place labels are approximate. Map created by Ronny Kraft Consulting.

Riverside County - Coachella Valley Region

Total Population

By Census Block Group



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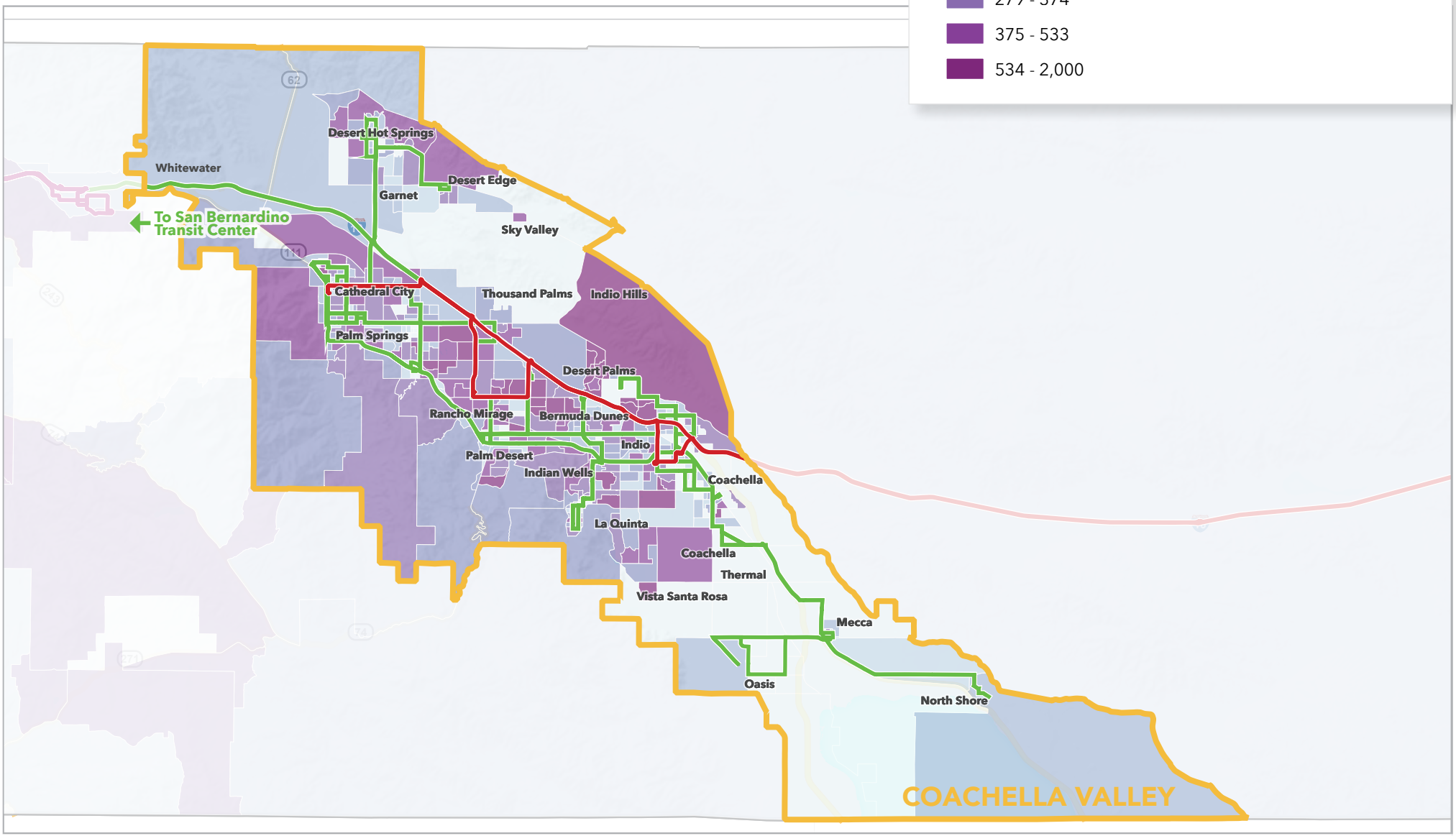
Riverside County - Coachella Valley Region

Older Adults

Aged 65 and older by Census Block Group



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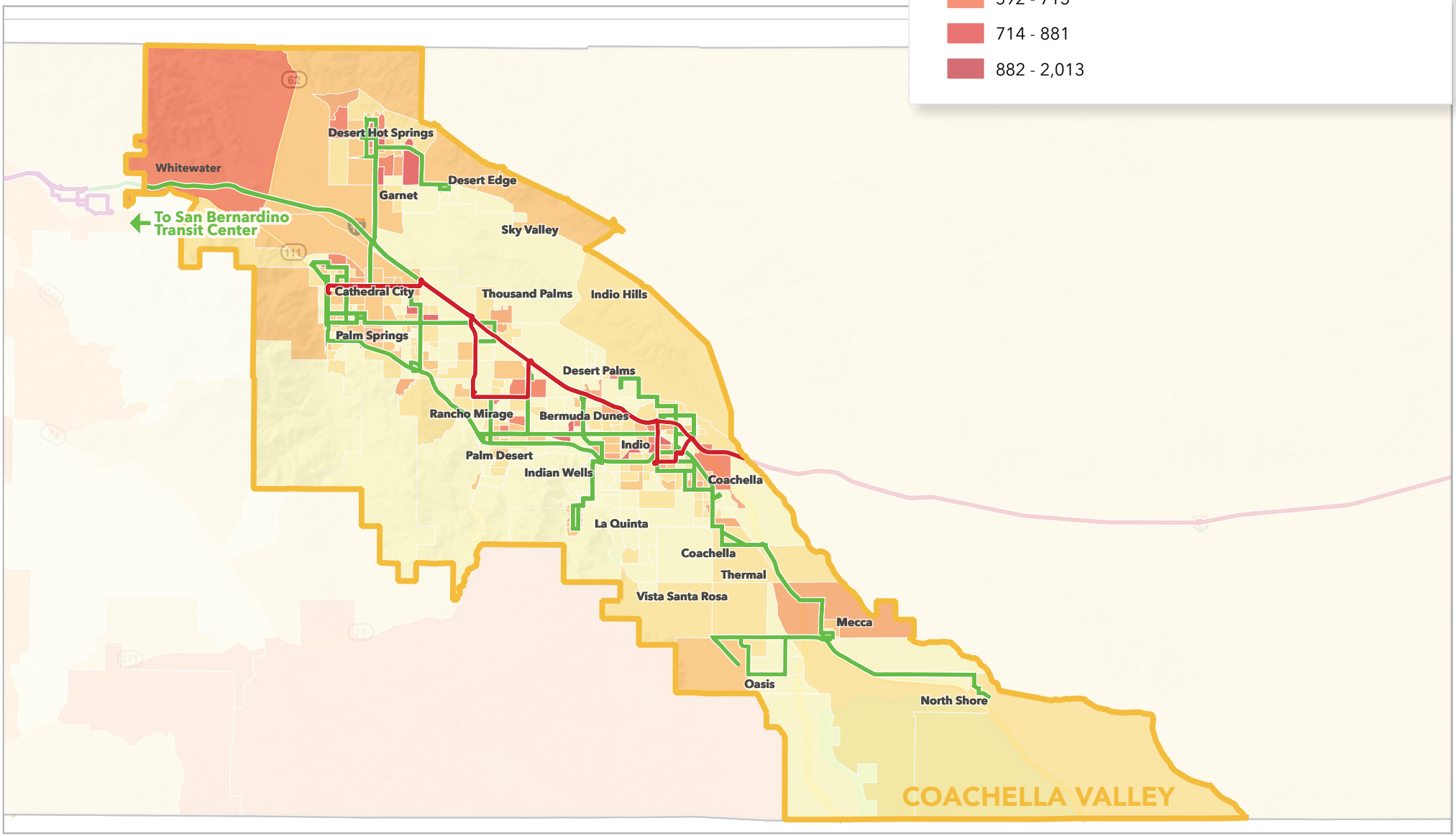
Riverside County - Coachella Valley Region

People with Disabilities

by Census Tract



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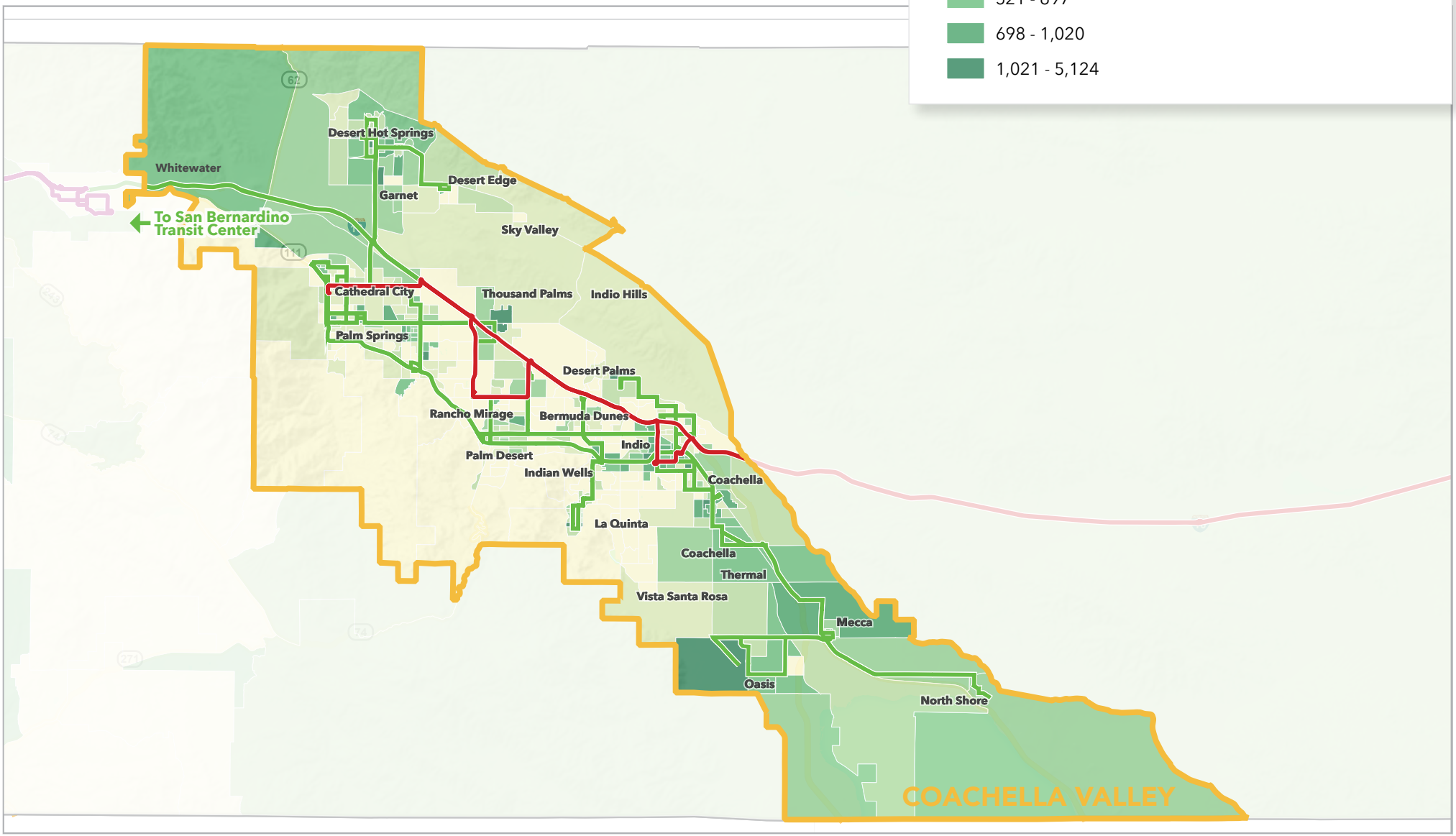
Riverside County - Coachella Valley Region

People Living in Poverty

By Census Block Group



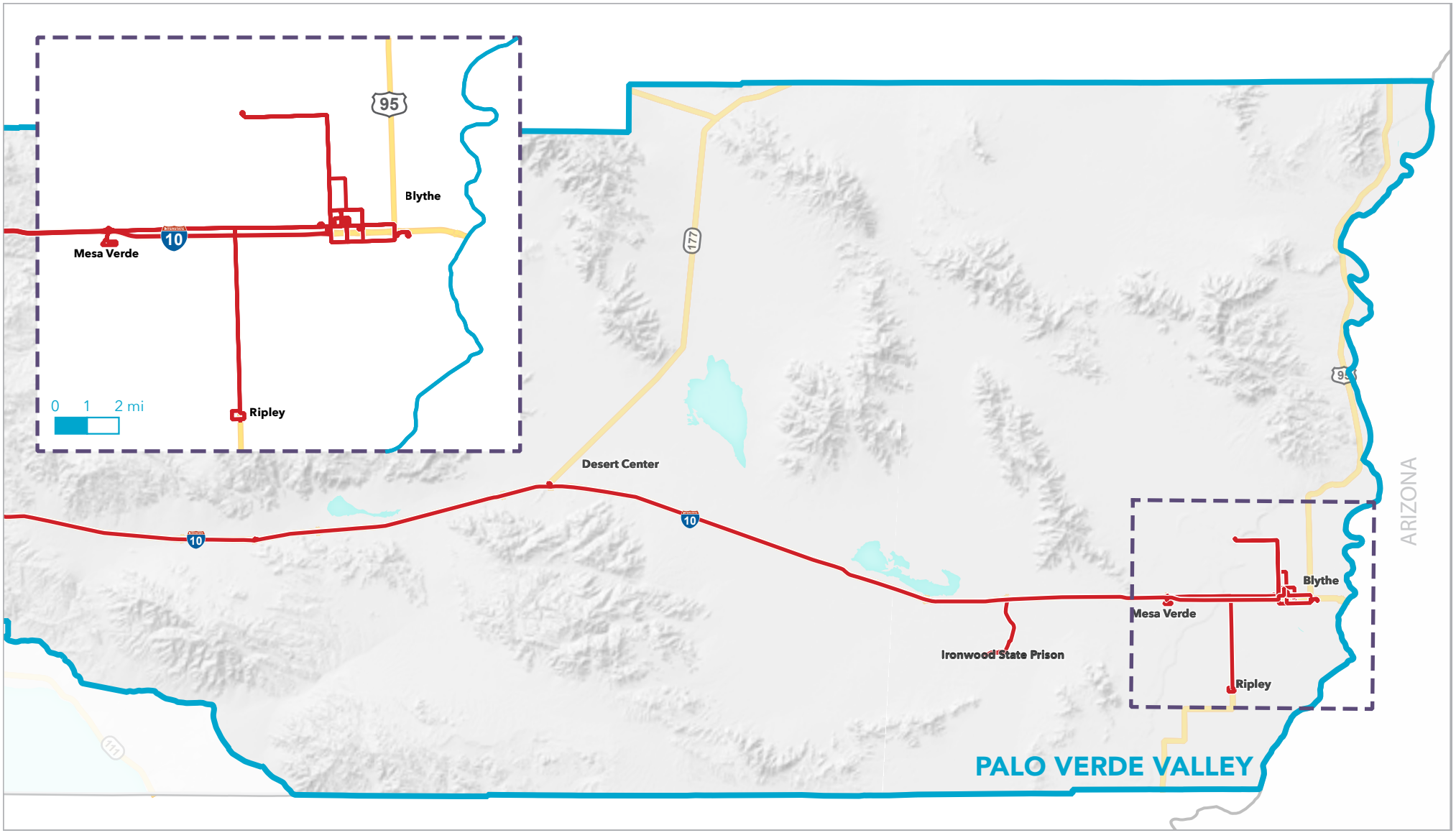
0 5 10 mi

Data Sources - Transit routes:respective transit agencies. Geographic boundaries: TIGER/Line Shapefiles 2018. Demographic: American Community Survey 2018 5-Year Estimates. Note:Census Designated Place labels are approximate. Poverty status is defined as living at or below 150% of Federal Poverty Thresholds. Map created by Ronny Kraft Consulting.

Riverside County - Palo Verde Valley Region

Base Map

Showing Public Fixed-Route Transit



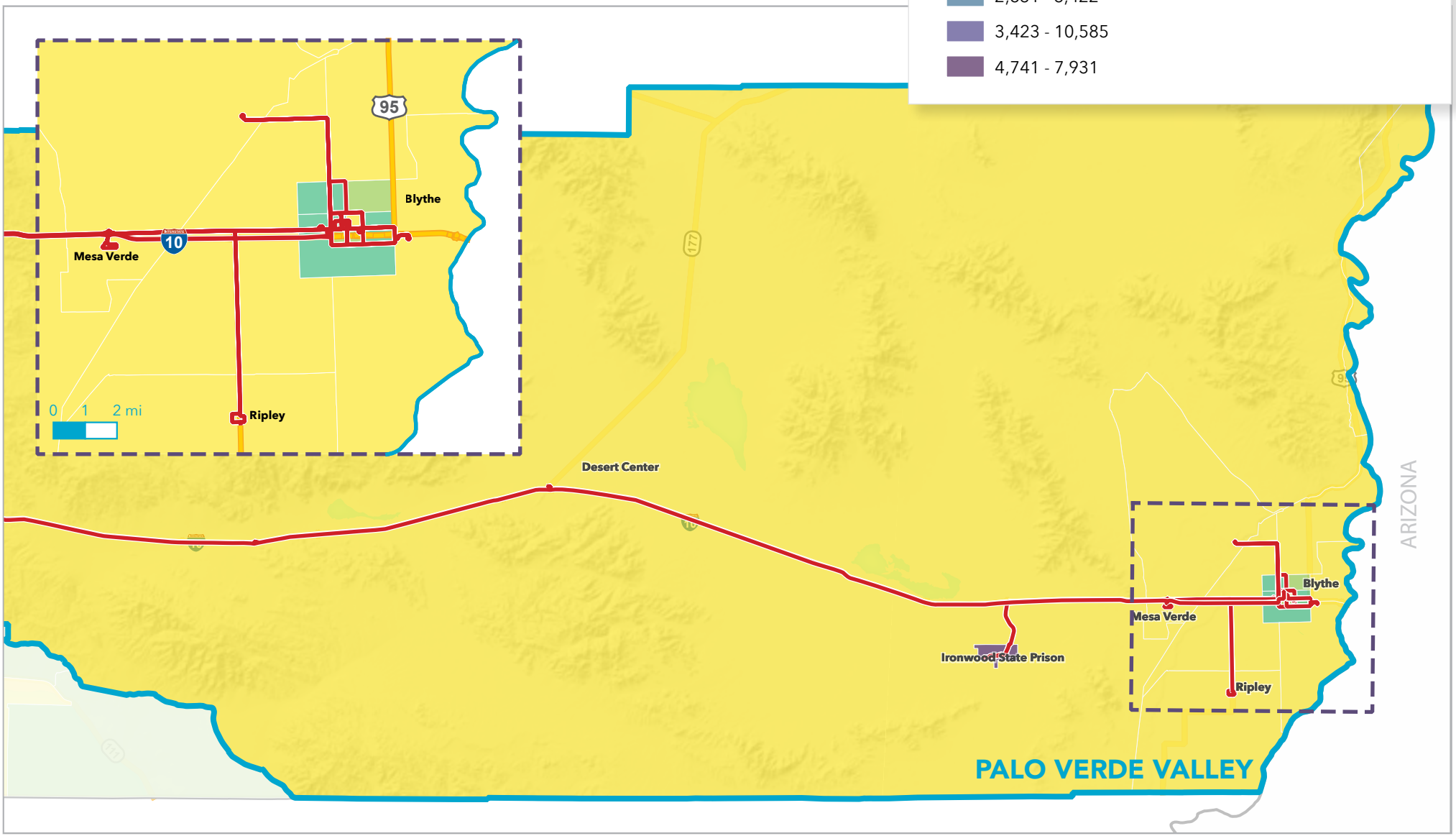
0 5 10 mi

Data Sources - Transit routes:respective transit agencies. Geographic boundaries: TIGER/Line ShapeFiles 2022. Demographic: American Community Survey 2018-2022 5-Year Estimates. Note:Census Designated Place labels are approximate. Map created by Ronny Kraft Consulting.

Riverside County - Palo Verde Valley Region

Total Population

By Census Block Group



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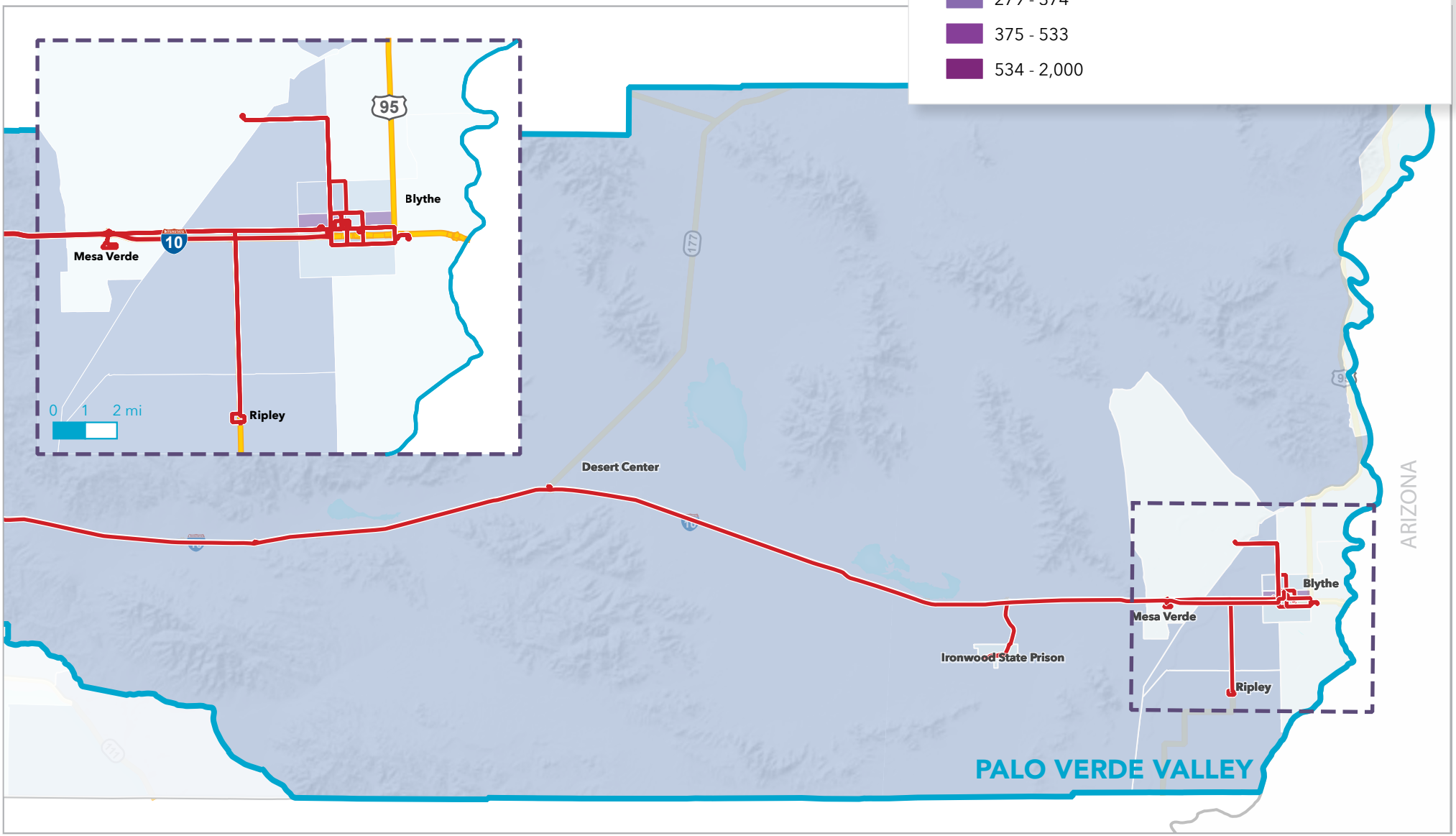
Riverside County - Palo Verde Valley Region

Older Adults

Aged 65 and older by Census Block Group



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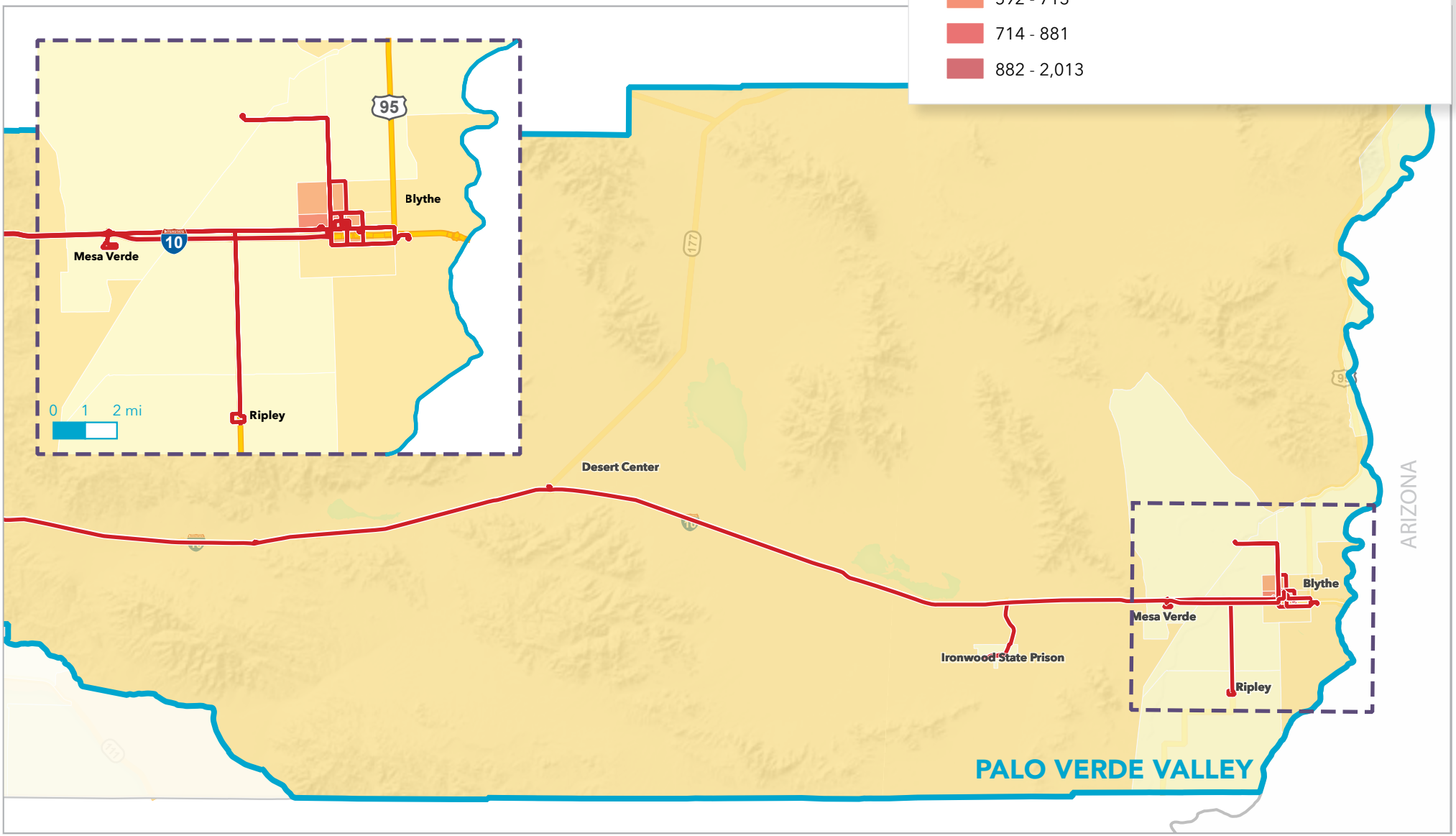
Riverside County - Palo Verde Valley Region

People with Disabilities

by Census Tract



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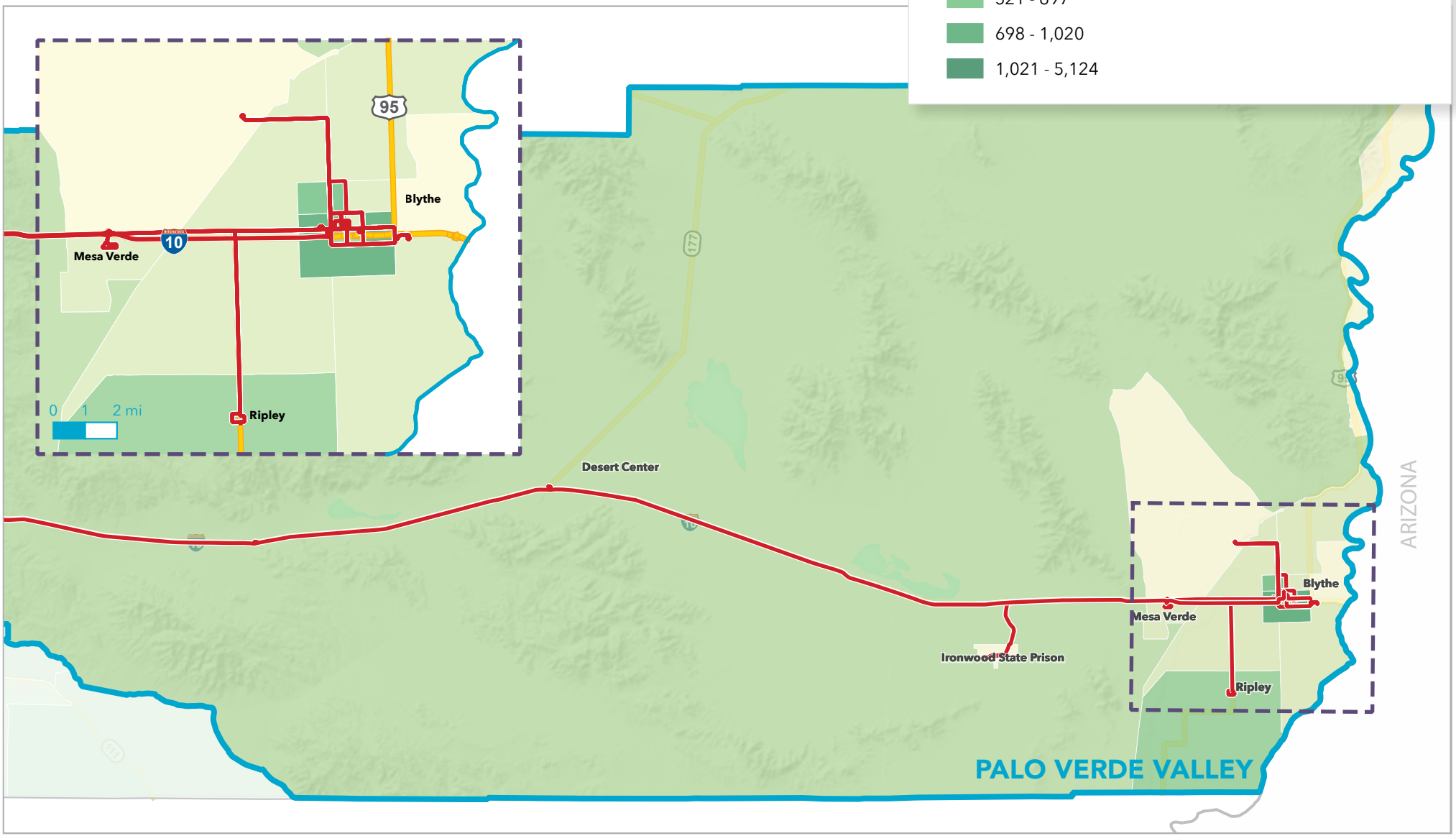
Riverside County - Palo Verde Valley Region

People Living in Poverty

By Census Block Group



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Appendix B: Specialized Transit Providers

Public Transit Agencies Specialized Programs

Agency	Areas Served	Contact	Who Qualifies and Requirements
WESETRN RIVERSIDE			
Riverside Transit Agency	Cities of Banning*, Beaumont*, Calimesa, Canyon Lake, Corona*, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Moreno Valley, Menifee, Murrieta, Norco, Perris, Riverside*, San Jacinto, Temecula, Wildomar, and the unincorporated areas of Riverside County Supervisorial Districts I, II, III and V **City provides service as well*	(800) 795-7887 www.riversidetransit.com	• Seniors 65+ for trips within the same city • ADA certified individuals with disabilities within the RTA service area • Must live within ¾ of a mile of existing local fixed route • 1 to 3 day advance reservation required • Dial-A-Ride Plus Lifeline Service available with expanded service (please call)
Riverside Connect	Within Riverside city limits	(951) 687-8080 www.riversideca.gov	• ADA certified individual (24-hour advance reservation required) • Seniors 60+ and individuals with disabilities (3 to 7 days advance reservation required) • Origin and destination within city limits

Agency	Areas Served	Contact	Who Qualifies and Requirements
WESETRN RIVERSIDE			
Corona Dial-A-Ride	Within Corona City limits & unincorporated areas of Home Gardens, Coronita, El Cerrito, and following satellite locations in Norco: Norco College, Dept. of Public & Social Services, Dept. of Motor Vehicles (DMV), Brunswick Classic Lanes and Target	(951) 734-7220 www.coronaca.gov/transit	• Seniors 60+ • Persons with disabilities • One day advance reservation required • Door-to-door assistance available for ADA certified passengers • Service provided within the service areas and the ¾ of a mile of existing local fixed route

Agency	Areas Served	Contact	Who Qualifies and Requirements
San Gorgonio pass			
Banning Connect Transit System	Within Banning City limits and small portions of Cabazon and Beaumont	(951) 922-3252 www.banningca.gov	• ADA certified individual (24-hour advance reservation required) • Seniors 60+ (3-day advance reservation required) • Must live within ¾ of a mile of existing local fixed route
Beaumont Transit	Within Beaumont City limits & small portions of Cherry Valley	(951) 769-8530 www.beaumontca.gov	• Seniors 65+ with ID • ADA certified individuals with disabilities within Beaumont Transit service area • Must live within ¾ of a mile of existing local fixed route • 24-hour advance reservation required

Agency	Areas Served	Contact	Who Qualifies and Requirements
COACHELLA VALLEY AND EAST COUNTY			
SunLine Transit Agency (SunDial)	Cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, Rancho Mirage and the unincorporated areas of the Coachella Valley including the communities of Bermuda Dunes, Desert Edge, Mecca, North Shore, Oasis, Thermal, and Thousand Palms	(760) 343-3456 www.sunline.org	• ADA certified individuals with disabilities • Service provided within ¾ of a mile of existing local fixed route • Reservations a day or up to 7 days in advance
Palo Verde Valley Transit Agency	Blythe, Ripley, Mesa Verde, service to and from the Coachella Valley	(760) 922-1140 www.ridepv.org	• Three programs: Route Deviations, TRIP Program, and Mobility Management (coordination service) • Seniors 60+ with ID • Individuals with disabilities • Low-income individuals • Must live within ¾ of a mile of existing local fixed route • Reservations required

Non-Profit / Specialized Transit Providers

Specialized Transit Service Provider	Areas Served	Days Operating	Where to Call	Who Qualifies
WESTERN RIVERSIDE				
Angel View, Inc.	Western Riverside County	M-F	(760) 329-6471	Children with disabilities who need reimbursement for miles driven to medical appointments.
Blindess Support Services, Inc.	Western Riverside County	M-F	(951)341-9244	Travel training for individuals who are 55+, disabled, or, have low or no vision or are legally blind. Additionally, individuals must possess basic intellectual capacity for instruction, self-care management and social adjustment skills, basic knowledge of orientation and mobility, and must reside in western Riverside County.
Boys & Girls Club of Menifee Valley	Menifee, Murrieta, Perris	M-F	(951) 246-8845	Before and after school transportation program for school aged youth from low income families.

Specialized Transit Service Provider	Areas Served	Days Operating	Where to Call	Who Qualifies
WESTERN RIVERSIDE				
Boys & Girls Club of Southwest County	Temecula, Murrieta, Lake Elsinore, Canyon Lake, Wildomar, Corona	M-F	(951) 699-1526	Before and after school transportation program for school aged youth from low income families.
Care A Van Transit Inc	Hemet/San Jacinto Valley, Sun City/Menifee area; unincorporated county areas of Winchester and Val Vista	M-F	(951) 791-3572	Seniors, disabled, low income individuals, and veterans.
Care Connexxus	City of Riverside and surrounding cities	M-F	(951) 509-2500	Clients of Adult Day Service Center of Riverside County.
City of Norco Parks, Recreation and Community Services Department	City of Norco residents transportation within a 30-mile radius outside the city limit	M-TH	(951) 270-5647	Norco residents: seniors, veterans, and persons with disabilities.

Specialized Transit Service Provider	Areas Served	Days Operating	Where to Call	Who Qualifies
WESTERN RIVERSIDE				
EXCEED	Hemet/San Jacinto Valley; unincorporated county areas of Winchester and Valle Vista	M-F	(951) 766-8659	Curb-to-curb services for adults with disabilities who are clients of EXCEED.
Forest Folk Inc	Communities of Idyllwild, Pine Cove, Fern Valley, and Mountain Center	M-F	(951) 426-9688	Seniors, persons with disabilities, and low-income. If seating is available, no one is turned away regardless of qualification.
Friends of Moreno Valley Senior Center, Inc	Trips originating in Moreno Valley to areas within a 20-mile radius	M-F	(833) 745-8454	Curb-to-curb service for residents of Moreno Valley who are 60+ years of age and/or independent disabled adults or disabled adults with an escort.

Specialized Transit Service Provider	Areas Served	Days Operating	Where to Call	Who Qualifies
WESTERN RIVERSIDE				
Independent Living Partnership	Western Riverside County, Coachella Valley and Palo Verde Valley	As Scheduled	(800) 510-2020	Special self-directed mileage reimbursement transportation service that reimburses volunteer drivers who transport seniors and persons with disabilities where no transit service exists or when individuals are too frail, ill, or for other reasons, unable to use public transit.
Michelle's Place Treatment Travel Assistance Program (TTAP)	Western Riverside County	M-F	(951) 699-5455	Clients of Michelle's Place with a cancer diagnosis who are unable to use conventional transportation services.
Operation Safehouse	Western Riverside County	24 Hours	(951) 369-4921	Homeless, at-risk youth ages 18-21.

Specialized Transit Service Provider	Areas Served	Days Operating	Where to Call	Who Qualifies
WESTERN RIVERSIDE				
Riverside University Health Medical Center (MC)	Western Riverside County	M-F	(951) 955-1647	Low income or elderly individuals with behavioral health issues.
Riverside University Health Systems – Behavioral Health (BH)	Western Riverside County	M-F	(951) 955-1530	Low income, seniors, persons with disabilities, and veterans.
US Vets	Riverside County	M-F	(951) 656-6892	Low-income and/or homeless Veterans residing onsite at March Air Reserve Base as well as offsite areas located in Riverside County.
Voices for Children	Western Riverside County	M-F	(951) 472-9301	Children placed in the juvenile dependency court system (foster children) in western Riverside County.

Specialized Transit Service Provider	Areas Served	Days Operating	Where to Call	Who Qualifies
COACHELLA VALLEY				
Angel View, Inc.	Coachella Valley	M-F	(760) 329-6471	Clients of Angel View's Day program for adults with developmental disabilities.
Desert ARC	Coachella Valley and Morongo Basin	M-F	(760) 346-1611	Individuals with disabilities traveling from home to their program site.
Desert Access and Mobility Inc.	Palm Springs, Cathedral City, Desert Hot Springs, Palm Desert, Rancho Mirage	M-F	(760) 422-5504	Persons with disabilities traveling to doctor, grocery, work, school, and leisure destinations.
Independent Living Partnership	Western Riverside County, Coachella Valley and Palo Verde Valley	As Scheduled	(800) 510-2020	Seniors and persons with disabilities to access medical services and other purposes, where no transit service exists or when individuals are too frail, ill, or for other reasons, unable to use public transit.

Specialized Transit Service Provider	Areas Served	Days Operating	Where to Call	Who Qualifies
Senior Shuttle, Inc.	Riverside, San Bernardino, Imperial, Los Angeles, and San Diego Counties	M-F	(760) 837-2012	Older adults for appointments to doctors, hospitals, clinics, pharmacy, and medical labs.

Appendix C: Countywide E-Survey Open-Ended Responses and Written Comments

Question to General Public: Are there any additional comments you would like to provide?[1]

The need for more frequency service and service to return to pre-pandemic levels – 28 comments

Metrolink

- More Metrolink Riverside lines on the weekends
- Metrolink to Corona from Los Angeles has few options in the afternoon so people feel they would get stranded
- More Beaumont connections on Metrolink
- More trains coming back to Riverside County in the early to midafternoon
- More frequency along 91 Perry Line

RTA

- Bring back pre-COVID service to Moreno Valley locations
- RTA to have regular service to hospitals like Kaiser in Moreno Valley locations
- More frequent and larger buses going to RCC and downtown Riverside (currently overcrowded)
- Build proper BRT and LRT on high-use routes and not "BRT lite"
- RTA to work with schools on increasing frequency during finals
- Bring back RTA service from Murrieta to Oceanside or Escondido
- More service to connect people to RCC or UCR
- More frequent service for Rte. #31
- Increase frequency to/from Woodcrest
- Reinstate #217 RTA transit from Escondido to Murrieta
- Investigate what buses could be "express buses" to speed up travel

Menifee

- More frequent bus service in Menifee
- More bus stops in Menifee, stops are too far apart

General

- More frequent service to Temecula, Palm Desert or Hemet
- More frequent bus service that mimics bigger "city frequency" like Long Beach and Los Angeles
- More frequent service to the VA in Loma Linda
- Bring public transit to the Temescal Valley
- Would like to see buses start earlier (pre-pandemic schedules)

[1] Comments not relevant to the topic were not included in this Appendix. Comments that are repeated are condensed into the above themes

Infrastructure Needs – 42 comments

Access to Bus Stops

- Build bike lanes near transit corridors
- Build accessible sidewalks to bus stops
    - Moreno Valley is mentioned often
- Build benches and shelters at stops to stay safe from the elements (i.e., heat)
- Build more lighting along transit corridors
- Invest in Transit Oriented Development
- Build restrooms at popular stops for aging populations

Build Transit Where It Does Not Exist

- Bring public transit to Temescal Valley, Temescal Canyon

Expansion of Transit – 57 comments

- Extend Metrolink rail service to Coachella Valley
- Extend Metrolink rail service to Hemet
- Extend Metrolink from South Perris into Hemet and from Redlands out to Indio
- Build a light rail service from Riverside County to Los Angeles County with stops in Fullerton
- Build a connection between RTA downtown Perris Metrolink Station and Escondido Transit Center
- More options to travel to Yucca Valley and Twentynine Palms
- Train service from Coachella to San Diego
- Add Commuter Link Bus Service from Beaumont to Coachella Valley
- Add fixed transit service to Idyllwild
- Service from French Valley to Temecula and Sun City
- Bring Dial-A-Ride service to Tuscany Hills
- Build service between Temecula to San Diego
- Services from Hemet to Kaiser medical places
- Bring service to the eastern Calimesa
- Bring service to Coachella Valley, like in Desert Hot Springs, Indio, Palm Desert and La Quinta, where the SunLine doesn't stop

Information Concerns and Constraints – 15 Comments

- Provide ride-sharing information at train stations
- Where do "I" go when I have questions about transit? Where do "I" get information when I get older, and I can no longer drive?
- Transit information can be complicated and not understood
- Paper guides are still useful
- Would like simple information to read
- Would like it to be easy to order tickets
- "Transit is confusing"
- Need to understand quickly when routes are changed or discontinued

Planning and Policy - 62 Comments

- Dial-A-Ride buses can be uncomfortable to ride, hard surfaces, plastic seats, noisy
- Need to remove "cash only" services
- Would like to see Dial-A-Ride go on dirt roads
- Would like the ability to do same-day reservations
- Feasibility analysis for public transit between Riverside County and San Diego County
- Have local officials ride public transit to see how it works
- Develop a committee to see where there is no transportation
- Would like Dial-A-Ride to be for more than just medical rides, seniors and those with disabilities to go out for social reasons
- How to remove the unhoused from blocking transit stations, stops, etc.
- Would like to see development of warehouses in Temecula stopped
- More room on buses for walkers, grocery bags, etc.
- Public Transit is "scary" when buses are filled with intoxicated people
- Examine speed limits along transit stops
- Create senior classes for older adults to understand how to use transit
- Bus drivers need to be more knowledgeable in transit because that is the only person riders interact with

Question to Agency Representatives: Are there any additional comments you would like to provide?[2]

8 Comments

Angel View – We have two distinct passenger demographics use utilize Angel View. AV provides escorted transportation in specially equipped paratransit vehicles 24/hr/day to clients with profound disabilities who live in our home and attend our Day Program. The second group is comprised of low-income families through Riverside County who are raising children with disabilities. We provide mileage reimbursement for their medical travel. None of the residential/Day Program clients can use public transportation. Clients of our Children's Outreach Program typically use personal vehicles because of the complexities of transporting children with disabilities to appointments in various locations that are outside of the public transit routes. It is also unsafe for our clients to wait in the heat for transit buses. Mileage reimbursement is a better way to help them.

San Jacinto Unified School District – I hope to establish a collaboration with RTA and SJUSD!

Grid Alternatives – Start a better campaign with schools and public transportation. All schools are jammed with cars! Tons of CO^2, driving hazards, miles of lines of parents with single child pick-up/drop-off. There should be a deeper partnership with schools and public transportation not only in providing buses but education. The public bus has a stigma that it is for poor people now. Kids don't want to take even a school bus due to negative stigma — as a parent it is CRAZY how bad kids do NOT want to ride a bus. That must change so as they grow into young adults taking the bus will be more accepted and normalized.

JFS – JFS of the Desert would be interested in exploring a potential funding partnership for the expansion of the volunteer-driven senior medical appointment transportation program that is offered.

JFS – Provide transportation through the agency volunteer-based senior medical appointment transportation program

RCOE – Hoping you bring back Travel Training. This would benefit our students.

RCOE – Please resume the mobility training for individuals with disabilities.

RCOE - We think the Freedom To Go program was AWESOME.

[2] Comments not relevant to the topic were not included in this Appendix, Comments that are repeated are condensed into the above themes

The draft Coordinated Plan was made available to the public form comment in September 2025. The comments received were addressed in the Plan and are detailed below.

- Rideshare programs should provide more information on program characteristics, eligibility, service area and use cases for public transportation availability.
- There is a need for commute services for students and workers between Temecula/Murietta and the University of California Riverside and downtown Riverside, particularly through Metrolink which terminates in Perris.
- The Coordinated Plan should also include a focus on choice riders who may prefer to use transit services and not just as a last resort.
- A gap exists for persons with disabilities that ride transit and have caregivers that are required to pay a fare.

AGENDA ITEM 6J

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 12, 2025
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Paul Mim Mack, Senior Management Analyst, Right of Way Hector Casillas, Right of Way Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Agreements for On-Call Right of Way Support Services

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Award the following agreements to provide on-call right of way support services for a three-year term in an amount not to exceed an aggregate value of $3,300,000;
   a) Agreement No. 25-31-092-00 with Bender Rosenthal, Inc.;
   b) Agreement No. 25-31-145-00 with Epic Land Solutions, Inc.;
   c) Agreement No. 25-31-146-00 with Monument ROW;
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements, on behalf of the Commission; and
3) Authorize the Executive Director, or designee, to execute task orders awarded to the contractors under the terms of the agreements.

BACKGROUND INFORMATION:

Right of way services are necessary to support the Right of Way department's Commission projects, future Measure A highway and rail projects, as well as projects for the Western Riverside County Regional Conservation Authority (RCA), for which the Commission is the managing agency as of January 1, 2021.

The services include project management, RCA property owner outreach, appraisal coordination, title escrow services, acquisition, residential/business relocation, utility relocation coordination, eminent domain coordination, property management, right of way certification, construction support, and project closeout. To meet project schedules, control costs, and assure compliance with federal and state regulations and requirements related to right of way acquisition, staff recommends awarding contracts for on-call right of way support services on an as-needed task order basis.

Over the years, this type of on-call support services contract has proven to be a critical resource for both RCTC and RCA, enabling timely and cost-effective delivery of right of way, appraisal, acquisition, and property management services across a wide range of projects.

For the Commission, this type of contract has supported numerous transportation projects including:

- Acquisition services and project close-out for the I-15 Railroad Canyon Project
- Sale of surplus land
- Utility coordination services
- Cost estimates and acquisition support services for the SR 79 Realignment Project
- Ownership research for the 91 ECOP
- Facilitation and support for sound wall construction on the 71/91 Project
- Close-out of the 91 HOV Project
- Right of way acquisitions and utility relocation services for Mid County Parkway (MCP) Segment 3

For RCA, this type of contract has also played a key role in advancing habitat conservation and land acquisition goals, including:

- Outreach to various Section 6 willing sellers
- Acquisition of Riversidean Alluvial Fan Sage Scrub and riparian scrub habitat
- Property management for the B Canyon Project
- Outreach to willing sellers within the Lake Elsinore Back Basin

Procurement Process

Staff determined the weighted factor method of source selection to be the most appropriate for this procurement, as it allows the Commission to identify the most advantageous proposal with price and other factors considered. Non-price factors include elements such as qualifications of firm and personnel and understanding and approach for on-call right of way support services services as set forth under the terms of Request for Proposals (RFP) No. 25-31-092-00.

RFP No. 25-31-092-00 for On-Call Right of Way Support Services was released by staff on July 2, 2025. The RFP was posted on the PlanetBids website, which is accessible through the Commission's website. Utilizing PlanetBids, emails were sent to 1,088 firms, 155 of which are located in Riverside County. Through the PlanetBids site, 12 firms downloaded the RFP. Staff responded to all questions submitted by potential proposers prior to the July 15, 2025, clarification deadline. Four consultants – Bender Rosenthal, Inc. (Fresno, CA); Epic Land Solutions, Inc (Riverside, CA); HDR Engineering, Inc (Riverside, CA); and Monument ROW (Irvine, CA) - submitted responsive proposals prior to the 2:00 p.m. submittal deadline on August 6, 2025. Utilizing the evaluation criteria set forth in the RFP, all firms were evaluated and scored by an evaluation committee comprised of Commission staff.

Based on the evaluation committee's assessment of the written proposals and pursuant to the terms of the RFP, the evaluation committee determined Bender Rosenthal, Inc., Epic Land Solutions, Inc. and Monument ROW to be the most qualified firms to provide on-call right of way

support services. The evaluation committee recommends contract awards to Bender Rosenthal, Inc; Epic Land Solutions; and Monument ROW for a three-year term for a not to exceed amount of $3,300,000, as these firms earned the highest total evaluation scores.

The multiple awards, on-call, indefinite delivery/indefinite quantity task order type contracts do not guarantee work to any of the awardees; therefore, no funds are guaranteed to any consultant. Pre-qualified consultants will be selected for specific tasks based on information contained in their proposals and/or competitive fee proposals for the specific tasks. Services will be provided through the Commission's issuance of contract task orders to the consultants on an as-needed basis. The Commission's standard form professional services agreement will be entered into with the consultants subject to any changes approved by the Executive Director, and pursuant to legal counsel review. Staff oversight of the contract will maximize the effectiveness of the consultants and minimize costs to the Commission.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26+	Amount:	$3,300,000
Source of Funds:	Transportation Uniform Mitigation Fees, SB125, Measure A, Local Agency Fund, RCA			Budget Adjustment:	No
GL/Project Accounting No.:	XXXXXX 81403 00014 0000 210 72 81402 XXXXXX 81403 00014 0000 243 62 81402 XXXXXX 81403 00014 0000 261 31 81402 XXXXXX 81403 00014 0000 262 31 81402 XXXXXX 81403 00014 0000 265 33 81402 XXXXXX 81403 00014 0000 720 67 81402 XXXXXX 81403 00000 0000 750 54 81402				
Fiscal Procedures Approved:				Date:	09/14/2025

Attachments:

1) Draft Agreement No. 25-31-092-00 with Bender Rosenthal, Inc.
2) Draft Agreement No. 25-31-145-00 with Epic Land Solutions, Inc.
3) Draft Agreement No. 25-31-146-00 with Monument ROW

Approved by the Western Riverside County Programs and Projects Committee on October 27, 2025

In Favor: 8 Abstain: 0 No: 0

Agreement No. 25-31-146-00

PROFESSIONAL SERVICES AGREEMENT
WITH PROPOSITION 1B, FTA AND FHWA FUNDING ASSISTANCE

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
MONUMENT ROW
FOR ON-CALL
RIGHT OF WAY SUPPORT SERVICES

Parties and Date.

This Agreement is made and entered into this __ day of _____, 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and Monument ROW, Inc. ("Consultant"), a California Corporation. The Commission and Consultant are sometimes referred to herein individually as “Party”, and collectively as the “Parties”.

Recitals.

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

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

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

D. A source of funding for payment for on-call professional consulting services provided under this Agreement may be State Proposition 1B funds, Federal Highway Administration Funds (“FHWA”) administered by the California Department of Transportation (“Caltrans”), and/or funds from the Federal Transit Administration (“FTA”).

E. Consultant desires to perform and assume responsibility for the provision of certain on-call right of way support services in the County of Riverside, California. Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the Commission and the Consultant (“Task Order”). Consultant represents that it is experienced in providing such

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services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

F. The Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a “Project” under this Agreement).

G. Commission may engage Consultant to provide services for the benefit of the Western Riverside Regional Conservation Authority ("RCA").

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the on-call right of way support services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Orders issued by the Commission’s Executive Director or designee. No Services shall be performed unless authorized by a fully executed Task Order. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Pre-Award Audit. As a result of the federal funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a “Notice to Proceed” or other authorization to proceed under a Task Order may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before Services are commenced under a Task Order. The funding provided under this Agreement is contingent on meeting all Federal requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant’s files shall be maintained in a manner to facilitate Federal and State process reviews. In addition, the applicable federal agency, or Caltrans acting in behalf of a federal agency, may require that prior to performance of any work for which Federal reimbursement is requested and provided, that said federal agency or Caltrans must give to Commission an “Authorization to Proceed”.

3. Audit Procedures. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant’s cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant’s responsibility to ensure federal, state, or local government officials are allowed full access to the CPA’s work papers

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including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 23 and 24 of this Agreement.

4. Term.

4.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end three (3) years from the date set forth above, unless extended by contract amendment. In no case shall the term of this Agreement exceed three (3) years. All Task Order work should be completed within the term.

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

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

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

6. Consultant's Representative. Consultant hereby designates Joey Mendoza to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any

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other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

7. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are: Joey Mendoza, Project Director; Kim Bibolet, Project Manager; Ramie Dawit, Acquisition Lead; Vince McCaw, Relocation Lead; Curtis Bibolet, Utility Coordination Manager & Property Manager, or as otherwise identified in the Task Order.

8. Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be

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under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance.

10. Task Orders; Commencement of Services; Schedule of Services. Consultant shall commence Services under a Task Order within five (5) days of receiving a fully executed Task Order from the Commission. Task Orders shall be in substantially the form set forth in Exhibit "B" attached hereto and incorporated herein by reference. Each Task Order shall identify the funding source(s) to be used to fund the Services under the relevant Task Order, and Consultant shall comply with the requirements specified herein, and in the attached exhibits, applicable to the identified funding source(s).

Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of Services set forth in a Task Order ("Schedule"). Consultant represents that it has the professional and technical personnel to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of Commission's Contract Administrator, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

10.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, on a bi-weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

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

11. Delay in Performance.

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

11.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 12.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

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

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

13. Appearance at Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

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

15. Claims Filed by Contractor.

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

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

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

15.4 Nothing contained in this Section shall be construed to in any way limit Consultant's indemnification obligations contained in Sections 28 and 29. In the case of any conflict between this Section and Sections 28 and 29, Sections 28 and 29 shall govern. This Section is not intended to obligate the Commission to reimburse Consultant for time spent by its personnel related to Contractor claims for which Consultant is required to indemnify and defend the Commission pursuant to Section 29 of this Agreement.

16. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term set forth herein the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement. In the event copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

17. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. For example, and not by way of limitation, Consultant shall keep itself fully informed of and in compliance with all implementing regulations, design standards, specifications, previous commitments that must be incorporated in the design of the Project, and administrative controls including those of the United States Department of Transportation. Compliance with Federal procedures may include completion of the applicable environmental documents and

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approved by the United States Department of Transportation. For example, and not by way of limitation, a signed Categorical Exclusion, Finding of No Significant Impact, or published Record of Decision may be required to be approved and/or completed by the United States Department of Transportation. For Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

18. Fees and Payment.

18.1 Consultant shall be reimbursed of hours worked at the hourly rates specified in the Consultant's approved cost proposal, attached hereto as Exhibit "C". The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.

18.2 In addition, Consultant shall be reimbursed for incurred (actual) direct costs other than salary costs that are included in the attached Exhibit "C" and identified in the approved Task Order.

18.3 Specific projects may be assigned to Consultant through issuance of Task Orders, as set forth in this Agreement. Task Orders may be negotiated for a lump sum (firm fixed price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in the attached Exhibit "C". Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

18.4 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in Exhibit "C". In addition, payments to Consultant for travel and subsistence expenses claimed for reimbursement shall not exceed State rates, unless otherwise authorized by Commission. If the rates invoiced are in excess of State rates, and Commission has not otherwise approved said rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to the Commission on demand.

18.5 When milestone cost estimates are included in the approved Cost Proposal for a Task Order, Consultant shall obtain prior written approval in the form of an amendment to the Task Order for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

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18.6 Progress payments for each Task Order shall be made monthly in arrears based on Services provided and actual costs incurred.

18.7 Consultant shall not commence performance of work or services until this Agreement has been approved by Commission, and a Task Order has been authorized as detailed in Section 2 of this Agreement. No payment will be made prior to approval or for any work performed prior to approval of this Agreement and receipt of Commission's Task Order Authorization.

18.8 Consultant shall be reimbursed within forty-five (45) days upon receipt by Commission's Contract Administrator of itemized invoices in duplicate. Separate invoices, itemizing all costs, are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone on each project as applicable. Invoices shall follow the format stipulated for the authorized Task Order, or as otherwise agreed upon by the Parties and shall reference this Agreement number, project title and Task Order number. Credits due Commission that includes any equipment purchased under the provisions of Section 25 Equipment Purchase of this Agreement must be reimbursed by consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to Commission's Contract Administrator at the following address:

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

18.9 The total amount payable by Commission, shall not exceed the amount set forth in each Task Order.

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

18.11 Commission has or will enter into three (3) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("On-Call ROW Support Task Order Contracts"). The other On-Call ROW Support Task Order Contracts are Bender Rosenthal, Inc. (Agreement No. 25-31-092-00), and Epic Land Solutions, Inc. (Agreement No. 25-31-145-00). The total amount payable by Commission for the On-Call ROW Support Task Order Contracts shall not exceed a cumulative maximum total value of Three Million, Three Hundred Thousand Dollars ($3,300,000) ("NTE Sum"). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the On-Call ROW Support Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the On-Call ROW Support Task Order Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the On-Call ROW Support Task Order Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum.

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Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

19. Disputes.

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

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

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

20. Termination.

20.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

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

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

20.4 Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein,

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and deliver to the Commission all Documents and Data, as defined in this Agreement, as may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress.

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

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

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

20.8 Consultant may not terminate this Agreement except for cause.

21. Cost Principles and Administrative Requirements.

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

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

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

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

22. Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their

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respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement. The State, State Auditor, Commission, FHWA, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and it's certified public accountants (CPA) work papers that are pertinent to this Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

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

23. Audit Review Procedures.

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

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

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

24. Subcontracting.

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

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

24.3 Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by Commission.

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

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

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

25. Equipment Purchase

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

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

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

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

26. Labor Code Requirements.

26.1 Prevailing Wages.

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

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

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

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

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

26.3 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

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

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

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

27. Ownership of Materials/Confidentiality.

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

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

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

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

27.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary

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rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

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

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

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

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

27.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

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

27.5 Provisions applicable to RCA. To the extent the Services are performed for the benefit of RCA, the rights granted in Section 27 to the Commission shall also be granted to RCA.

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

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

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

29. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, RCA Caltrans and their directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, inverse condemnation, and any claims related to property acquisition and relocation rules or failure to detect or abate hazardous materials, which are brought by a third party, and which , in any manner arise out of or are incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, RCA ,Caltrans, and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, RCA ,Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, RCA, Caltrans and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, RCA , Caltrans or their directors, officials officers, employees, consultants, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligations as set forth in this Section 29 shall survive expiration or termination of this Agreement.

30. Insurance.

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

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

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insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

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

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

30.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. For Consultant, such insurance shall be in an amount not less than $1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than $2,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

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

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as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

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

(a) General Liability.

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

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

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

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

(c) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with

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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, RCA, Caltrans and their directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission RCA and Caltrans (if agreed to in a written contract or agreement) before the Commission's, RCA's 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) 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

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cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

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

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

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

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

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

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

30.9 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. Policies of commercial general liability insurance

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provided by such subcontractors or subconsultants shall be endorsed to name the Commission, RCA and Caltrans as additional insureds using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

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

31. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

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

32. Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

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

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

33. Prohibited Interests.

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

33.2 Consultant Conflict of Interest

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

(b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

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

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

(e) Except for subconsultants whose services are limited to

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providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

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

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

33.5 Covenant Against Contingent Fees. As required in connection with federal funding, the Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Commission shall have the right to terminate this Agreement without liability pursuant to the terms herein, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

33.7 Covenant Against Expenditure of Commission, State or Federal Funds for Lobbying. The Consultant certifies that to the best of his/ her knowledge and belief no state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or

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the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(a) If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the Consultant shall complete and submit the attached Exhibit "G", Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the attached instructions.

(b) The Consultant's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section 3.23.5 be included in all Consultant subcontracts which exceed $100,000, and that all such subcontractors shall certify and disclose accordingly.

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

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

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

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

37. Disputes; Attorneys' Fees.

37.1 Prior to commencing any action hereunder, the Parties shall attempt in good faith to resolve any dispute arising between them. The pendency of a dispute shall not excuse Consultant from full and timely performance of the Services.

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37.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and, all other costs of such actions.

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

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

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

CONSULTANT:	**COMMISSION**:
Monument ROW	Riverside County
200 Spectrum Center	Transportation Commission
Suite 300	4080 Lemon Street, 3rd Floor
Irvine, CA 92618	Riverside, CA 92501
Attn: Joey Mendoza	Attn: Executive Director

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

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

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

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

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

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45. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided by this Agreement are provided, in whole or in part, from the United States Department of Transportation, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Department of Transportation Requirements and California Department of Transportation (Caltrans) DBE program requirements) attached hereto and incorporated herein by reference. When funding for the Services under a Task Order is provided, in whole or in part, from the FTA, Consultant shall also fully and adequately comply with the provisions included in Exhibit "F" (FTA Requirements) attached hereto and incorporated herein by reference

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

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

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

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

50. Attorney Client Privilege. The Parties recognize that, during the Project, the Commission and its attorneys will engage in communication that gives rise to an attorney client privilege of confidentiality ("Confidential Communication"). Given the nature of the work done by Consultant for the Commission, it may be necessary for the Consultant to participate in Confidential Communications. To the extent that (i) the Consultant is a party to any Confidential Communication, and (ii) a third party seeks discovery of such communications, then the Consultant shall be deemed to be an agent of the Commission solely for purposes of preserving any attorney client privilege in the relevant Confidential Communication. Any such attorney client privilege shall be held by the Commission and the Consultant is not authorized to waive that privilege or, otherwise, disclose such Confidential Communication except as set forth below. This Section is intended to maintain the privilege in any privileged Confidential Communications that are (1) between and among Commission, Consultant, and Commission's attorneys; (2) between Consultant (on behalf of the Commission) and Commission's attorneys; (3) Confidential Communications that occur in Closed Session meetings wherein the Commission, the Commission's attorneys and Consultant are present; and (4) between Commission and Consultant wherein the substance of the Confidential Communication is conveyed to/from the Consultant.

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Consultant may disclose a Confidential Communication to the extent such disclosure is required by legal process, by a court of competent jurisdiction or by any other governmental authority, provided that any such disclosure shall be limited to the specific part of the Confidential Communication required to be disclosed and provided that Consultant first comply with the requirements set forth in this paragraph. As soon as practicable after Consultant becomes aware that it is required, or may become required, to disclose the Confidential Communication for such reason, Consultant shall notify the Commission in writing, in order to allow the Commission to pursue legal remedies designed to limit the Confidential Communication required to be disclosed or to assure the confidential treatment of the disclosed information following its disclosure. Consultant shall cooperate with the Commission, on a reimbursable basis, to assist the Commission in limiting the scope of disclosure or assuring the confidential treatment of any disclosed information.

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

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

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

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

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

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

[Signatures on following page]

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SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH PROPOSITION 1B, FTA AND FHWA FUNDING ASSISTANCE FOR
RIGHT OF WAY SUPPORT SERVICES

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

RIVERSIDE COUNTY TRANSPORTATION COMMISSION		**CONSULTANT MONUMENT ROW**
By: _____ Aaron Hake		By: _____ Signature
		_____ Name
Approved as to Form:		_____ Title
By: _____ Best, Best & Krieger LLP General Counsel		**ATTEST:**
		By: _____
		Its: _____

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* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"
SCOPE OF SERVICES

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RIGHT OF WAY SUPPORT SERVICES

SCOPE OF SERVICES

The Riverside County Transportation Commission (Commission) and the Western Riverside County Regional Conservation Authority (RCA) have procured one or more Consultants (Consultant or Right of Way Support Services Consultant) to provide Right of Way Support Services on an On-Call/as needed basis in support of current Commission and RCA Projects, Measure A Projects, and projects done in partnership with other agencies, pursuant to Task Orders issued in the sole discretion of the Commission and/or the RCA.

Task Orders shall be awarded through an additional qualification-based selection process.

Such Right of Way Support Services may include, but are not limited to, the following work programs, and/or comply with applicable requirements below:

- Project Management

  Consultant shall provide project management services for all functions and tasks under this contract. Consultant shall be responsible for project management and planning, scheduling, cost estimates, budgeting, and coordination with Consultant and Commission and/or RCA staff, sub consultants and other on-call Commission and/or RCA consultants, reporting, documentation of all activities and maintaining all records and documents. Consultant shall plan, organize, facilitate and prepare meeting minutes for regular and/or periodic status meetings as requested by the Commission and/or the RCA. Consultant shall ensure project completion based on milestones and deadlines and that all work complies with applicable Federal, State and local statues and regulations, including but not limited to the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.), the California Code of Civil Procedure, the Uniform Standards for Federal Land Acquisition Act, the California Public Utilities Code, the California Streets and Highways Code, the Federal Transit Administration Real Estate Policies, the Caltrans Right of Way Manual, and the Commission's and the RCA's Right of Way Manual.

- Title & Escrow Services

  Consultant shall order preliminary title reports, vesting deeds, title policies, and litigation guarantees as needed, coordinate opening and closing of escrows, monitor progress, determine title deficiencies, provide assistance to resolve and cure title deficiencies, and assist in obtaining any partial reconveyances.

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- Appraisal Coordination

  Consultant shall coordinate with the Commission's and the RCA's on-call appraisal, appraisal review, goodwill, and fixtures and equipment consultants to perform internal review of appraisals prior to submittal to Review Appraiser.

- Acquisition/Negotiation

  Consultant shall provide all acquisition services, including, but not limited to, coordinating all phases of the acquisition, assuring that acquisition schedules meet project schedules, documenting all activity, and maintaining all records and documents. Consultant shall prepare all written correspondence, any administrative settlements, and shall coordinate with Commission's and/or RCA's legal counsel and any other on-call consultants as required. Consultant shall prepare acquisition packages, including recommendation of the amount of just compensation or market value, and maintain parcel diaries for each file.

- Relocation Assistance

  Consultant shall provide relocation services to assure that displaced individuals and businesses promptly receive relocation benefits consistent with federal, state, and local regulations, Caltrans Policies and Procedures, and the Commission's and/or the RCA's Right of Way Policies and Procedures.

- Utility Relocation Coordination

  Consultant shall work with Commission and/or RCA staff and other participating agencies to provide utility relocation services that may include, but not be limited to, identifying public and private utilities, researching and identifying prior rights, obtaining utility as-built plans, coordination of potholing and field surveys with the design team, preparation of utility agreements, and obtaining relocation plans and cost estimates from the utility owners.

- Eminent Domain Coordination

  Consultant shall coordinate, assist and participate as required with Commission and Commission's legal counsel in the activities required for Resolutions of Necessity, Caltrans's Condemnation Evaluation and Panel Review Meetings, mediations, depositions and trials.

- RCA Property Owner Outreach

  Consultant shall prepare mailings to various properties for land necessary for conservation efforts, as an example, Willing Seller, Habitat Acquisition and Negotiation Strategies (HANS), Grant Funded requiring Department of General Services approvals, and Donation acquisitions.

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- Property Management

  Consultant shall perform property management activities related to acquired properties until construction start, including but not limited to, property maintenance, repair, coordination of rental activities, demolition, and clearance of property improvements.

- Property Maintenance and Repair Services

  Consultant shall perform property maintenance and repair services, including but not limited to, weed abatement and vegetation control, litter removal and clean-up of debris, fencing repairs, and installation, maintenance, and repair of property signs related to property owned by Commission or RCA.

- Right of Way Certification

  Consultant shall ensure that all right of way requirements have been secured by the date required. Consultant shall prepare the Right of Way Certification forms and assemble and package all supporting documents for submittal to Caltrans. Consultant shall respond to any comments and revise as necessary.

- Construction Support

  Consultant shall assist Commission and/or RCA in all phases of construction, including Temporary Construction Easement notifications, preparing and providing Right of Way Obligation lists, utility coordination, and contractor compliance with Right of Way agreements.

- Project Closeout

  Prepare and process conveyance deeds to transfer all acquired right of way to Caltrans or other third-party entities, if applicable. Process final utility invoices and close out utility files. Prepare files and submit to Caltrans and/or the Commission or the RCA.

Other right of way services may include, but not be limited to the following:

- Obtaining Rights of Entry
- Preparing Railroad Agreements
- Review of Site Assessment Reports
- Provide bilingual acquisition and relocation agents
- Identify potential excess land for planning purposes

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EXHIBIT "B"

SAMPLE TASK ORDER FORM

ON--CALL RIGHT OF WAY SUPPORT SERVICES

REQUEST FOR TASK ORDER PROPOSAL

Background
The Riverside County Transportation Commission (the "Commission") issued Request for Proposal No. 25-31-092-00 (the "RFP"), on July 2, 2025 to seek out a bench of qualified consultants to provide on-call right of way support services. Pursuant to the RFP, the Commission selected 3 qualified firms to serve as on-call consultants for various right of way support services ("Consultants"). The RFP specified that the Commission will seek proposals from the selected firms for right of way support consulting projects, as needed. The selected firms are: Bender Rosenthal Inc.; Epic Land Solutions; Monument ROW.

This Right of Way Support Services Request for Task Order Proposal ("Task Order RFP") seeks the following services:

_____
_____
_____

Process Timeline
The Commission intends to award a rail/transit operations consulting services task order for the above described services ("Task Order") pursuant to this Task Order RFP to the highest ranked proposal, subject to limitations, in accordance with the following timeline:

a. Requests for Clarification

The deadline for requests for clarification regarding this Task Order RFP is (INSERT DATE). Requests for clarification shall be submitted via email to _____.

b. Proposal Deadline Date

i. The Commission will accept proposals submitted to the Commission office prior to (INSERT DATE and Time).

ii. Proposals must be submitted to _____ in _____ format.

Submittal Requirements
Each proposal submitted in response to this Task Order RFP must include the following information in the order specified below.

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The proposal content and format is as follows:

a. Proposals shall be typed and submitted on 8.5 x 11 inch paper. Charts and schedules may be included in 11" x 17" format, which will be counted as 2 pages and included in the total page count. Proposals should not exceed **__ pages** in length, excluding any RCTC-provided forms or attachments. The beginning of a section must be clearly indicated between sections on a page.

b. Proposals must include the following sections, organized as indicated.

SECTION 1 – PROPOSAL LETTER

Proposal Letter: This letter must be signed by a person or persons authorized to legally bind the Consultant to enter into the Task Order.

SECTION 2 – QUALIFICATIONS OF FIRM AND PERSONNEL

This section should identify the qualifications of the firm, the individuals and any subconsultants proposed to provide the Task Order services. These must be individuals proposed by Consultant in the original RFP.

ii. Provide qualification information regarding your firm's and the proposed personnel's qualifications, descriptions of relevant projects previously performed and references for this particular Task Order RFP, including:

(A) experience of your firm in performing similar services, and examples of such services, including references. Include any information that may be of value to the Commission in evaluating your firm's qualifications for the Task Order services;

(B) each key person who will perform the required services and their key role(s);

(C) descriptions of the experience and qualifications of proposed key personnel;

(D) descriptions of relevant projects previously performed by the proposed key personnel. Include what services were performed, the date of the project, and unique features of the project which would be beneficial to the Commission; and

(E) a written assurance that the key individuals listed and identified will perform the work and will not be substituted with other personnel without the Commission's prior approval.

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SECTION 3 – UNDERSTANDING AND APPROACH

Describe the services and activities that your firm proposes to provide to the Commission. Include the following information:

Demonstrate your firm's understanding of the nature of the work and the approach to be taken. Provide an explanation of the approach to providing the services requested under this Task Order RFP. Describe how Consultant would tailor its services to meet the needs of the Commission addressing the tasks and discussing the deliverables. Include a detailed proposed timeline for completing the services. Provide a list of documents and/or information your firm anticipates needing from the Commission and its consultants to perform the services.

SECTION 4 – PROPOSAL PRICING

Proposal Pricing Form. Provide a proposed price for this Task Order request. Pricing shall itemize all items that will be charged to this Task Order, including anticipated mileage, printing or other direct cost categories previously identified in your firm's Schedule of Other Direct Costs. Costs shall be segregated to show staff hours, rates, classifications, administrative overhead, and other direct costs, if any. Hourly rates must not exceed rates for classifications noted in the original RFP

Evaluation Process

a. Basis of Award

Proposals will be evaluated in accordance with the stated evaluation criteria. The Commission reserves the right to award the contract not to a proposer with the highest ranked proposal, but to the proposal who will provide the best overall match to the task order requirements. The Commission also reserves the right to postpone a decision, request follow up material, or cancel or withdraw this request in its sole and absolute discretion. The Commission will award the Task Order to the best overall match to the Task Order RFP requirements and who serves the Commission's interest.

b. Evaluation Criteria – **100** total points possible

1. **Qualifications of Firm and Personnel** (INSERT NUMBER points max)

Experience in performing work similar in nature and/or related to the work described in this Task Order RFP; appropriateness of personnel to their assigned work tasks; logic of project organization; adequacy of labor commitment.

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2. **Understanding & Approach** (INSERT NUMBER points max)

Depth of Offeror's understanding of Commission's requirements listed in this Task Order RFP; understanding of the project issues and potential conflicts; and ability to meet deadlines.

3. **Cost** (INSERT NUMBER points max)

Reasonableness of the total cost based on anticipated requirements; adequacy of data in support of figures quoted; basis on which prices are quotes.

$$\text{Proposer Price Score} = \frac{\text{Lowest Price Proposed}}{\text{Proposer's Price}} \quad X \quad \underline{\quad\quad} \text{ Points}$$

Commission Rights

a) The Commission shall not be liable for proposal preparation related expenses.

b) The Commission retains the right to negotiate with the highest scoring Consultant if it chooses not to accept the proposal as offered.

c) The Commission retains the right to consider any other factors it deems necessary to comply with federal and/or state law.

d) The Commission retains the right to accept or reject any and all proposals, or any part thereof, at its discretion.

e) The Commission retains the right to cancel, amend or withdraw the entire Task Order RFP.

VI. Notification and Debriefing

Consultants submitting a proposal pursuant to this Task Order RFP shall be informed of the Commission's decision regarding award of the Task Order. Any Consultant not awarded a Task Order pursuant to this Task Order RFP may request an explanation regarding the strengths and weaknesses of its proposal. Such request must be made within ten (10) days of notification of Task Order award.

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EXHIBIT "C"
COMPENSATION AND PAYMENT

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EXHIBIT "C"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
Prime Consultant:		
Monument ROW, Inc.	Right of Way Support Services	$ 3,300,000.00
Sub Consultants:		
Bess Utility Solutions	Potholing	TBD per Task Order
C Below Subsurface Imaging	Potholing	TBD per Task Order
J&G's Industries Inc	Demolition Services	TBD per Task Order
Carry All's	Property Maintenance	TBD per Task Order
SLS Property Solutions Inc	Board-Ups & Emergency Maintenance	TBD per Task Order
On Track Solutions L.L.C	Railroad Coordination	TBD per Task Order
HDR Engineering, Inc	Management, Resources, and a Dedication to quality control	TBD per Task Order
	TOTAL COSTS	**$ 3,300,000.00**

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

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EXHIBIT "D"

FHWA/ CALTRANS REQUIREMENTS

1. STATEMENT OF COMPLIANCE.

A. Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. If this Agreement is federally funded, the Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. If this Agreement is federally funded, the Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations,

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including employment practices when the Agreement covers a program whose goal is employment.

2. DEBARMENT AND SUSPENSION CERTIFICATION

CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COMMISSION.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

3. DISCRIMINATION

The Commission shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the implementation of the Caltrans DBE program or the requirements of 49 CFR Part 26. The Commission shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, of sex in the performance of this Agreement. Consultant or subcontractor shall carry out applicable requirements of 49 CFR Part 26 and the Caltrans DBE program in the award and administration of DOT-assisted contracts, as further set forth below. Failure by the Consultant or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Commission deems appropriate.

4. PROMPT PAYMENT

Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following

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written approval of the Commission. This clause applies to both DBE and non-DBE subcontractors.

5. RELEASE OF RETAINAGE

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

6. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either Party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or "whistleblower" actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

7. DBE PARTICIPATION

This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", as amended by the October 3, 2025, United States Department of Transportation (DOT) Interim Final Rule, and as may be further amended by the final rule, the terms of which are incorporated herein by reference.

A. **This Agreement has a DBE goal of 0%.** A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.

B. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the

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termination of this Agreement or such other remedy as the Commission, Caltrans or the Department of Transportation deems appropriate.

C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

8. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

In accordance with 49 CFR Part 29, which by this reference is incorporated herein, Consultant's subconsultants completed and submitted the Certificate of subconsultant Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion as part of the Consultant's proposal. If it is later determined that Consultant's subconsultants knowingly rendered an erroneous Certificate, the Commission may, among other remedies, terminate this Agreement.

9. ENVIRONMENTAL COMPLIANCE

a. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

b. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, and by signing this Agreement, Consultant certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

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EXHIBIT "E"

CONSULTANT DBE COMMITMENT

[NOT USED]

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EXHIBIT "F"

FTA PROVISIONS

[attached behind this page]

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FTA FUNDING REQUIREMENTS

As used herein, "RCTC" shall have the same meaning as the "Commission." The term "contract" or "Contract" shall have the same meaning as the "Agreement." The term "Consultant" shall have the same meaning as "Contractor" as used in the Agreement.

1. No Obligation by the Federal Government

a. RCTC and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

3. Access to Records

The Consultant agrees to the following access to records requirements:

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a. To provide RCTC, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 C.F.R. 633.5, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b. To make available in the case of a contract for a capital project or improvement, as defined above and awarded by other than competitive bidding in accordance with 49 U.S.C. 5325(a), records related to the contract to RCTC, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

c. To maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until RCTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

e. To require all subconsultants to comply with this provision.

4. Federal Changes

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RCTC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination – The following nondiscrimination requirements apply to the underlying contract:

(a) Consultant shall comply with:

(i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;

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(ii) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, including any amendments thereto.

(iii) Federal transit law, specifically 49 U.S.C. § 5332.

(b) The following is prohibited:

(i) Discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age.

(ii) Exclusion from participating in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332.

(iii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332.

(iv) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(b) Consultant shall follow:

(i) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

(ii) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3.

(iii) All other applicable federal guidance that may be issued.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. . In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, Federal transit law at 49 U.S.C. § 5332, the Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42

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U.S.C. § 6101 *et seq*., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq*., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq*., and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability, and that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. FTA Disadvantaged Business Enterprise (DBE) Requirements

A. General DBE Requirements: In accordance with Federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), Commission has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs" (the "Regulations"). The Contract is subject to these stipulated regulations. In order to ensure that Commission achieves its overall DBE Program goals and objectives, Commission encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds.

It is the policy of the Commission to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;

3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;

4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;

5. Help remove barriers to the participation of DBEs in DOT assisted contracts;

6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

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7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

B. Discrimination: Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Any terms used herein that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations.

C. Commission's Race-Neutral DBE Program: A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, Commission does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. There is no FTA DBE goal on this Project.

Consultant shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, Consultant shall adhere to race-neutral DBE participation commitment(s) made at the time of award.

D. DBE Certification Status: If a listed DBE subconsultant is decertified during the life of this Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a non-DBE subconsultant becomes a certified DBE during the life of this Agreement, the DBE subconsultant shall notify Consultant in writing with the date of certification. Consultant shall furnish the written documentation to Commission in a timely manner. Consultant shall include this requirement in all subcontracts.

E. Consultant's Assurance Clause Regarding Non-Discrimination: In compliance with State and Federal anti-discrimination laws, Consultant shall affirm that it will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, Consultant shall affirm that they will consider, and utilize subconsultants and vendors, in a manner consistent with non-discrimination objectives.

F. Violations: Failure by the selected Consultant(s) to carry out these requirements shall be a material breach of the contract to be awarded pursuant to this RFP, which may result in the

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termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

I. Prompt Payment: Consultant shall pay its subconsultants for satisfactory performance of their contracts no later than 30 days from receipt of each payment Commission makes to the Consultant. 49 C.F.R. § 26.29(a), unless a shorter period is provided in the contract.

J. Compliance with DBE Requirements Contained in FTA Provisions: Consultant shall comply with all DBE reporting and other requirements contained in this Agreement.

7. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any RCTC requests which would cause RCTC to be in violation of the FTA terms and conditions.

8. Debarment and Suspension.

The Consultant agrees to the following:

(1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.

(2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subconsultant whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended recipients or third party participants.

(3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.

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(4) Consultant agrees to include, and require all subconsultants to include, this provision in all subcontracts.

9. ADA Access Requirements

The Consultant shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d).

10. Fly America

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To the extent applicable to the Services, the Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

11. Cargo Preference - Use of United States-Flag Vessels

To the extent applicable to the Services, the Consultant agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Consultant in the case of a subconsultant's bill-of-lading.)

3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

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12. Buy America

To the extent applicable, the Consultant shall comply with the following:

1. The domestic preference procurement requirements of 49 U.S.C. 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. 5323(j).

2. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

3. Procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), 49 U.S.C. § 5323(u) (limitation on certain rolling stock procurements), and their implementing regulations.

13. Employment Provisions

To the extent applicable to the Services, Consultant shall comply with the following:

A. [For a construction or maintenance project over $2,000] **Davis–Bacon Act, as amended (40 U.S.C. 3141–3148).** When applicable, Contractor shall comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor shall also comply with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations shall be reported to the FTA.

B. [For contracts in excess of $100,000 that involve the employment of mechanics or laborers] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** When applicable, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages

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of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

C. [For contracts not involving construction] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3702).** Consultant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

D. [For contracts involving commerce] **Fair Labor Standards Act (FLSA) (29 USC 201, et. seq.)**. Consultant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the contract involving commerce,

E. Release of Retainage

No retainage will be withheld by the RCTC from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant.

14. Termination for Convenience

RCTC may terminate the Agreement for convenience in accordance with the terms of the Agreement.

After such termination, the Consultant shall submit a final termination settlement proposal to RCTC as directed. If the Consultant fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Consultant because of the termination and shall pay the amount determined. After the Consultant's proposal is received, RCTC and Consultant shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, RCTC may issue a

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final determination and pay the amount determined. If the Consultant does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Consultant may appeal under the Disputes clause.

15. Administrative and Contractual Remedies on Breach; Termination for Cause

a. The Consultant may be declared in breach of this Agreement ("Breach") if the Consultant fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Consultant fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms. In case of any of the foregoing, RCTC shall notify the Consultant of the Breach, and the Consultant shall have a period of ten (10) days (or such longer period as RCTC may authorize in writing) after receipt of notice from RCTC to cure the Breach.

b. RCTC may, by written notice of termination to the Consultant specifying the effective date thereof, terminate the whole or any part of this contract, in the case of a Breach that is not cured within the timeframe set forth in (a) above ("Uncured Breach").

c. If the contract is terminated in whole or in part for an Uncured Breach, RCTC may procure upon such terms and in such manner as RCTC may deem appropriate, supplies or services similar to those so terminated, or may complete the services with its own forces. The Consultant shall be liable to RCTC for any excess costs for such similar supplies or services, and for any other costs incurred by RCTC as a result of the Uncured Breach. The Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

d. Except with respect to defaults of Subconsultants, the Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and the Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required project completion schedule.

e. Payment for completed services or supplies delivered to and accepted by RCTC shall be at the contract price. RCTC may withhold from amounts otherwise due the Consultant for such completed services or supplies such sum as RCTC determines to be necessary to protect RCTC against loss because of outstanding liens of claims of former lien holders, or to reimburse RCTC for any other costs related to the Uncured Breach.

f. If, after notice of termination of this contract for cause, it is determined for any reason that an Uncured Breach did not exist, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions for termination for convenience of RCTC.

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g. The rights and remedies of RCTC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

h. Notwithstanding the above, RCTC may, without providing an opportunity to cure, terminate the contract in accordance with the timeframe set forth in Section 17 of the contract, if RCTC determines such action is in its best interest based on the nature of the Breach. Such actions shall not limit any of RCTC's remedies set forth above.

16. Disputes

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by RCTC's Deputy Executive Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the RCTC Deputy Executive Director shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Consultant mails or otherwise furnishes to the RCTC Deputy Executive Director a written appeal addressed to RCTC's Executive Director. The decision of RCTC Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Consultant shall proceed diligently with the performance of this Agreement and in accordance with the decision of RCTC's Deputy Executive Director. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any RCTC official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

17. Lobbying

See the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also

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disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Offeror shall complete and submit with its bid/proposal the attached Certification Regarding Lobbying, and if applicable, the Standard Form-LLL, "Disclosure Form to Report Lobbying."

18. Energy Conservation

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

19. Clean Water

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

20. Clean Air

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

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(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

c. The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

21. Solid Wastes

Recovered Materials - The Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

22. Safe Operation of Motor Vehicles

Pursuant to Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party consultant to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

a. The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or RCTC.
b. The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

23. Notification to FTA.

a. If a current or prospective legal matter that may affect the Federal Government emerges, the Consultant must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which this Agreement is being performed. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

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c. *Additional Notice to U.S. DOT Inspector General*. The Consultant must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Commission located, if Consultant has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Consultant. In this paragraph, "promptly" means to refer information without delay and without change.

24. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

25. Prohibited Transactions

Consultant certifies that:

a. Consultant does not have any unpaid Federal tax liability assessed, for which all judicial and administrative have been exhausted or have lapsed, and that in a timely manner pursuant to an agreement authority responsible for collecting the tax liability

b. Consultant was not convicted of the felony criminal violation Federal law within the preceding 24 months.

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c. If Consultant cannot so certify, RCTC agrees to refer the matter to FTA and not to enter into any contract with Consultant without FTA's written approval

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

26. Trafficking in Persons.

a. Consultant shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended; 22 U.S.C. § 7104(g); and the terms of this section.

b. Definitions. Consultant agrees that for purposes of this section:

(i) Employee, for purposes of this section only, means either an individual who is employed by the Consultant or whose services are provided on a volunteer basis for the Consultant, and is participating in the Project or related activities as set forth in the Agreement,

(ii) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102. 23

(iv) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(vi) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

c. Consultant requirements:

(i) Consultant shall inform FTA and RCTC immediately of any information it receives from any source alleging a violation of the prohibitions in this section.

(ii) Consultant agrees that it and its employees that participate in this Agreement, may not:

(1) Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect,

(2) Procure a commercial sex act during the period of time that this Agreement is in effect, or

(3) Use forced labor in the performance of this Agreement or any subagreements hereunder.

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

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EXHIBIT "G"

LOBBYING ACTIVITIES DISCLOSURE

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

Not Applicable - None

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter ____
date of last report ____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

☐ ☐

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** **No**

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Amber Costello

Title: President

Telephone No.: 949.703.9799 Date: 8/6/2025

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Standard Form LLL Rev. 04-28-06

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter ____
date of last report ____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

☐ ☐

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** **No**

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress

semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than

$100,000 for each such failure.

Signature: Anthony Bohorquez

Print Name: Anthony Bohorquez

Title: Business Development Manager

Telephone No.: 408-988-0101 Date: 07-22-2025

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N/A

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter ____
date of last report ____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Ashley Salvino

Print Name: Ashley Salvino

Title: Regional VP

Telephone No.: 909-993-1370 Date: 07/21/2025

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Standard Form LLL Rev. 04-28-06

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Not Applicable - HDR Engineering, Inc. does not have any lobbying activities to disclose at this time.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** X

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Thomas T. Kim

Title: Senior Vice President

Telephone No.: (714) 504-8860 Date: 8/6/2025

Federal Use Only:

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EXHIBIT 10-Q DISCLOSURE OFLOBBYING ACTIVITIES

rJ{kd::(COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTJVITUiS PURSUANTTO 31 U.S.C. 13S2

1. Type of Federal Action:

☐
o. contract
b. gninl
c. coope111live agreement
d. loan
c. loan guarantee
f. loan insurance

2. Status of Federal Action:

D
a. bid/offe11npplicntion
b. initial ownrd
c. post-award

3. Report Type:

☐
o. initial
b. materinl change

Fo1·M11terlal Change Only:
year__ quarter_____ __
date oflast report _____ __

4. Nome11nd Address of Reporting Entity

☐ Primo Dsuhawardee
Tier___ , ifknown

Congl'l!sslo1111l District, if known

5. If Reporting Entity111 No,4 IsSubnwardee, Enter Nnmo and Addressof Prime:

Congressional District, if known

6. Feder11l Department/Agency:

7, Federal Program N11me/De5crlptlon:

CFDA Number, ifapplicable _____ __

8, Federal Action Number, if known:

9. **Award** Amount, if known:

10, Name and Addressof Lobby Entity
(If individual, last name, fin.t name, Ml)

11, lndivlduols Performing Services
(includingaddress ifdifferent from No. 10)
(lasl name, first name,Ml)

_____ (ull11ch Continuation Shcct(s) if necessary)

12. Amount of Payment (check all1hnt apply)

5 Oactuol Optanncd _____

13. Form of Payment (check all that apply):

8 n. cush
b. in-kind;specify: nature
Value

14, Type of Payment (check11ll tbot apply)

u. retainer
b. one-tiine fee
c. commission _____
d, contingent fee
e deferred
f. other,specify

15. Brief Description of Services Performed or to be performed and Date(s) ofService,includlng ofncer(•), employee(•), or member(•) conta✪lcd, for Payment lndh;atrd 111 llem IZ;

(ottoch Conti✪on Shccl(s:rgjcess11 1y

16. ContlnuationShect(s)attocltcd: Yes No ✪

17. lnfonnalion n:qucslcd lhrough!hi, fonn isauthorized byTille 31 U.S.C. Sootion 1352. Thisdlsclosureoflobbyi1111roliu11ce was placed bythelieraboxewhen bistransaction wasmadeer entcn.d in:o. Thisdi✪los✪reis required pursuant to31U.S.C. 1 352. This mfonnahon will be reportedtoCongn:s.✪ Remiunnually and will beovallablc forpublic inspection. Any personwhofailsto filetheNquircd disclosure shallbe subject toacivil pcna.hyof no11csslhan$l0,OOO and not mon1thllll **SI00,000** foreachsuch failure.

Signature:_, ,. _ —_ —

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. [a]
a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action: [a]
a. bid/offer/application
b. initial award
c. post-award

3. Report Type: [a]
a. initial
b. material change

For Material Change Only:
year ____ quarter ____
date of last report ____

2. Name and Address of Reporting Entity
[ ] Prime [✓] Subawardee
Tier _____, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Spectrum Center, Suite 300. Irvine, CA 92330

Congressional District, if known

Congressional District, if known

6. Federal Department/Agency:
Riverside County Transportation Commission

7. Federal Program Name/Description:
On-Call Right of Way Services

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

[ ] [ ] (attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)
$ _____ [ ] actual [ ] planned

13. Form of Payment (check all that apply):
a. cash
b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)
[ ] a. retainer
[ ] b. one-time fee
[ ] c. commission
[ ] d. contingent fee
[ ] e deferred
[ ] f. other, specify _____

[ ] [✓]

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:
Daniel Z. Moreno

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** **No** _____

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Daniel Z. Moreno _____

Title: Managing Partner

Telephone No.: 909-580-0610 Date: 07/16/2025

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Standard Form LLL Rev. 04-28-06

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EXHIBIT 10-Q DISCLOSURE OFLOBBY! ·c ACTIVITIES

COMPLETE TIIIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
0C, contract
b. grant
c. cooperative agreement
d. loan
c. loan guarantee
f. loan insurance

2. Status of Federal Action:
bid/offer application
b. initial award
c. post-award

3. Report Type:
C:JGJ tnttial
b. material change

For Material Change Only:
year __ quarter ____ _
date of last report _____

4. :-lame and Address of Reporting Entity
D Prime ◆bawardee
Tier _1_, ifknown
Congressional District, if known

S. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Congressional District. if known

6. **Federal Department/Agency:**

7. **Federal Program Name/Description:**
CFDA Number, if applicable _____

8. **Federal Action Number**, if known:

9. **Award Amount, if** known:

10. **Name and Address of Lobby Entity**
(If individual. last name. first name. MI)

11. Jndividuals Performing Services
(including address if different from No. 10)
(last name. first name. MI)

(allach Continuation Sheet(s) if necessary)

12. Am ount of P a y m e n t (check all that apply)
☐ actual ☐ planned
S (2Q U

14. T◆pe of Pa◆rnenl (check all that apply)
a. retainer
b. one-time fee ____
c. commission
d. contingent fee
e deferred A//
f. other, specify-----"1/ . .. /1. tf

13. Form of P:1yment (check all that apply):
B a.cash
b. in-kind: specify: nature ◆
Value

IS. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), cmployee(s), or membcr(s) contacted, for Payment Indicated in Item 12:

(attach Conti◆on Sheet(s◆ssary)

16. Continuation Sheet(s) attached: Yes No ◆

17. lnfom1ation requested through this fonn is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction made or entered into. This disclos◆re is required pursualll to 31 U.S.C 1352. This mfom1at1on "11! be reported to Congress semiannually and "ill be available for public inspection. Any person"'ho fails file the required disclosure shall beSllbject a ci,i!penalty of not less than SI0,000 and not more than SI 00.000 for each such failt1re.

Title: President
Signature: 4tll
Date: 8/6/25
Telephone No.: 949-496-8699

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EXHIBIT 10-Q DISCLOSURE OF LOBBY! 'G ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

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Agreement No. 25-31-092-00

PROFESSIONAL SERVICES AGREEMENT
WITH PROPOSITION 1B, FTA AND FHWA FUNDING ASSISTANCE

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
BENDER ROSENTHAL INC.
FOR ON-CALL
RIGHT OF WAY SUPPORT SERVICES

Parties and Date.

This Agreement is made and entered into this __ day of _____, 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and Bender Rosenthal Inc. ("Consultant"), a California Corporation. The Commission and Consultant are sometimes referred to herein individually as “Party”, and collectively as the “Parties”.

Recitals.

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

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

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

D. A source of funding for payment for on-call professional consulting services provided under this Agreement may be State Proposition 1B funds, Federal Highway Administration Funds (“FHWA”) administered by the California Department of Transportation (“Caltrans”), and/or funds from the Federal Transit Administration (“FTA”).

E. Consultant desires to perform and assume responsibility for the provision of certain on-call right of way support services in the County of Riverside, California. Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the Commission and the Consultant (“Task Order”). Consultant represents that it is experienced in providing such

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services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

F. The Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a “Project” under this Agreement).

G. Commission may engage Consultant to provide services for the benefit of the Western Riverside Regional Conservation Authority ("RCA").

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the on-call right of way support services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Orders issued by the Commission’s Executive Director or designee. No Services shall be performed unless authorized by a fully executed Task Order. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Pre-Award Audit. As a result of the federal funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a “Notice to Proceed” or other authorization to proceed under a Task Order may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before Services are commenced under a Task Order. The funding provided under this Agreement is contingent on meeting all Federal requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant’s files shall be maintained in a manner to facilitate Federal and State process reviews. In addition, the applicable federal agency, or Caltrans acting in behalf of a federal agency, may require that prior to performance of any work for which Federal reimbursement is requested and provided, that said federal agency or Caltrans must give to Commission an “Authorization to Proceed”.

3. Audit Procedures. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant’s cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant’s responsibility to ensure federal, state, or local government officials are allowed full access to the CPA’s work papers

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including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 23 and 24 of this Agreement.

4. Term.

4.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end three (3) years from the date set forth above, unless extended by contract amendment. In no case shall the term of this Agreement exceed three (3) years. All Task Order work should be completed within the term.

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

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

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

6. Consultant's Representative. Consultant hereby designates Renee Baur to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any

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other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

7. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are: Renee Baur, Principal Project Manager; Chip Willet, Technical Advisor; Nicole Cornell, Assistant Project Manager; Rebekah Green, Relocation Manager; Lucas Smith, Acquisition Manager; and Dave Wraa, Appraisal Coordination, or as otherwise identified in the Task Order.

8. Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be

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under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance.

10. Task Orders; Commencement of Services; Schedule of Services. Consultant shall commence Services under a Task Order within five (5) days of receiving a fully executed Task Order from the Commission. Task Orders shall be in substantially the form set forth in Exhibit "B" attached hereto and incorporated herein by reference. Each Task Order shall identify the funding source(s) to be used to fund the Services under the relevant Task Order, and Consultant shall comply with the requirements specified herein, and in the attached exhibits, applicable to the identified funding source(s).

Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of Services set forth in a Task Order ("Schedule"). Consultant represents that it has the professional and technical personnel to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of Commission's Contract Administrator, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

10.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, on a bi-weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

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

11. Delay in Performance.

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

11.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 12.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

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

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

13. Appearance at Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

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

15. Claims Filed by Contractor.

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

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

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

15.4 Nothing contained in this Section shall be construed to in any way limit Consultant's indemnification obligations contained in Sections 28 and 29. In the case of any conflict between this Section and Sections 28 and 29, Sections 28 and 29 shall govern. This Section is not intended to obligate the Commission to reimburse Consultant for time spent by its personnel related to Contractor claims for which Consultant is required to indemnify and defend the Commission pursuant to Section 29 of this Agreement.

16. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term set forth herein the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement. In the event copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

17. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. For example, and not by way of limitation, Consultant shall keep itself fully informed of and in compliance with all implementing regulations, design standards, specifications, previous commitments that must be incorporated in the design of the Project, and administrative controls including those of the United States Department of Transportation. Compliance with Federal procedures may include completion of the applicable environmental documents and

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approved by the United States Department of Transportation. For example, and not by way of limitation, a signed Categorical Exclusion, Finding of No Significant Impact, or published Record of Decision may be required to be approved and/or completed by the United States Department of Transportation. For Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

18. Fees and Payment.

18.1 Consultant shall be reimbursed of hours worked at the hourly rates specified in the Consultant's approved cost proposal, attached hereto as Exhibit "C". The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.

18.2 In addition, Consultant shall be reimbursed for incurred (actual) direct costs other than salary costs that are included in the attached Exhibit "C" and identified in the approved Task Order.

18.3 Specific projects may be assigned to Consultant through issuance of Task Orders, as set forth in this Agreement. Task Orders may be negotiated for a lump sum (firm fixed price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in the attached Exhibit "C". Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

18.4 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in Exhibit "C". In addition, payments to Consultant for travel and subsistence expenses claimed for reimbursement shall not exceed State rates, unless otherwise authorized by Commission. If the rates invoiced are in excess of State rates, and Commission has not otherwise approved said rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to the Commission on demand.

18.5 When milestone cost estimates are included in the approved Cost Proposal for a Task Order, Consultant shall obtain prior written approval in the form of an amendment to the Task Order for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

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18.6 Progress payments for each Task Order shall be made monthly in arrears based on Services provided and actual costs incurred.

18.7 Consultant shall not commence performance of work or services until this Agreement has been approved by Commission, and a Task Order has been authorized as detailed in Section 2 of this Agreement. No payment will be made prior to approval or for any work performed prior to approval of this Agreement and receipt of Commission's Task Order Authorization.

18.8 Consultant shall be reimbursed within forty-five (45) days upon receipt by Commission's Contract Administrator of itemized invoices in duplicate. Separate invoices, itemizing all costs, are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone on each project as applicable. Invoices shall follow the format stipulated for the authorized Task Order, or as otherwise agreed upon by the Parties and shall reference this Agreement number, project title and Task Order number. Credits due Commission that includes any equipment purchased under the provisions of Section 25 Equipment Purchase of this Agreement must be reimbursed by consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to Commission's Contract Administrator at the following address:

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

18.9 The total amount payable by Commission, shall not exceed the amount set forth in each Task Order.

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

18.11 Commission has or will enter into three (3) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("On-Call ROW Support Task Order Contracts"). The other On-Call ROW Support Task Order Contracts are Monument ROW Inc. (Agreement No. 25-31-146-00), and Epic Land Solutions Inc. (Agreement No. 25-31-145-00). The total amount payable by Commission for the On-Call ROW Support Task Order Contracts shall not exceed a cumulative maximum total value of Three Million, Three Hundred Thousand Dollars ($3,300,000) ("NTE Sum"). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the On-Call ROW Support Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the On-Call ROW Support Task Order Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the On- Call ROW Support Task Order Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum.

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Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

19. Disputes.

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

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

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

20. Termination.

20.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

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

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

20.4 Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein,

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and deliver to the Commission all Documents and Data, as defined in this Agreement, as may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress.

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

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

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

20.8 Consultant may not terminate this Agreement except for cause.

21. Cost Principles and Administrative Requirements.

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

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

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

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

22. Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their

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respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement. The State, State Auditor, Commission, FHWA, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and it's certified public accountants (CPA) work papers that are pertinent to this Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

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

23. Audit Review Procedures.

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

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

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

24. Subcontracting.

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

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

24.3 Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by Commission.

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

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

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

25. Equipment Purchase

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

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

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

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

26. Labor Code Requirements.

26.1 Prevailing Wages.

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

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

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

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

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

26.3 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

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

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

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

27. Ownership of Materials/Confidentiality.

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

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

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

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

27.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary

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rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

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

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

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

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

27.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

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

27.5 Provisions applicable to RCA. To the extent the Services are performed for the benefit of RCA, the rights granted in Section 27 to the Commission shall also be granted to RCA.

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

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

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

29. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, RCA Caltrans and their directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, inverse condemnation, and any claims related to property acquisition and relocation rules or failure to detect or abate hazardous materials, which are brought by a third party, and which , in any manner arise out of or are incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, RCA ,Caltrans, and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, RCA ,Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, RCA, Caltrans and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, RCA , Caltrans or their directors, officials officers, employees, consultants, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligations as set forth in this Section 29 shall survive expiration or termination of this Agreement.

30. Insurance.

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

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

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insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

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

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

30.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. For Consultant, such insurance shall be in an amount not less than $1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than $2,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

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

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as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

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

(a) General Liability.

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

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

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

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

(c) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with

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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, RCA, Caltrans and their directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission RCA and Caltrans (if agreed to in a written contract or agreement) before the Commission's, RCA's 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) 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

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cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

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

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

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

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

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

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

30.9 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. Policies of commercial general liability insurance

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provided by such subcontractors or subconsultants shall be endorsed to name the Commission, RCA and Caltrans as additional insureds using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

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

31. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

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

32. Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

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

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

33. Prohibited Interests.

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

33.2 Consultant Conflict of Interest

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

(b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

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

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

(e) Except for subconsultants whose services are limited to

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providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

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

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

33.5 Covenant Against Contingent Fees. As required in connection with federal funding, the Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Commission shall have the right to terminate this Agreement without liability pursuant to the terms herein, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

33.7 Covenant Against Expenditure of Commission, State or Federal Funds for Lobbying. The Consultant certifies that to the best of his/ her knowledge and belief no state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or

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the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(a) If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the Consultant shall complete and submit the attached Exhibit "G", Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the attached instructions.

(b) The Consultant's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section 3.23.5 be included in all Consultant subcontracts which exceed $100,000, and that all such subcontractors shall certify and disclose accordingly.

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

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

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

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

37. Disputes; Attorneys' Fees.

37.1 Prior to commencing any action hereunder, the Parties shall attempt in good faith to resolve any dispute arising between them. The pendency of a dispute shall not excuse Consultant from full and timely performance of the Services.

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37.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and, all other costs of such actions.

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

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

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

CONSULTANT:
Bender Rosenthal Inc.
2825 Watt Avenue
Suite 200
Sacramento, CA 95821
Attn: Renee Baur

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

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

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

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

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

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

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45. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided by this Agreement are provided, in whole or in part, from the United States Department of Transportation, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Department of Transportation Requirements and California Department of Transportation (Caltrans) DBE program requirements) attached hereto and incorporated herein by reference. When funding for the Services under a Task Order is provided, in whole or in part, from the FTA, Consultant shall also fully and adequately comply with the provisions included in Exhibit "F" (FTA Requirements) attached hereto and incorporated herein by reference

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

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

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

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

50. Attorney Client Privilege. The Parties recognize that, during the Project, the Commission and its attorneys will engage in communication that gives rise to an attorney client privilege of confidentiality ("Confidential Communication"). Given the nature of the work done by Consultant for the Commission, it may be necessary for the Consultant to participate in Confidential Communications. To the extent that (i) the Consultant is a party to any Confidential Communication, and (ii) a third party seeks discovery of such communications, then the Consultant shall be deemed to be an agent of the Commission solely for purposes of preserving any attorney client privilege in the relevant Confidential Communication. Any such attorney client privilege shall be held by the Commission and the Consultant is not authorized to waive that privilege or, otherwise, disclose such Confidential Communication except as set forth below. This Section is intended to maintain the privilege in any privileged Confidential Communications that are (1) between and among Commission, Consultant, and Commission's attorneys; (2) between Consultant (on behalf of the Commission) and Commission's attorneys; (3) Confidential Communications that occur in Closed Session meetings wherein the Commission, the Commission's attorneys and Consultant are present; and (4) between Commission and Consultant wherein the substance of the Confidential Communication is conveyed to/from the Consultant.

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Consultant may disclose a Confidential Communication to the extent such disclosure is required by legal process, by a court of competent jurisdiction or by any other governmental authority, provided that any such disclosure shall be limited to the specific part of the Confidential Communication required to be disclosed and provided that Consultant first comply with the requirements set forth in this paragraph. As soon as practicable after Consultant becomes aware that it is required, or may become required, to disclose the Confidential Communication for such reason, Consultant shall notify the Commission in writing, in order to allow the Commission to pursue legal remedies designed to limit the Confidential Communication required to be disclosed or to assure the confidential treatment of the disclosed information following its disclosure. Consultant shall cooperate with the Commission, on a reimbursable basis, to assist the Commission in limiting the scope of disclosure or assuring the confidential treatment of any disclosed information.

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

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

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

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

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

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

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[Signatures on following page]

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SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH PROPOSITION 1B, FTA AND FHWA FUNDING ASSISTANCE FOR
RIGHT OF WAY SUPPORT SERVICES

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

RIVERSIDE COUNTY TRANSPORTATION COMMISSION		**CONSULTANT BENDER ROSENTHAL INC**
By: _____ Aaron Hake		By: _____ Signature
		_____ Name
Approved as to Form:		_____ Title
By: _____ Best, Best & Krieger LLP General Counsel		**ATTEST:**
		By: _____
		Its: _____

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* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"
SCOPE OF SERVICES

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RIGHT OF WAY SUPPORT SERVICES

SCOPE OF SERVICES

The Riverside County Transportation Commission (Commission) and the Western Riverside County Regional Conservation Authority (RCA) have procured one or more Consultants (Consultant or Right of Way Support Services Consultant) to provide Right of Way Support Services on an On-Call/as needed basis in support of current Commission and RCA Projects, Measure A Projects, and projects done in partnership with other agencies, pursuant to Task Orders issued in the sole discretion of the Commission and/or the RCA.

Task Orders shall be awarded through an additional qualification-based selection process.

Such Right of Way Support Services may include, but are not limited to, the following work programs, and/or comply with applicable requirements below:

- Project Management

  Consultant shall provide project management services for all functions and tasks under this contract. Consultant shall be responsible for project management and planning, scheduling, cost estimates, budgeting, and coordination with Consultant and Commission and/or RCA staff, sub consultants and other on-call Commission and/or RCA consultants, reporting, documentation of all activities and maintaining all records and documents. Consultant shall plan, organize, facilitate and prepare meeting minutes for regular and/or periodic status meetings as requested by the Commission and/or the RCA. Consultant shall ensure project completion based on milestones and deadlines and that all work complies with applicable Federal, State and local statues and regulations, including but not limited to the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.), the California Code of Civil Procedure, the Uniform Standards for Federal Land Acquisition Act, the California Public Utilities Code, the California Streets and Highways Code, the Federal Transit Administration Real Estate Policies, the Caltrans Right of Way Manual, and the Commission's and the RCA's Right of Way Manual.

- Title & Escrow Services

  Consultant shall order preliminary title reports, vesting deeds, title policies, and litigation guarantees as needed, coordinate opening and closing of escrows, monitor progress, determine title deficiencies, provide assistance to resolve and cure title deficiencies, and assist in obtaining any partial reconveyances.

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- Appraisal Coordination

  Consultant shall coordinate with the Commission's and the RCA's on-call appraisal, appraisal review, goodwill, and fixtures and equipment consultants to perform internal review of appraisals prior to submittal to Review Appraiser.

- Acquisition/Negotiation

  Consultant shall provide all acquisition services, including, but not limited to, coordinating all phases of the acquisition, assuring that acquisition schedules meet project schedules, documenting all activity, and maintaining all records and documents. Consultant shall prepare all written correspondence, any administrative settlements, and shall coordinate with Commission's and/or RCA's legal counsel and any other on-call consultants as required. Consultant shall prepare acquisition packages, including recommendation of the amount of just compensation or market value, and maintain parcel diaries for each file.

- Relocation Assistance

  Consultant shall provide relocation services to assure that displaced individuals and businesses promptly receive relocation benefits consistent with federal, state, and local regulations, Caltrans Policies and Procedures, and the Commission's and/or the RCA's Right of Way Policies and Procedures.

- Utility Relocation Coordination

  Consultant shall work with Commission and/or RCA staff and other participating agencies to provide utility relocation services that may include, but not be limited to, identifying public and private utilities, researching and identifying prior rights, obtaining utility as-built plans, coordination of potholing and field surveys with the design team, preparation of utility agreements, and obtaining relocation plans and cost estimates from the utility owners.

- Eminent Domain Coordination

  Consultant shall coordinate, assist and participate as required with Commission and Commission's legal counsel in the activities required for Resolutions of Necessity, Caltrans's Condemnation Evaluation and Panel Review Meetings, mediations, depositions and trials.

- RCA Property Owner Outreach

  Consultant shall prepare mailings to various properties for land necessary for conservation efforts, as an example, Willing Seller, Habitat Acquisition and Negotiation Strategies (HANS), Grant Funded requiring Department of General Services approvals, and Donation acquisitions.

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- Property Management

  Consultant shall perform property management activities related to acquired properties until construction start, including but not limited to, property maintenance, repair, coordination of rental activities, demolition, and clearance of property improvements.

- Property Maintenance and Repair Services

  Consultant shall perform property maintenance and repair services, including but not limited to, weed abatement and vegetation control, litter removal and clean-up of debris, fencing repairs, and installation, maintenance, and repair of property signs related to property owned by Commission or RCA.

- Right of Way Certification

  Consultant shall ensure that all right of way requirements have been secured by the date required. Consultant shall prepare the Right of Way Certification forms and assemble and package all supporting documents for submittal to Caltrans. Consultant shall respond to any comments and revise as necessary.

- Construction Support

  Consultant shall assist Commission and/or RCA in all phases of construction, including Temporary Construction Easement notifications, preparing and providing Right of Way Obligation lists, utility coordination, and contractor compliance with Right of Way agreements.

- Project Closeout

  Prepare and process conveyance deeds to transfer all acquired right of way to Caltrans or other third-party entities, if applicable. Process final utility invoices and close out utility files. Prepare files and submit to Caltrans and/or the Commission or the RCA.

Other right of way services may include, but not be limited to the following:

- Obtaining Rights of Entry
- Preparing Railroad Agreements
- Review of Site Assessment Reports
- Provide bilingual acquisition and relocation agents
- Identify potential excess land for planning purposes

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EXHIBIT "B"

SAMPLE TASK ORDER FORM

ON--CALL RIGHT OF WAY SUPPORT SERVICES

REQUEST FOR TASK ORDER PROPOSAL

Background
The Riverside County Transportation Commission (the "Commission") issued Request for Proposal No. 25-31-092-00 (the "RFP"), on July 2, 2025 to seek out a bench of qualified consultants to provide on-call right of way support services. Pursuant to the RFP, the Commission selected 3 qualified firms to serve as on-call consultants for various right of way support services ("Consultants"). The RFP specified that the Commission will seek proposals from the selected firms for right of way support consulting projects, as needed. The selected firms are: Bender Rosenthal Inc.; Epic Land Solutions; Monument ROW.

This Right of Way Support Services Request for Task Order Proposal ("Task Order RFP") seeks the following services:

_____
_____
_____

Process Timeline
The Commission intends to award a rail/transit operations consulting services task order for the above described services ("Task Order") pursuant to this Task Order RFP to the highest ranked proposal, subject to limitations, in accordance with the following timeline:

a. Requests for Clarification

The deadline for requests for clarification regarding this Task Order RFP is (INSERT DATE). Requests for clarification shall be submitted via email to _____.

b. Proposal Deadline Date

i. The Commission will accept proposals submitted to the Commission office prior to (INSERT DATE and Time).

ii. Proposals must be submitted to _____ in _____ format.

Submittal Requirements
Each proposal submitted in response to this Task Order RFP must include the following information in the order specified below.

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The proposal content and format is as follows:

a. Proposals shall be typed and submitted on 8.5 x 11 inch paper. Charts and schedules may be included in 11" x 17" format, which will be counted as 2 pages and included in the total page count. Proposals should not exceed **__ pages** in length, excluding any RCTC-provided forms or attachments. The beginning of a section must be clearly indicated between sections on a page.

b. Proposals must include the following sections, organized as indicated.

SECTION 1 – PROPOSAL LETTER

Proposal Letter: This letter must be signed by a person or persons authorized to legally bind the Consultant to enter into the Task Order.

SECTION 2 – QUALIFICATIONS OF FIRM AND PERSONNEL

This section should identify the qualifications of the firm, the individuals and any subconsultants proposed to provide the Task Order services. These must be individuals proposed by Consultant in the original RFP.

ii. Provide qualification information regarding your firm's and the proposed personnel's qualifications, descriptions of relevant projects previously performed and references for this particular Task Order RFP, including:

(A) experience of your firm in performing similar services, and examples of such services, including references. Include any information that may be of value to the Commission in evaluating your firm's qualifications for the Task Order services;

(B) each key person who will perform the required services and their key role(s);

(C) descriptions of the experience and qualifications of proposed key personnel;

(D) descriptions of relevant projects previously performed by the proposed key personnel. Include what services were performed, the date of the project, and unique features of the project which would be beneficial to the Commission; and

(E) a written assurance that the key individuals listed and identified will perform the work and will not be substituted with other personnel without the Commission's prior approval.

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SECTION 3 – UNDERSTANDING AND APPROACH

Describe the services and activities that your firm proposes to provide to the Commission. Include the following information:

Demonstrate your firm's understanding of the nature of the work and the approach to be taken. Provide an explanation of the approach to providing the services requested under this Task Order RFP. Describe how Consultant would tailor its services to meet the needs of the Commission addressing the tasks and discussing the deliverables. Include a detailed proposed timeline for completing the services. Provide a list of documents and/or information your firm anticipates needing from the Commission and its consultants to perform the services.

SECTION 4 – PROPOSAL PRICING

Proposal Pricing Form. Provide a proposed price for this Task Order request. Pricing shall itemize all items that will be charged to this Task Order, including anticipated mileage, printing or other direct cost categories previously identified in your firm's Schedule of Other Direct Costs. Costs shall be segregated to show staff hours, rates, classifications, administrative overhead, and other direct costs, if any. Hourly rates must not exceed rates for classifications noted in the original RFP

Evaluation Process

a. Basis of Award

Proposals will be evaluated in accordance with the stated evaluation criteria. The Commission reserves the right to award the contract not to a proposer with the highest ranked proposal, but to the proposal who will provide the best overall match to the task order requirements. The Commission also reserves the right to postpone a decision, request follow up material, or cancel or withdraw this request in its sole and absolute discretion. The Commission will award the Task Order to the best overall match to the Task Order RFP requirements and who serves the Commission's interest.

b. Evaluation Criteria – **100** total points possible

1. **Qualifications of Firm and Personnel** (INSERT NUMBER points max)

Experience in performing work similar in nature and/or related to the work described in this Task Order RFP; appropriateness of personnel to their assigned work tasks; logic of project organization; adequacy of labor commitment.

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2. **Understanding & Approach** (INSERT NUMBER points max)

Depth of Offeror's understanding of Commission's requirements listed in this Task Order RFP; understanding of the project issues and potential conflicts; and ability to meet deadlines.

3. **Cost** (INSERT NUMBER points max)

Reasonableness of the total cost based on anticipated requirements; adequacy of data in support of figures quoted; basis on which prices are quotes.

$$\text{Proposer Price Score} = \frac{\text{Lowest Price Proposed}}{\text{Proposer's Price}} \quad X \quad ____ \text{ Points}$$

Commission Rights

a) The Commission shall not be liable for proposal preparation related expenses.

b) The Commission retains the right to negotiate with the highest scoring Consultant if it chooses not to accept the proposal as offered.

c) The Commission retains the right to consider any other factors it deems necessary to comply with federal and/or state law.

d) The Commission retains the right to accept or reject any and all proposals, or any part thereof, at its discretion.

e) The Commission retains the right to cancel, amend or withdraw the entire Task Order RFP.

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VI. Notification and Debriefing

Consultants submitting a proposal pursuant to this Task Order RFP shall be informed of the Commission's decision regarding award of the Task Order. Any Consultant not awarded a Task Order pursuant to this Task Order RFP may request an explanation regarding the strengths and weaknesses of its proposal. Such request must be made within ten (10) days of notification of Task Order award.

EXHIBIT "C"

COMPENSATION SUMMARY

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EXHIBIT "C"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
	Prime Consultant:	
BENDER ROSENTHAL INC.	Right of Way Support Services	$ 3,300,000.00
	Sub Consultants:	
Mark Thomas & Company Inc.	Utility Relocation & GIS Support Services	TBD per Task Order
Epic Land Solutions, Inc	Property Management & Maintenance Services	TBD per Task Order
Commonwealth Land Title Insurance Company	Title & Escrow Services	TBD per Task Order
	TOTAL COSTS	**$ 3,300,000.00**

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

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EXHIBIT "D"

FHWA/ CALTRANS REQUIREMENTS

1. STATEMENT OF COMPLIANCE.

A. Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. If this Agreement is federally funded, the Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. If this Agreement is federally funded, the Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations,

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including employment practices when the Agreement covers a program whose goal is employment.

2. DEBARMENT AND SUSPENSION CERTIFICATION

CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COMMISSION.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

3. DISCRIMINATION

The Commission shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the implementation of the Caltrans DBE program or the requirements of 49 CFR Part 26. The Commission shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, of sex in the performance of this Agreement. Consultant or subcontractor shall carry out applicable requirements of 49 CFR Part 26 and the Caltrans DBE program in the award and administration of DOT-assisted contracts, as further set forth below. Failure by the Consultant or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Commission deems appropriate.

4. PROMPT PAYMENT

Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the

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prime contractor receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission. This clause applies to both DBE and non-DBE subcontractors.

5. RELEASE OF RETAINAGE

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

6. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either Party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or "whistleblower" actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

7. DBE PARTICIPATION

This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" as amended by the October 3, 2025, United States Department of Transportation (DOT) Interim Final Rule, and as may be further amended by the final rule, the terms of which are incorporated herein by reference.

A. **This Agreement has a DBE goal of 0%.**

B. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and

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administration of US DOT- assisted agreements. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Commission, Caltrans or the Department of Transportation deems appropriate.

C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

8. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

In accordance with 49 CFR Part 29, which by this reference is incorporated herein, Consultant's subconsultants completed and submitted the Certificate of subconsultant Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion as part of the Consultant's proposal. If it is later determined that Consultant's subconsultants knowingly rendered an erroneous Certificate, the Commission may, among other remedies, terminate this Agreement.

9. ENVIRONMENTAL COMPLIANCE

a. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

b. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, and by signing this Agreement, Consultant certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

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EXHIBIT "E"

CONSULTANT DBE COMMITMENT

[NOT USED]

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EXHIBIT "F"

FTA PROVISIONS

[attached behind this page]

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FTA FUNDING REQUIREMENTS

As used herein, "RCTC" shall have the same meaning as the "Commission." The term "contract" or "Contract" shall have the same meaning as the "Agreement." The term "Consultant" shall have the same meaning as "Contractor" as used in the Agreement.

1. No Obligation by the Federal Government

a. RCTC and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

3. Access to Records

The Consultant agrees to the following access to records requirements:

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a. To provide RCTC, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 C.F.R. 633.5, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b. To make available in the case of a contract for a capital project or improvement, as defined above and awarded by other than competitive bidding in accordance with 49 U.S.C. 5325(a), records related to the contract to RCTC, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

c. To maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until RCTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

e. To require all subconsultants to comply with this provision.

4. Federal Changes

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RCTC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination – The following nondiscrimination requirements apply to the underlying contract:

(a) Consultant shall comply with:

(i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;

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(ii) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, including any amendments thereto.

(iii) Federal transit law, specifically 49 U.S.C. § 5332.

(b) The following is prohibited:

(i) Discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age.

(ii) Exclusion from participating in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332.

(iii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332.

(iv) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(b) Consultant shall follow:

(i) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

(ii) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3.

(iii) All other applicable federal guidance that may be issued.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. . In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, Federal transit law at 49 U.S.C. § 5332, the Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42

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U.S.C. § 6101 *et seq*., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq*., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq*., and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability, and that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. FTA Disadvantaged Business Enterprise (DBE) Requirements

A. General DBE Requirements: In accordance with Federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), Commission has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs" (the "Regulations"). The Contract is subject to these stipulated regulations. In order to ensure that Commission achieves its overall DBE Program goals and objectives, Commission encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds.

It is the policy of the Commission to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;

3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;

4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;

5. Help remove barriers to the participation of DBEs in DOT assisted contracts;

6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

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7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

B. Discrimination: Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Any terms used herein that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations.

C. Commission's Race-Neutral DBE Program: A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, Commission does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. There is no FTA DBE goal on this Project.

Consultant shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, Consultant shall adhere to race-neutral DBE participation commitment(s) made at the time of award.

D. DBE Certification Status: If a listed DBE subconsultant is decertified during the life of this Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a non-DBE subconsultant becomes a certified DBE during the life of this Agreement, the DBE subconsultant shall notify Consultant in writing with the date of certification. Consultant shall furnish the written documentation to Commission in a timely manner. Consultant shall include this requirement in all subcontracts.

E. Consultant's Assurance Clause Regarding Non-Discrimination: In compliance with State and Federal anti-discrimination laws, Consultant shall affirm that it will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, Consultant shall affirm that they will consider, and utilize subconsultants and vendors, in a manner consistent with non-discrimination objectives.

F. Violations: Failure by the selected Consultant(s) to carry out these requirements shall be a material breach of the contract to be awarded pursuant to this RFP, which may result in the

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termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

I. Prompt Payment: Consultant shall pay its subconsultants for satisfactory performance of their contracts no later than 30 days from receipt of each payment Commission makes to the Consultant. 49 C.F.R. § 26.29(a), unless a shorter period is provided in the contract.

J. Compliance with DBE Requirements Contained in FTA Provisions: Consultant shall comply with all DBE reporting and other requirements contained in this Agreement.

7. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any RCTC requests which would cause RCTC to be in violation of the FTA terms and conditions.

8. Debarment and Suspension.

The Consultant agrees to the following:

(1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.

(2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subconsultant whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended recipients or third party participants.

(3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.

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(4) Consultant agrees to include, and require all subconsultants to include, this provision in all subcontracts.

9. ADA Access Requirements

The Consultant shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d).

10. Fly America

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To the extent applicable to the Services, the Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

11. Cargo Preference - Use of United States-Flag Vessels

To the extent applicable to the Services, the Consultant agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Consultant in the case of a subconsultant's bill-of-lading.)

3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

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12. Buy America

To the extent applicable, the Consultant shall comply with the following:

1. The domestic preference procurement requirements of 49 U.S.C. 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. 5323(j).

2. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

3. Procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), 49 U.S.C. § 5323(u) (limitation on certain rolling stock procurements), and their implementing regulations.

13. Employment Provisions

To the extent applicable to the Services, Consultant shall comply with the following:

A. [For a construction or maintenance project over $2,000] **Davis–Bacon Act, as amended (40 U.S.C. 3141–3148).** When applicable, Contractor shall comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor shall also comply with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations shall be reported to the FTA.

B. [For contracts in excess of $100,000 that involve the employment of mechanics or laborers] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** When applicable, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages

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of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

C. [For contracts not involving construction] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3702).** Consultant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

D. [For contracts involving commerce] **Fair Labor Standards Act (FLSA) (29 USC 201, et. seq.)**. Consultant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the contract involving commerce,

E. Release of Retainage

No retainage will be withheld by the RCTC from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant.

14. Termination for Convenience

RCTC may terminate the Agreement for convenience in accordance with the terms of the Agreement.

After such termination, the Consultant shall submit a final termination settlement proposal to RCTC as directed. If the Consultant fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Consultant because of the termination and shall pay the amount determined. After the Consultant's proposal is received, RCTC and Consultant shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, RCTC may issue a

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final determination and pay the amount determined. If the Consultant does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Consultant may appeal under the Disputes clause.

15. Administrative and Contractual Remedies on Breach; Termination for Cause

a. The Consultant may be declared in breach of this Agreement ("Breach") if the Consultant fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Consultant fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms. In case of any of the foregoing, RCTC shall notify the Consultant of the Breach, and the Consultant shall have a period of ten (10) days (or such longer period as RCTC may authorize in writing) after receipt of notice from RCTC to cure the Breach.

b. RCTC may, by written notice of termination to the Consultant specifying the effective date thereof, terminate the whole or any part of this contract, in the case of a Breach that is not cured within the timeframe set forth in (a) above ("Uncured Breach").

c. If the contract is terminated in whole or in part for an Uncured Breach, RCTC may procure upon such terms and in such manner as RCTC may deem appropriate, supplies or services similar to those so terminated, or may complete the services with its own forces. The Consultant shall be liable to RCTC for any excess costs for such similar supplies or services, and for any other costs incurred by RCTC as a result of the Uncured Breach. The Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

d. Except with respect to defaults of Subconsultants, the Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and the Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required project completion schedule.

e. Payment for completed services or supplies delivered to and accepted by RCTC shall be at the contract price. RCTC may withhold from amounts otherwise due the Consultant for such completed services or supplies such sum as RCTC determines to be necessary to protect RCTC against loss because of outstanding liens of claims of former lien holders, or to reimburse RCTC for any other costs related to the Uncured Breach.

f. If, after notice of termination of this contract for cause, it is determined for any reason that an Uncured Breach did not exist, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions for termination for convenience of RCTC.

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g. The rights and remedies of RCTC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

h. Notwithstanding the above, RCTC may, without providing an opportunity to cure, terminate the contract in accordance with the timeframe set forth in Section 17 of the contract, if RCTC determines such action is in its best interest based on the nature of the Breach. Such actions shall not limit any of RCTC's remedies set forth above.

16. Disputes

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by RCTC's Deputy Executive Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the RCTC Deputy Executive Director shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Consultant mails or otherwise furnishes to the RCTC Deputy Executive Director a written appeal addressed to RCTC's Executive Director. The decision of RCTC Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Consultant shall proceed diligently with the performance of this Agreement and in accordance with the decision of RCTC's Deputy Executive Director. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any RCTC official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

17. Lobbying

See the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also

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disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Offeror shall complete and submit with its bid/proposal the attached Certification Regarding Lobbying, and if applicable, the Standard Form-LLL, "Disclosure Form to Report Lobbying."

18. Energy Conservation

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

19. Clean Water

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

20. Clean Air

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

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(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

c. The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

21. Solid Wastes

Recovered Materials - The Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

22. Safe Operation of Motor Vehicles

Pursuant to Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party consultant to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

a. The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or RCTC.
b. The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

23. Notification to FTA.

a. If a current or prospective legal matter that may affect the Federal Government emerges, the Consultant must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which this Agreement is being performed. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

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c. *Additional Notice to U.S. DOT Inspector General*. The Consultant must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Commission located, if Consultant has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Consultant. In this paragraph, "promptly" means to refer information without delay and without change.

24. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

25. Prohibited Transactions

Consultant certifies that:

a. Consultant does not have any unpaid Federal tax liability assessed, for which all judicial and administrative have been exhausted or have lapsed, and that in a timely manner pursuant to an agreement authority responsible for collecting the tax liability

b. Consultant was not convicted of the felony criminal violation Federal law within the preceding 24 months.

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c. If Consultant cannot so certify, RCTC agrees to refer the matter to FTA and not to enter into any contract with Consultant without FTA's written approval

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

26. Trafficking in Persons.

a. Consultant shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended; 22 U.S.C. § 7104(g); and the terms of this section.

b. Definitions. Consultant agrees that for purposes of this section:

(i) Employee, for purposes of this section only, means either an individual who is employed by the Consultant or whose services are provided on a volunteer basis for the Consultant, and is participating in the Project or related activities as set forth in the Agreement,

(ii) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102. 23

(iv) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(vi) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

c. Consultant requirements:

(i) Consultant shall inform FTA and RCTC immediately of any information it receives from any source alleging a violation of the prohibitions in this section.

(ii) Consultant agrees that it and its employees that participate in this Agreement, may not:

(1) Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect,

(2) Procure a commercial sex act during the period of time that this Agreement is in effect, or

(3) Use forced labor in the performance of this Agreement or any subagreements hereunder.

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

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EXHIBIT "G"

LOBBYING ACTIVITIES DISCLOSURE

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)

☐ a. retainer
b. one-time fee
c. commission
d. contingent fee
e deferred
f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** **No**

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Renee Baur

Title: Chief Executive Officer

Telephone No.: (916) 978-4900 Date: 8/6/25

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary) ☐

16. Continuation Sheet(s) attached: **Yes** ☐ **No**

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

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Not applicable to Mark Thomas (No lobbying activities to report)

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity
☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)
$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):
☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: ☐ **Yes** ☐ **No**

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: David A. Moritz
Print Name: **Dave Moritz, PLS**
Title: **Regional Business Leader + Principal**
Telephone No.: **(949) 477-9000** Date: **7/29/25**

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
D a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
D a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
D a. initial
b. material change

For Material Change Only:
year____ quarter ___
date of last report ___

4. Name and Address of Reporting Entity
☐ Prime D Subawardee
Tier ___ , if known

Congressional District, if known

5. If **Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**

Congressional District, if known

6. Federal Department/ Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9.Award Amount, if known:

Name and Address of Lobby Entity
(If individual, last name, first name, **MI)**

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)
$ _____ D actual D planned

13. Form of Payment (check all that apply):
B a. cash
b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)
a. retainer
b. one-time fee
c. comm1ss1on
d. contingent fee
e deferred
f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: Yes D No D

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. I352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty ofnot less than $ I0,000 and not more than $100,000 for each such failure.

Signature: [ ] [ ] — [ ] [ ] —Print
Name: Griffin Wayne
Title: Vice President
Telephone No.: (714) 749-0036 Date: **08/06/2025**

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Agreement No. 25-31-145-00

**PROFESSIONAL SERVICES AGREEMENT
WITH PROPOSITION 1B, FTA AND FHWA FUNDING ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
EPIC LAND SOLUTIONS, INC.
FOR ON-CALL
RIGHT OF WAY SUPPORT SERVICES**

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Parties and Date.

This Agreement is made and entered into this __ day of _____, 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and Epic Land Solutions, Inc. ("Consultant"), a California Corporation. The Commission and Consultant are sometimes referred to herein individually as “Party”, and collectively as the “Parties”.

Recitals.

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

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

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

D. A source of funding for payment for on-call professional consulting services provided under this Agreement may be State Proposition 1B funds, Federal Highway Administration Funds (“FHWA”) administered by the California Department of Transportation (“Caltrans”), and/or funds from the Federal Transit Administration (“FTA”).

E. Consultant desires to perform and assume responsibility for the provision of certain on-call right of way support services in the County of Riverside, California. Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the Commission and the Consultant (“Task Order”). Consultant represents that it is experienced in providing such

services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

F. The Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a “Project” under this Agreement).

G. Commission may engage Consultant to provide services for the benefit of the Western Riverside Regional Conservation Authority ("RCA").

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the on-call right of way support services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Orders issued by the Commission’s Executive Director or designee. No Services shall be performed unless authorized by a fully executed Task Order. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Pre-Award Audit. As a result of the federal funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a “Notice to Proceed” or other authorization to proceed under a Task Order may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before Services are commenced under a Task Order. The funding provided under this Agreement is contingent on meeting all Federal requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant’s files shall be maintained in a manner to facilitate Federal and State process reviews. In addition, the applicable federal agency, or Caltrans acting in behalf of a federal agency, may require that prior to performance of any work for which Federal reimbursement is requested and provided, that said federal agency or Caltrans must give to Commission an “Authorization to Proceed”.

3. Audit Procedures. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant’s cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant’s responsibility to ensure federal, state, or local government officials are allowed full access to the CPA’s work papers

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including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 23 and 24 of this Agreement.

4. Term.

4.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end three (3) years from the date set forth above, unless extended by contract amendment. In no case shall the term of this Agreement exceed three (3) years. All Task Order work should be completed within the term.

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

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

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

6. Consultant's Representative. Consultant hereby designates Darcy Mendoza to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any

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other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

7. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are: Darcy Mendoza, Program Manager; Tyler Kelleher, Acquisition & Relocation Manager; Mike Mays, Utilities Manager; Maria Sauza, Senior Right of Way Agent; Christine Wasfi, Right of Way Agent; Katy Brackett, Right of Way Agent; Vivian Lanza Orellana, Project Support Specialist; Bernadette Salto, Utilities Coordinator; Theresa Armistead, Senior Right of Way Agent; Joseph Manning, Right of Way Agent; and Janielle Edge, Right of Way Agent, or as otherwise identified in the Task Order.

8. Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and not as an employee, agent or

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representative of the Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance.

10. Task Orders; Commencement of Services; Schedule of Services. Consultant shall commence Services under a Task Order within five (5) days of receiving a fully executed Task Order from the Commission. Task Orders shall be in substantially the form set forth in Exhibit "B" attached hereto and incorporated herein by reference. Each Task Order shall identify the funding source(s) to be used to fund the Services under the relevant Task Order, and Consultant shall comply with the requirements specified herein, and in the attached exhibits, applicable to the identified funding source(s).

Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of Services set forth in a Task Order ("Schedule"). Consultant represents that it has the professional and technical personnel to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of Commission's Contract Administrator, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

10.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, on a bi-weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

10.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services.

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Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

11. Delay in Performance.

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

11.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 12.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

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

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

13. Appearance at Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

14. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the

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cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator, Caltrans and FHWA to inspect or review Consultant's work in progress at any reasonable time.

15. Claims Filed by Contractor.

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

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

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

15.4 Nothing contained in this Section shall be construed to in any way limit Consultant's indemnification obligations contained in Sections 28 and 29. In the case of any conflict between this Section and Sections 28 and 29, Sections 28 and 29 shall govern. This Section is not intended to obligate the Commission to reimburse Consultant for time spent by its personnel related to Contractor claims for which Consultant is required to indemnify and defend the Commission pursuant to Section 29 of this Agreement.

16. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term set forth herein the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement. In the event copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

17. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA

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

18. Fees and Payment.

18.1 Consultant shall be reimbursed of hours worked at the hourly rates specified in the Consultant's approved cost proposal, attached hereto as Exhibit "C". The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.

18.2 In addition, Consultant shall be reimbursed for incurred (actual) direct costs other than salary costs that are included in the attached Exhibit "C" and identified in the approved Task Order.

18.3 Specific projects may be assigned to Consultant through issuance of Task Orders, as set forth in this Agreement. Task Orders may be negotiated for a lump sum (firm fixed price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in the attached Exhibit "C". Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

18.4 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in Exhibit "C". In addition, payments to Consultant for travel and subsistence expenses claimed for reimbursement shall not exceed State rates, unless otherwise authorized by Commission. If the rates invoiced are in excess of State rates, and Commission has not otherwise approved said rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to the Commission on demand.

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18.5 When milestone cost estimates are included in the approved Cost Proposal for a Task Order, Consultant shall obtain prior written approval in the form of an amendment to the Task Order for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

18.6 Progress payments for each Task Order shall be made monthly in arrears based on Services provided and actual costs incurred.

18.7 Consultant shall not commence performance of work or services until this Agreement has been approved by Commission, and a Task Order has been authorized as detailed in Section 2 of this Agreement. No payment will be made prior to approval or for any work performed prior to approval of this Agreement and receipt of Commission's Task Order Authorization.

18.8 Consultant shall be reimbursed within forty-five (45) days upon receipt by Commission's Contract Administrator of itemized invoices in duplicate. Separate invoices, itemizing all costs, are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone on each project as applicable. Invoices shall follow the format stipulated for the authorized Task Order, or as otherwise agreed upon by the Parties and shall reference this Agreement number, project title and Task Order number. Credits due Commission that includes any equipment purchased under the provisions of Section 25 Equipment Purchase of this Agreement must be reimbursed by consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to Commission's Contract Administrator at the following address:

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

18.9 The total amount payable by Commission, shall not exceed the amount set forth in each Task Order.

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

18.11 Commission has or will enter into three (3) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("On-Call ROW Support Task Order Contracts"). The other On-Call ROW Support Task Order Contracts are Monument ROW Inc. (Agreement No. 25-31-146-00), and Bender Rosenthal, Inc. (Agreement No. 25-31-092-00). The total amount payable by Commission for the On-Call ROW Support Task Order Contracts shall not exceed a cumulative maximum total value of Three Million, Three Hundred Thousand Dollars ($3,300,000) ("NTE Sum"). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the On-Call ROW Support Task

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Order Contracts through Task Orders. Each time a Task Order is awarded under any of the On-Call ROW Support Task Order Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the On-Call ROW Support Task Order Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

19. Disputes.

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

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

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

20. Termination.

20.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

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

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

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

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

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

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

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

20.8 Consultant may not terminate this Agreement except for cause.

21. Cost Principles and Administrative Requirements.

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

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

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

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

22. Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters

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connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement. The State, State Auditor, Commission, FHWA, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and it's certified public accountants (CPA) work papers that are pertinent to this Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

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

23. Audit Review Procedures.

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

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

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

24. Subcontracting.

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

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

24.3 Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by Commission.

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

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

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

25. Equipment Purchase

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

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

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

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200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the Project.

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

26. Labor Code Requirements.

26.1 Prevailing Wages.

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

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

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

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

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

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

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not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

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

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

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

27. Ownership of Materials/Confidentiality.

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

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

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

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

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

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

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

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

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

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

27.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by

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

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

27.5 Provisions applicable to RCA. To the extent the Services are performed for the benefit of RCA, the rights granted in Section 27 to the Commission shall also be granted to RCA.

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

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

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

29. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, RCA Caltrans and their directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, inverse condemnation, and any claims related to property acquisition and relocation rules or failure to detect or abate hazardous materials, which are brought by a third party, and which , in any manner arise out of or are incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, RCA ,Caltrans, and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, RCA ,Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, RCA, Caltrans and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, RCA , Caltrans or their directors, officials officers, employees, consultants, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligations as set forth in this Section 29 shall survive expiration or termination of this Agreement.

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30. Insurance.

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

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

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

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

30.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. For Consultant, such insurance shall be in an amount not less than $1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant

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shall obtain such insurance in an amount not less than $2,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

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

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

(a) General Liability.

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

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

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

(b) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, RCA, Caltrans and their directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the

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insurance coverage shall be primary insurance as respects the Commission, RCA, Caltrans and their directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, RCA, Caltrans and their directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(c) Workers' Compensation and Employers Liability Coverage.

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

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

(d) All Coverages.

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

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

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission RCA and Caltrans (if agreed to in a written contract or agreement) before the Commission's, RCA's 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) 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

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

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

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

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

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

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

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

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

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

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

31. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

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

32. Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be

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performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

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

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

33. Prohibited Interests.

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

33.2 Consultant Conflict of Interest

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

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(b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

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

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

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

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

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

33.5 Covenant Against Contingent Fees. As required in connection with federal funding, the Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Commission shall have the right to terminate this Agreement without liability pursuant to the terms herein, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

33.6 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or

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other unlawful consideration, either promised or paid to any Commission employee. For breach or violation of this warranty, Commission shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

33.7 Covenant Against Expenditure of Commission, State or Federal Funds for Lobbying. The Consultant certifies that to the best of his/ her knowledge and belief no state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(a) If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the Consultant shall complete and submit the attached Exhibit "G", Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with the attached instructions.

(b) The Consultant's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section 3.23.5 be included in all Consultant subcontracts which exceed $100,000, and that all such subcontractors shall certify and disclose accordingly.

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

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

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initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

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

37. Disputes; Attorneys' Fees.

37.1 Prior to commencing any action hereunder, the Parties shall attempt in good faith to resolve any dispute arising between them. The pendency of a dispute shall not excuse Consultant from full and timely performance of the Services.

37.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and, all other costs of such actions.

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

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

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

CONSULTANT:
Epic Land Solutions, Inc.
3850 Vine Street
Suite 200
Riverside, CA 92507
Attn: Darcy Mendoza

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.

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

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

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

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

45. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided by this Agreement are provided, in whole or in part, from the United States Department of Transportation, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Department of Transportation Requirements and California Department of Transportation (Caltrans) DBE program requirements) attached hereto and incorporated herein by reference. When funding for the Services under a Task Order is provided, in whole or in part, from the FTA, Consultant shall also fully and adequately comply with the provisions included in Exhibit "F" (FTA Requirements) attached hereto and incorporated herein by reference

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

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

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

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

50. Attorney Client Privilege. The Parties recognize that, during the Project, the Commission and its attorneys will engage in communication that gives rise to an attorney client privilege of confidentiality ("Confidential Communication"). Given the nature of the

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work done by Consultant for the Commission, it may be necessary for the Consultant to participate in Confidential Communications. To the extent that (i) the Consultant is a party to any Confidential Communication, and (ii) a third party seeks discovery of such communications, then the Consultant shall be deemed to be an agent of the Commission solely for purposes of preserving any attorney client privilege in the relevant Confidential Communication. Any such attorney client privilege shall be held by the Commission and the Consultant is not authorized to waive that privilege or, otherwise, disclose such Confidential Communication except as set forth below. This Section is intended to maintain the privilege in any privileged Confidential Communications that are (1) between and among Commission, Consultant, and Commission's attorneys; (2) between Consultant (on behalf of the Commission) and Commission's attorneys; (3) Confidential Communications that occur in Closed Session meetings wherein the Commission, the Commission's attorneys and Consultant are present; and (4) between Commission and Consultant wherein the substance of the Confidential Communication is conveyed to/from the Consultant.

Consultant may disclose a Confidential Communication to the extent such disclosure is required by legal process, by a court of competent jurisdiction or by any other governmental authority, provided that any such disclosure shall be limited to the specific part of the Confidential Communication required to be disclosed and provided that Consultant first comply with the requirements set forth in this paragraph. As soon as practicable after Consultant becomes aware that it is required, or may become required, to disclose the Confidential Communication for such reason, Consultant shall notify the Commission in writing, in order to allow the Commission to pursue legal remedies designed to limit the Confidential Communication required to be disclosed or to assure the confidential treatment of the disclosed information following its disclosure. Consultant shall cooperate with the Commission, on a reimbursable basis, to assist the Commission in limiting the scope of disclosure or assuring the confidential treatment of any disclosed information.

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

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

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

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

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

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

[Signatures on following page]

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SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH PROPOSITION 1B, FTA AND FHWA FUNDING ASSISTANCE FOR
RIGHT OF WAY SUPPORT SERVICES

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

RIVERSIDE COUNTY TRANSPORTATION COMMISSION		**CONSULTANT** **EPIC LAND SOLUTIONS, INC**
By: _____ Aaron Hake		By: _____ Signature
		_____ Name
Approved as to Form:		_____ Title
By: _____ Best, Best & Krieger LLP General Counsel		**ATTEST:**
		By: _____
		Its: _____

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* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"

SCOPE OF SERVICES

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RIGHT OF WAY SUPPORT SERVICES

SCOPE OF SERVICES

The Riverside County Transportation Commission (Commission) and the Western Riverside County Regional Conservation Authority (RCA) have procured one or more Consultants (Consultant or Right of Way Support Services Consultant) to provide Right of Way Support Services on an On-Call/as needed basis in support of current Commission and RCA Projects, Measure A Projects, and projects done in partnership with other agencies, pursuant to Task Orders issued in the sole discretion of the Commission and/or the RCA.

Task Orders shall be awarded through an additional qualification-based selection process.

Such Right of Way Support Services may include, but are not limited to, the following work programs, and/or comply with applicable requirements below:

- Project Management

  Consultant shall provide project management services for all functions and tasks under this contract. Consultant shall be responsible for project management and planning, scheduling, cost estimates, budgeting, and coordination with Consultant and Commission and/or RCA staff, sub consultants and other on-call Commission and/or RCA consultants, reporting, documentation of all activities and maintaining all records and documents. Consultant shall plan, organize, facilitate and prepare meeting minutes for regular and/or periodic status meetings as requested by the Commission and/or the RCA. Consultant shall ensure project completion based on milestones and deadlines and that all work complies with applicable Federal, State and local statues and regulations, including but not limited to the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.), the California Code of Civil Procedure, the Uniform Standards for Federal Land Acquisition Act, the California Public Utilities Code, the California Streets and Highways Code, the Federal Transit Administration Real Estate Policies, the Caltrans Right of Way Manual, and the Commission's and the RCA's Right of Way Manual.

- Title & Escrow Services

  Consultant shall order preliminary title reports, vesting deeds, title policies, and litigation guarantees as needed, coordinate opening and closing of escrows, monitor progress, determine title deficiencies, provide assistance to resolve and cure title deficiencies, and assist in obtaining any partial reconveyances.

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- Appraisal Coordination

  Consultant shall coordinate with the Commission's and the RCA's on-call appraisal, appraisal review, goodwill, and fixtures and equipment consultants to perform internal review of appraisals prior to submittal to Review Appraiser.

- Acquisition/Negotiation

  Consultant shall provide all acquisition services, including, but not limited to, coordinating all phases of the acquisition, assuring that acquisition schedules meet project schedules, documenting all activity, and maintaining all records and documents. Consultant shall prepare all written correspondence, any administrative settlements, and shall coordinate with Commission's and/or RCA's legal counsel and any other on-call consultants as required. Consultant shall prepare acquisition packages, including recommendation of the amount of just compensation or market value, and maintain parcel diaries for each file.

- Relocation Assistance

  Consultant shall provide relocation services to assure that displaced individuals and businesses promptly receive relocation benefits consistent with federal, state, and local regulations, Caltrans Policies and Procedures, and the Commission's and/or the RCA's Right of Way Policies and Procedures.

- Utility Relocation Coordination

  Consultant shall work with Commission and/or RCA staff and other participating agencies to provide utility relocation services that may include, but not be limited to, identifying public and private utilities, researching and identifying prior rights, obtaining utility as-built plans, coordination of potholing and field surveys with the design team, preparation of utility agreements, and obtaining relocation plans and cost estimates from the utility owners.

- Eminent Domain Coordination

  Consultant shall coordinate, assist and participate as required with Commission and Commission's legal counsel in the activities required for Resolutions of Necessity, Caltrans's Condemnation Evaluation and Panel Review Meetings, mediations, depositions and trials.

- RCA Property Owner Outreach

  Consultant shall prepare mailings to various properties for land necessary for conservation efforts, as an example, Willing Seller, Habitat Acquisition and Negotiation Strategies (HANS), Grant Funded requiring Department of General Services approvals, and Donation acquisitions.

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- Property Management

  Consultant shall perform property management activities related to acquired properties until construction start, including but not limited to, property maintenance, repair, coordination of rental activities, demolition, and clearance of property improvements.

- Property Maintenance and Repair Services

  Consultant shall perform property maintenance and repair services, including but not limited to, weed abatement and vegetation control, litter removal and clean-up of debris, fencing repairs, and installation, maintenance, and repair of property signs related to property owned by Commission or RCA.

- Right of Way Certification

  Consultant shall ensure that all right of way requirements have been secured by the date required. Consultant shall prepare the Right of Way Certification forms and assemble and package all supporting documents for submittal to Caltrans. Consultant shall respond to any comments and revise as necessary.

- Construction Support

  Consultant shall assist Commission and/or RCA in all phases of construction, including Temporary Construction Easement notifications, preparing and providing Right of Way Obligation lists, utility coordination, and contractor compliance with Right of Way agreements.

- Project Closeout

  Prepare and process conveyance deeds to transfer all acquired right of way to Caltrans or other third-party entities, if applicable. Process final utility invoices and close out utility files. Prepare files and submit to Caltrans and/or the Commission or the RCA.

Other right of way services may include, but not be limited to the following:

- Obtaining Rights of Entry
- Preparing Railroad Agreements
- Review of Site Assessment Reports
- Provide bilingual acquisition and relocation agents
- Identify potential excess land for planning purposes

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EXHIBIT "B"

SAMPLE TASK ORDER FORM

ON--CALL RIGHT OF WAY SUPPORT SERVICES

REQUEST FOR TASK ORDER PROPOSAL

Background
The Riverside County Transportation Commission (the "Commission") issued Request for Proposal No. 25-31-092-00 (the "RFP"), on July 2, 2025 to seek out a bench of qualified consultants to provide on-call right of way support services. Pursuant to the RFP, the Commission selected 3 qualified firms to serve as on-call consultants for various right of way support services ("Consultants"). The RFP specified that the Commission will seek proposals from the selected firms for right of way support consulting projects, as needed. The selected firms are: Bender Rosenthal Inc.; Epic Land Solutions; Monument ROW.

This Right of Way Support Services Request for Task Order Proposal ("Task Order RFP") seeks the following services:

_____
_____
_____

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Process Timeline
The Commission intends to award a rail/transit operations consulting services task order for the above described services ("Task Order") pursuant to this Task Order RFP to the highest ranked proposal, subject to limitations, in accordance with the following timeline:

a. Requests for Clarification

The deadline for requests for clarification regarding this Task Order RFP is (INSERT DATE). Requests for clarification shall be submitted via email to _____.

b. Proposal Deadline Date

i. The Commission will accept proposals submitted to the Commission office prior to (INSERT DATE and Time).

ii. Proposals must be submitted to _____ in _____ format.

Submittal Requirements
Each proposal submitted in response to this Task Order RFP must include the following information in the order specified below.

The proposal content and format is as follows:

a. Proposals shall be typed and submitted on 8.5 x 11 inch paper. Charts and schedules may be included in 11" x 17" format, which will be counted as 2 pages and included in the total page count. Proposals should not exceed **__ pages** in length, excluding any RCTC-provided forms or attachments. The beginning of a section must be clearly indicated between sections on a page.

b. Proposals must include the following sections, organized as indicated.

SECTION 1 – PROPOSAL LETTER

Proposal Letter: This letter must be signed by a person or persons authorized to legally bind the Consultant to enter into the Task Order.

SECTION 2 – QUALIFICATIONS OF FIRM AND PERSONNEL

This section should identify the qualifications of the firm, the individuals and any subconsultants proposed to provide the Task Order services. These must be individuals proposed by Consultant in the original RFP.

ii. Provide qualification information regarding your firm's and the proposed personnel's qualifications, descriptions of relevant projects previously performed and references for this particular Task Order RFP, including:

(A) experience of your firm in performing similar services, and examples of such services, including references. Include any information that may be of value to the Commission in evaluating your firm's qualifications for the Task Order services;

(B) each key person who will perform the required services and their key role(s);

(C) descriptions of the experience and qualifications of proposed key personnel;

(D) descriptions of relevant projects previously performed by the proposed key personnel. Include what services were performed, the date of the project, and unique features of the project which would be beneficial to the Commission; and

(E) a written assurance that the key individuals listed and identified will perform the work and will not be substituted with other personnel without the Commission's prior approval.

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SECTION 3 – UNDERSTANDING AND APPROACH

Describe the services and activities that your firm proposes to provide to the Commission. Include the following information:

Demonstrate your firm's understanding of the nature of the work and the approach to be taken. Provide an explanation of the approach to providing the services requested under this Task Order RFP. Describe how Consultant would tailor its services to meet the needs of the Commission addressing the tasks and discussing the deliverables. Include a detailed proposed timeline for completing the services. Provide a list of documents and/or information your firm anticipates needing from the Commission and its consultants to perform the services.

SECTION 4 – PROPOSAL PRICING

Proposal Pricing Form. Provide a proposed price for this Task Order request. Pricing shall itemize all items that will be charged to this Task Order, including anticipated mileage, printing or other direct cost categories previously identified in your firm's Schedule of Other Direct Costs. Costs shall be segregated to show staff hours, rates, classifications, administrative overhead, and other direct costs, if any. Hourly rates must not exceed rates for classifications noted in the original RFP

Evaluation Process

a. Basis of Award

Proposals will be evaluated in accordance with the stated evaluation criteria. The Commission reserves the right to award the contract not to a proposer with the highest ranked proposal, but to the proposal who will provide the best overall match to the task order requirements. The Commission also reserves the right to postpone a decision, request follow up material, or cancel or withdraw this request in its sole and absolute discretion. The Commission will award the Task Order to the best overall match to the Task Order RFP requirements and who serves the Commission's interest.

b. Evaluation Criteria – **100** total points possible

1. **Qualifications of Firm and Personnel** (INSERT NUMBER points max)

Experience in performing work similar in nature and/or related to the work described in this Task Order RFP; appropriateness of personnel to their assigned work tasks; logic of project organization; adequacy of labor commitment.

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2. **Understanding & Approach** (INSERT NUMBER points max)

Depth of Offeror's understanding of Commission's requirements listed in this Task Order RFP; understanding of the project issues and potential conflicts; and ability to meet deadlines.

3. **Cost** (INSERT NUMBER points max)

Reasonableness of the total cost based on anticipated requirements; adequacy of data in support of figures quoted; basis on which prices are quotes.

$$\text{Proposer Price Score} = \frac{\text{Lowest Price Proposed}}{\text{Proposer's Price}} \quad X \quad \underline{\quad\quad} \text{ Points}$$

Commission Rights

a) The Commission shall not be liable for proposal preparation related expenses.

b) The Commission retains the right to negotiate with the highest scoring Consultant if it chooses not to accept the proposal as offered.

c) The Commission retains the right to consider any other factors it deems necessary to comply with federal and/or state law.

d) The Commission retains the right to accept or reject any and all proposals, or any part thereof, at its discretion.

e) The Commission retains the right to cancel, amend or withdraw the entire Task Order RFP.

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VI. Notification and Debriefing

Consultants submitting a proposal pursuant to this Task Order RFP shall be informed of the Commission's decision regarding award of the Task Order. Any Consultant not awarded a Task Order pursuant to this Task Order RFP may request an explanation regarding the strengths and weaknesses of its proposal. Such request must be made within ten (10) days of notification of Task Order award.

EXHIBIT "C"

COMPENSATION AND PAYMENT

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EXHIBIT "C"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
	Prime Consultant:	
Epic Land Solutions, Inc.	Right of Way Support Services	$ 3,300,000.00
	Sub Consultants:	
Regency Right of Way Consulting, LLC	Right of Way Acquisition, Relocation, and Title Review Support.	TBD per Task Order
	TOTAL COSTS	**$ 3,300,000.00**

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

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EXHIBIT "D"

FHWA/ CALTRANS REQUIREMENTS

1. STATEMENT OF COMPLIANCE.

A. Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. If this Agreement is federally funded, the Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. If this Agreement is federally funded, the Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations,

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including employment practices when the Agreement covers a program whose goal is employment.

2. DEBARMENT AND SUSPENSION CERTIFICATION

CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COMMISSION.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

3. DISCRIMINATION

The Commission shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the implementation of the Caltrans DBE program or the requirements of 49 CFR Part 26. The Commission shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, of sex in the performance of this Agreement. Consultant or subcontractor shall carry out applicable requirements of 49 CFR Part 26 and the Caltrans DBE program in the award and administration of DOT-assisted contracts, as further set forth below. Failure by the Consultant or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Commission deems appropriate.

4. PROMPT PAYMENT

Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the

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prime contractor receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission. This clause applies to both DBE and non-DBE subcontractors.

5. RELEASE OF RETAINAGE

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

6. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either Party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or "whistleblower" actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

7. DBE PARTICIPATION

This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" as amended by the October 3, 2025, United States Department of Transportation (DOT) Interim Final Rule, and as may be further amended by the final rule, the terms of which are incorporated herein by reference.

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A. **This Agreement has a DBE goal of 0%.**

B. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Commission, Caltrans or the Department of Transportation deems appropriate.

C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

8. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

In accordance with 49 CFR Part 29, which by this reference is incorporated herein, Consultant's subconsultants completed and submitted the Certificate of subconsultant Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion as part of the Consultant's proposal. If it is later determined that Consultant's subconsultants knowingly rendered an erroneous Certificate, the Commission may, among other remedies, terminate this Agreement.

9. ENVIRONMENTAL COMPLIANCE

a. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

b. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, and by signing this Agreement, Consultant certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

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EXHIBIT "E"

CONSULTANT DBE COMMITMENT

[not used]

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EXHIBIT "F"

FTA PROVISIONS

[attached behind this page]

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FTA FUNDING REQUIREMENTS

As used herein, "RCTC" shall have the same meaning as the "Commission." The term "contract" or "Contract" shall have the same meaning as the "Agreement." The term "Consultant" shall have the same meaning as "Contractor" as used in the Agreement.

1. No Obligation by the Federal Government

a. RCTC and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

3. Access to Records

The Consultant agrees to the following access to records requirements:

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a. To provide RCTC, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 C.F.R. 633.5, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b. To make available in the case of a contract for a capital project or improvement, as defined above and awarded by other than competitive bidding in accordance with 49 U.S.C. 5325(a), records related to the contract to RCTC, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

c. To maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until RCTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

e. To require all subconsultants to comply with this provision.

4. Federal Changes

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RCTC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination – The following nondiscrimination requirements apply to the underlying contract:

(a) Consultant shall comply with:

(i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;

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(ii) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, including any amendments thereto.

(iii) Federal transit law, specifically 49 U.S.C. § 5332.

(b) The following is prohibited:

(i) Discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age.

(ii) Exclusion from participating in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332.

(iii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332.

(iv) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(b) Consultant shall follow:

(i) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

(ii) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3.

(iii) All other applicable federal guidance that may be issued.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. . In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, Federal transit law at 49 U.S.C. § 5332, the Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42

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U.S.C. § 6101 *et seq*., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq*., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq*., and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability, and that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. FTA Disadvantaged Business Enterprise (DBE) Requirements

A. General DBE Requirements: In accordance with Federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), Commission has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs" (the "Regulations"). The Contract is subject to these stipulated regulations. In order to ensure that Commission achieves its overall DBE Program goals and objectives, Commission encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds.

It is the policy of the Commission to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;

3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;

4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;

5. Help remove barriers to the participation of DBEs in DOT assisted contracts;

6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

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7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

B. Discrimination: Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Any terms used herein that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations.

C. Commission's Race-Neutral DBE Program: A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, Commission does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. There is no FTA DBE goal on this Project.

Consultant shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, Consultant shall adhere to race-neutral DBE participation commitment(s) made at the time of award.

D. DBE Certification Status: If a listed DBE subconsultant is decertified during the life of this Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a non-DBE subconsultant becomes a certified DBE during the life of this Agreement, the DBE subconsultant shall notify Consultant in writing with the date of certification. Consultant shall furnish the written documentation to Commission in a timely manner. Consultant shall include this requirement in all subcontracts.

E. Consultant's Assurance Clause Regarding Non-Discrimination: In compliance with State and Federal anti-discrimination laws, Consultant shall affirm that it will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, Consultant shall affirm that they will consider, and utilize subconsultants and vendors, in a manner consistent with non-discrimination objectives.

F. Violations: Failure by the selected Consultant(s) to carry out these requirements shall be a material breach of the contract to be awarded pursuant to this RFP, which may result in the

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termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

I. Prompt Payment: Consultant shall pay its subconsultants for satisfactory performance of their contracts no later than 30 days from receipt of each payment Commission makes to the Consultant. 49 C.F.R. § 26.29(a), unless a shorter period is provided in the contract.

J. Compliance with DBE Requirements Contained in FTA Provisions: Consultant shall comply with all DBE reporting and other requirements contained in this Agreement.

7. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any RCTC requests which would cause RCTC to be in violation of the FTA terms and conditions.

8. Debarment and Suspension.

The Consultant agrees to the following:

(1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.

(2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subconsultant whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended recipients or third party participants.

(3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.

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(4) Consultant agrees to include, and require all subconsultants to include, this provision in all subcontracts.

9. ADA Access Requirements

The Consultant shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d).

10. Fly America

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To the extent applicable to the Services, the Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

11. Cargo Preference - Use of United States-Flag Vessels

To the extent applicable to the Services, the Consultant agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Consultant in the case of a subconsultant's bill-of-lading.)

3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

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12. Buy America

To the extent applicable, the Consultant shall comply with the following:

1. The domestic preference procurement requirements of 49 U.S.C. 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. 5323(j).

2. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

3. Procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), 49 U.S.C. § 5323(u) (limitation on certain rolling stock procurements), and their implementing regulations.

13. Employment Provisions

To the extent applicable to the Services, Consultant shall comply with the following:

A. [For a construction or maintenance project over $2,000] **Davis–Bacon Act, as amended (40 U.S.C. 3141–3148).** When applicable, Contractor shall comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor shall also comply with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations shall be reported to the FTA.

B. [For contracts in excess of $100,000 that involve the employment of mechanics or laborers] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** When applicable, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages

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of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

C. [For contracts not involving construction] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3702).** Consultant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

D. [For contracts involving commerce] **Fair Labor Standards Act (FLSA) (29 USC 201, et. seq.)**. Consultant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the contract involving commerce,

E. Release of Retainage

No retainage will be withheld by the RCTC from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant.

14. Termination for Convenience

RCTC may terminate the Agreement for convenience in accordance with the terms of the Agreement.

After such termination, the Consultant shall submit a final termination settlement proposal to RCTC as directed. If the Consultant fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Consultant because of the termination and shall pay the amount determined. After the Consultant's proposal is received, RCTC and Consultant shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, RCTC may issue a

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final determination and pay the amount determined. If the Consultant does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Consultant may appeal under the Disputes clause.

15. Administrative and Contractual Remedies on Breach; Termination for Cause

a. The Consultant may be declared in breach of this Agreement ("Breach") if the Consultant fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Consultant fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms. In case of any of the foregoing, RCTC shall notify the Consultant of the Breach, and the Consultant shall have a period of ten (10) days (or such longer period as RCTC may authorize in writing) after receipt of notice from RCTC to cure the Breach.

b. RCTC may, by written notice of termination to the Consultant specifying the effective date thereof, terminate the whole or any part of this contract, in the case of a Breach that is not cured within the timeframe set forth in (a) above ("Uncured Breach").

c. If the contract is terminated in whole or in part for an Uncured Breach, RCTC may procure upon such terms and in such manner as RCTC may deem appropriate, supplies or services similar to those so terminated, or may complete the services with its own forces. The Consultant shall be liable to RCTC for any excess costs for such similar supplies or services, and for any other costs incurred by RCTC as a result of the Uncured Breach. The Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

d. Except with respect to defaults of Subconsultants, the Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and the Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required project completion schedule.

e. Payment for completed services or supplies delivered to and accepted by RCTC shall be at the contract price. RCTC may withhold from amounts otherwise due the Consultant for such completed services or supplies such sum as RCTC determines to be necessary to protect RCTC against loss because of outstanding liens of claims of former lien holders, or to reimburse RCTC for any other costs related to the Uncured Breach.

f. If, after notice of termination of this contract for cause, it is determined for any reason that an Uncured Breach did not exist, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions for termination for convenience of RCTC.

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g. The rights and remedies of RCTC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

h. Notwithstanding the above, RCTC may, without providing an opportunity to cure, terminate the contract in accordance with the timeframe set forth in Section 17 of the contract, if RCTC determines such action is in its best interest based on the nature of the Breach. Such actions shall not limit any of RCTC's remedies set forth above.

16. Disputes

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by RCTC's Deputy Executive Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the RCTC Deputy Executive Director shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Consultant mails or otherwise furnishes to the RCTC Deputy Executive Director a written appeal addressed to RCTC's Executive Director. The decision of RCTC Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Consultant shall proceed diligently with the performance of this Agreement and in accordance with the decision of RCTC's Deputy Executive Director. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any RCTC official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

17. Lobbying

See the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also

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disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Offeror shall complete and submit with its bid/proposal the attached Certification Regarding Lobbying, and if applicable, the Standard Form-LLL, "Disclosure Form to Report Lobbying."

18. Energy Conservation

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

19. Clean Water

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

20. Clean Air

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

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(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

c. The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

21. Solid Wastes

Recovered Materials - The Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

22. Safe Operation of Motor Vehicles

Pursuant to Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party consultant to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

a. The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or RCTC.
b. The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

23. Notification to FTA.

a. If a current or prospective legal matter that may affect the Federal Government emerges, the Consultant must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which this Agreement is being performed. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

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c. *Additional Notice to U.S. DOT Inspector General*. The Consultant must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Commission located, if Consultant has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Consultant. In this paragraph, "promptly" means to refer information without delay and without change.

24. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

25. Prohibited Transactions

Consultant certifies that:

a. Consultant does not have any unpaid Federal tax liability assessed, for which all judicial and administrative have been exhausted or have lapsed, and that in a timely manner pursuant to an agreement authority responsible for collecting the tax liability

b. Consultant was not convicted of the felony criminal violation Federal law within the preceding 24 months.

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c. If Consultant cannot so certify, RCTC agrees to refer the matter to FTA and not to enter into any contract with Consultant without FTA's written approval

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

26. Trafficking in Persons.

a. Consultant shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended; 22 U.S.C. § 7104(g); and the terms of this section.

b. Definitions. Consultant agrees that for purposes of this section:

(i) Employee, for purposes of this section only, means either an individual who is employed by the Consultant or whose services are provided on a volunteer basis for the Consultant, and is participating in the Project or related activities as set forth in the Agreement,

(ii) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102. 23

(iv) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(vi) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

c. Consultant requirements:

(i) Consultant shall inform FTA and RCTC immediately of any information it receives from any source alleging a violation of the prohibitions in this section.

(ii) Consultant agrees that it and its employees that participate in this Agreement, may not:

(1) Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect,

(2) Procure a commercial sex act during the period of time that this Agreement is in effect, or

(3) Use forced labor in the performance of this Agreement or any subagreements hereunder.

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

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EXHIBIT "G"

LOBBYING ACTIVITIES DISCLOSURE

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** **No**

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Kari Anvick

Title: Vice President of California Operations

Telephone No.: (951) 329-9666

Date: 08/06/2025

Draft

Federal Use Only:

Standard Form - LLL

Standard Form LLL Rev. 04-28-06

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"Not Applicable. Regency Right of Way Consulting, LLC has no lobbying activities to disclose"

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)

☐ a. retainer
b. one-time fee
c. commission
d. contingent fee
e deferred
f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** **No**

Theresa Armistead

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Theresa Armistead

Title: Principal/Owner

Telephone No.: 626-260-1929 Date: 7/29/2025

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AGENDA ITEM 6K

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 12, 2025
TO:	Riverside County Transportation Commission
FROM:	Audit Ad Hoc Committee Monica Morales, Senior Management Analyst Lorelle Moe-Luna, Multimodal Services Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Federal Transit Administration Triennial Review Fiscal Year 2025 Results

AUDIT AD HOC COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file a report on the Federal Transit Administration (FTA) Fiscal Year 2025 Triennial Review.

BACKGROUND INFORMATION:

Pursuant to Chapter 53 of Title 49, United States Code Section 5307, the FTA is required to conduct a review at least every three years for recipients of urbanized area (UZA) formula grant funds. The Commission is a recipient of UZA formula grant funds, and therefore, subject to FTA review. The last review was completed in June 2022. The FTA does not consider this an audit, but rather a review of an agency's compliance with federal requirements, determined by examining a sample of grant management and program implementation practices. The Triennial Review examines the following 23 areas:

1. Legal
2. Financial Management and Capacity
3. Technical Capacity – Award Management
4. Technical Capacity – Program Management and Subrecipient Oversight
5. Technical Capacity – Project Management
6. Transit Asset Management (TAM)
7. Satisfactory Continuing Control
8. Maintenance
9. Procurement
10. Disadvantaged Business Enterprise (DBE)
11. Title VI
12. Americans with Disabilities Act (ADA) – General
13. Americans with Disabilities Act (ADA) – Complementary Paratransit (Not applicable)
14. Equal Employment Opportunity

15. School Bus (Not applicable)
16. Charter Bus (Not applicable)
17. Drug-free Workplace Act
18. Drug and Alcohol Program
19. Section 5307 Program Requirements
20. Section 5310 Program Requirements (Not applicable)
21. Section 5311 Program Requirements (Not applicable)
22. Public Transportation Agency Safety Plan (Not applicable)
23. Cybersecurity (Not applicable)

There were multiple steps of the FTA Triennial review process. In October 2024, the Commission was notified by FTA about the upcoming FY 2025 review. FTA requested pre-site visit documents including a self-assessment questionnaire for completion by January 2025. During that time, staff reviewed the materials provided and confirmed that of the 23 areas listed above, seven (7) are not applicable to the Commission. The next major step in the FTA Triennial Review process was the on-site visit with FTA staff and their reviewers, which took place from May 19 – 20, 2025. Commission staff from various departments and functions all participated in the interviews.

The FTA reviewers identified three (3) findings in three (3) areas that were described as deficiencies at the end of the site visit and documented these findings in the final report (Attachment 1). The three (3) findings are summarized in the table below:

Deficiency Section	Deficiency Description	Status
4. Technical Capacity – Program Management and Subrecipient Oversight.	Agreement with the Southern California Regional Rail Authority (SCRRA) missing information on federal subawards within required reporting timeline	Closed as of June 12, 2025. Staff submitted evidence of its revised procedures for reporting future subawards to FSRS timely prior to the issuance of the final report.
6. TAM	Missing documentation of Accountable Executive approval of the TAM Plan	Closed as of June 18, 2025. Staff submitted evidence of the Accountable Executive's approval of the current year's performance targets prior to the issuance of the final report.
12. Americans with Disabilities Act (ADA) - General	Imposition of improper service animal restrictions	Closed as of June 11, 2025. Staff submitted evidence of its revised RCTC Station Information and Code of Conduct signs that removed the service animal prohibition discussed above prior to the issuance of the final report.

The last step in the FTA Triennial review process was to complete corrective actions to address the deficiencies identified in the final report. Staff have already taken the necessary steps to correct the deficiencies identified as noted in the table above.

FISCAL IMPACT:

There is no fiscal impact for this item.

Attachment: FY 2025 FTA Triennial Review Final Report

U.S. Department of Transportation
Federal Transit Administration

REGION IX
Arizona, California,
Hawaii, Nevada, Guam,
American Samoa,
Northern Mariana Islands

888 South Figueroa Street
Suite 440
Los Angeles, CA 90017-5467
213-757-5999 (Southern California)
415-734-9490 (Bay Area)

June 25, 2025

Aaron Hake
Executive Director
Riverside County Transportation Commission
4080 Lemon St
Riverside, CA 92501

Re: Triennial Review – Draft Report

Dear Mr. Hake,

I am pleased to provide you with a copy of this Federal Transit Administration (FTA) draft report which documents the results of FTA's Fiscal Year (FY) 2025 Triennial Review of the Riverside County Transportation Commission (RCTC) in Riverside, CA. Although not an audit, the Triennial Review, as required by 49 U.S.C. 5307(f)(2), is the FTA's assessment of RCTC's compliance with Federal requirements, determined by examining a sample of award management and program implementation practices. As such, the Triennial Review is not intended as, nor does it constitute, a comprehensive and final review of compliance with program funding requirements.

Due to the Coronavirus 2019 (COVID-19) Public Health Emergency, the review was expanded to address RCTC's compliance with the administrative relief and flexibilities FTA granted and the requirements of the COVID-19 relief funds received through the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) of 2021, and the American Rescue Plan (ARP) Act of 2021.

The Triennial Review focused on RCTC's compliance in 23 areas. Deficiencies were found in three areas:

4. Technical Capacity – Program Management and Subrecipient Oversight

6. Transit Asset Management

12. Americans with Disabilities Act (ADA) – General

RCTC had no repeat deficiencies from the FY 2022 Triennial Review.

After the site visit, **RCTC provided corrective action responses to address/and close all deficiencies** noted in the report that follows.

Please review this draft report for accuracy and provide your comments to both the reviewer and your FTA Program Manager **within 10 business days from the date of this letter, July 10, 2025**. A final report that incorporates your comments to the draft report will be provided to you within 14 business days of your response.

Thank you for your cooperation and assistance during this Triennial Review. If you need any technical assistance or have any questions, please do not hesitate to contact Mahilet Amare, Team Leader, Southern California Office, at (213) 757-5982 or mahilet.amare@dot.gov or Tyler Bender, your reviewer, at (937) 299-5007 or tbender@rlsandassoc.com.

Sincerely,

DARIN J ALLAN

Digitally signed by DARIN J ALLAN
Date: 2025.06.25 13:48:06 -07'00'

For Ray Tellis
Regional Administrator

Attachment

DRAFT REPORT

FISCAL YEAR 2025
TRIENNIAL REVIEW

Of

Riverside County Transportation Commission
(RCTC)
Riverside, CA
#5807

Performed for:

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
REGION 9

Prepared By:

RLS & Associates, Inc.

Desk Review Dates: February 1-28, 2025
Scoping Meeting Dates: March 25-27, 2025
Site Visit Entrance Conference Date: May 19, 2025
Site Visit Exit Conference Date: May 28, 2025
Draft Report Date: June 25, 2025

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Executive Summary

This report documents the Federal Transit Administration's (FTA) Triennial Review of the Riverside County Transportation Commission (RCTC) of Riverside, CA. The FTA wants to ensure that awards are administered in accordance with the requirements of Federal public transportation law 49 U.S.C. Chapter 53. The review was performed by RLS & Associates (Contractor). During the site visit, the reviewers discussed the administrative and statutory requirements and reviewed recipient documents.

Due to the Coronavirus 2019 (COVID-19) Public Health Emergency, the FTA expanded the review to address RCTC's compliance with the administrative relief and flexibilities that the FTA granted, and the requirements of the COVID-19 Relief funds received through the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) of 2021, and the American Rescue Plan (ARP) Act of 2021. The FTA also requested the [RCTC] share if and/or how it suspended, deviated from, or significantly updated or altered its transit program due to the public health emergency.

1. Metric

The metrics used to evaluate whether a recipient is meeting the requirements for each of the areas reviewed are:

- Not Deficient (ND): An area is considered not deficient if, during the review, nothing came to light that would indicate the requirements within the area reviewed were not met.
- Deficient (D): An area is considered deficient if any of the requirements within the area reviewed were not met.
- Not Applicable (NA): An area can be deemed not applicable if, after an initial assessment, the recipient does not conduct activities for which the requirements of the respective area would be applicable.

2. Summary of Findings

The Fiscal Year (FY) 2025 Triennial Review focused on RCTC's compliance in 23 areas. Deficiencies related to the COVID-19 Relief funds have been clearly identified as part of the deficiency description in the respective review area.

There were no repeat deficiencies from the FY 2022 Triennial Review.

Deficiencies were found in the areas listed below. The details of the required response, i.e., the corrective actions, are presented at the end of each deficient review area in the body of the report.

Review Area	Finding	Deficiency		Response Due Date(s)	Date Closed
		Code	Description		
1. Legal	ND				
2. Financial Management and Capacity	ND				
3. Technical Capacity – Award Management	ND				
4. Technical Capacity – Program Management and Subrecipient Oversight	D	TC-PgM6-1	FFATA reporting deficiencies	Closed	6/12/2025
5. Technical Capacity – Project Management	ND				
6. Transit Asset Management	D	TAM 6-3	Performance targets not approved by the accountable executive	Closed	6/18/2025
7. Satisfactory Continuing Control	ND				
8. Maintenance	ND				
9. Procurement	ND				
10. Disadvantaged Business Enterprise	ND				
11. Title VI	ND				
12. Americans with Disabilities Act (ADA) – General	D	ADA-GEN8-2	Imposition of improper service animal restrictions	Closed	6/11/2025
13. ADA – Complementary Paratransit	ND				
14. Equal Employment Opportunity	ND				
15. School Bus	ND				
16. Charter Bus	ND				
17. Drug-Free Workplace Act	ND				
18. Drug and Alcohol Program	ND				
19. Section 5307 Program Requirements	ND				
20. Section 5310 Program Requirements	NA				
21. Section 5311 Program Requirements	NA				

Review Area	Finding	Deficiency		Response Due Date(s)	Date Closed
		Code	Description		
22. Public Transportation Agency Safety Plan	ND				
23. Cybersecurity	NA				

The metrics used to evaluate whether a recipient is meeting the requirements for each of the areas reviewed are: Deficient (D) | Not Deficient (ND) | Not Applicable (NA)

* Denotes a repeat deficiency from the previous Triennial Review.

I. Review Background and Process

1. Review Background

The United States Code, Chapter 53 of Title 49 (49 U.S.C. 5307(f)(2)) requires that "At least once every 3 years, the Secretary shall review and evaluate completely the performance of a recipient in carrying out the recipient's program, specifically referring to compliance with statutory and administrative requirements..." The FTA performs this Triennial Review in accordance with its procedures (published in FTA Order 9010.1B, April 5, 1993).

The Triennial Review includes a review of the recipient's compliance in 23 areas. The basic requirements for each of these areas are summarized in Section IV. The FTA contracts with experienced Reviewers to lead and conduct the Triennial Reviews, in partnership with the staff of the regional office.

This report presents the findings from the Triennial Review of the recipient. The review concentrated on procedures and practices employed since the recipient's previous Triennial Review in 2022; however, coverage was extended to earlier periods as appropriate to assess the policies in place and the management of award funds. The specific documents reviewed and referenced in this report are available at the FTA regional office or the recipient's location.

2. Process

The Triennial Review includes a pre-review assessment, a desk review and scoping meeting with the FTA regional office, and a site visit to the recipient's location. The FTA expanded this review to address the recipient's compliance with the administrative relief and flexibilities that the FTA granted, and the requirements of the COVID-19 relief funds received through the CARES, CRRSAA, and ARP. The FTA also requested that the recipient share if and/or how it suspended, deviated from, or significantly updated or altered its transit program due to the public health emergency.

The FY 2025 process began with the regional office transmitting a notification of the review and a Recipient Information Request (RIR). While the recipient prepared its response to the RIR, the regional office and review team conducted a desk review and scoping meeting, respectively. Regional office staff provided electronic files as necessary to the reviewers who also accessed recipient information in the FTA electronic award management systems: Transit Award Management System (TrAMS) and Oversight Tracking System (OTrak). Following the desk review and scoping meeting, the reviewers and the recipient corresponded and exchanged information and documentation in preparation for the site visit. Prior to the site visit, the reviewer sent the recipient an agenda package indicating the issues that would be discussed, records to be reviewed, and interviews to be conducted.

The site visit began with an entrance conference, at which the reviewers and regional staff discussed the purpose of the Triennial Review and the review process. The Reviewers conducted

additional interviews and reviewed documentation to evidence the recipient's compliance with FTA requirements.

Upon completion of the site visit, the reviewers and the FTA regional office staff discussed preliminary findings with the recipient, subsequently presented and provided the findings formally at the exit conference, conducted virtually. The table below summarizes key review dates. Section V of this report lists the individuals participating in the site visit.

Process Date	Process
January 16, 2025	FTA transmittal of the Recipient Information Request (RIR)
March 7, 2025	Recipient Transmittal of RIR to Reviewers
March 25-27, 2025	FTA and Reviewers Scoping Meeting/Desk Review
May 5, 2025	Reviewer Transmittal of the Agenda Package
May 19, 2025	Site Visit: Entrance Conference
May 28, 2025	Exit Conference (Virtual)
June 25, 2025	FTA Transmittal of the Draft Report
August 1, 2025	Final Report to be sent to the Recipient within 45 business days from the Exit Conference date

II. Recipient Description

1. Organization

State of California law created the Riverside County Transportation Commission (Commission or RCTC) in 1976 to oversee the funding and coordination of all public transportation services within Riverside County (County). The RCTC's mission is to assume a leadership role in improving mobility in the County. The governing body consists of all five supervisorial districts the County Board of Supervisors, one elected official from each of the County's 28 cities, and one non-voting member appointed by the Governor of California. RCTC is responsible for setting policies, establishing priorities, and coordinating activities among the County's various transit operators and local jurisdictions. The RCTC also programs, delivers projects, and oversees the allocation of federal, state, and local funds for highway, transit, rail, non-motorized travel (bicycle and pedestrian), and other transportation activities.

The RCTC serves as the tax authority and implementation agency for the voter-approved Measure A Transportation Improvement Program, which was established in 1989 and renewed in 2009. Additionally, the RCTC provides motorist aid services such as Freeway Service Patrol and call box service, which are designed to expedite traffic flow and safety. The RCTC is also legally responsible for the allocation of the state Transportation Development Act funds, the major sources of funds for transit in the County.

RCTC is also a member of the Southern California Regional Rail Authority (SCRRA), commonly known as "Metrolink"). In 1990, the California legislature required the RCTC and other transportation commissions of the counties of Los Angeles, Orange, Ventura, and San Bernardino to join together and jointly develop a plan for regional transit services within the multi-county region. The effort resulted in the formation of SCRRA, a Joint Powers Agency (JPA) in August 1991. The SCRRA plans, designs, constructs, and administers the operation of the regional passenger rail lines servicing the counties of Los Angeles, Orange, San Bernardino, and Ventura. SCRRA operates the regional rail system Metrolink. RCTC owns and maintains nine rail stations in western Riverside County. The funding that is primarily received by FTA is used for capital projects such as station improvements.

To help supplement the transit network and expand commuter transportation options, RCTC launched a new vanpool program called VanClub in May 2018. VanClub provides eligible vanpools with up to a $400 monthly subsidy toward the cost of the vanpool lease, which includes vehicle maintenance, roadside assistance, and insurance.

2. Award and Project Activity

Below is a list of RCTC's open awards at the time of the review.

Award Number	Award Amount	Year Executed	Description
CA-05-0283-00	$2,281,747	2015	Commuter Rail Rehab Final 5309
CA-54-0033-00	$11,631,985	2015	Commuter Rail State of Good Repair 5337
CA-2017-121-00	$16,816,916	2017	5337 Rail State of Good Repair 2017
CA-90-Z234-01	$17,895,032	2018	Commuter Rail Pax Upgrades 5307
CA-2020-261-00	$18,701,750	2020	Section 5337 2020 Commuter Rail State of Good Repair
CA-2020-274-00	$1,292,223	2020	RCTC FFY20 5307 CARES Act Grant - Operating & Capital Assistance
CA-2021-131-00	$8,000,000	2021	2020 RCTC Rail Stations Capital Rehabilitation 5307
CA-2017-112-02	$32,256,682	2022	5307 Rail Passenger Upgrades 2017
CA-2023-158-00	$3,802,750	2023	Section 5337 FY 2020 Commuter Rail State of Good Repair

Projects Completed

In the past few years, RCTC completed the following noteworthy projects:

- Rail – Since the last review, the Moreno Valley/March Field – Track and Platform Project (FTA) has significantly advanced and is near completion; the Transit Oriented Communities Strategic Plan study (FTA) for rail stations was completed; significant parking lot improvements were made to the Perris South Station (FTA); and additional station improvements were made utilizing the grants from The Commuter Rail Passenger Upgrades and State of Good Repair.

Ongoing Projects

RCTC is currently implementing the following noteworthy projects:

- Vanpool – The vanpool program began to utilize federal funding (specifically CARES funds) beginning 1/20/20. Since that time, the program has struggled with maintaining the prior service and ridership levels, due to the COVID-19 pandemic. At the pandemic onset, routes were reduced from 80 to 30. Program participation has been growing slowly but has not regained its pre-COVID vanpool numbers. As of December 2024, the vanpool program had 49 active routes.
- Rail – On-going capital projects include grants for Commuter Rail Passenger Upgrades, State of Good Repair, Riverside Downtown – Pedestrian Safety Project (FTA), the South Perris Station Track Expansion and Layover Project, and station capital rehabilitation projects.

Future Projects

RCTC plans to pursue the following noteworthy project in the next three to five years:

- Vanpool – There are no capital projects planned during this period for the vanpool program. RCTC will continue to market the program and procure subcontractors to operate the program, with the goal of expanding the program to 130 routes by the end of FY 2027/2028.
- Rail – Future projects include the Perris Valley Line Double Track Project (potential FTA) and the Mead Valley Station Project.

III. Results of the Review

1. Legal

Basic Requirement: The recipient must promptly notify the FTA of legal matters and additionally notify the USDOT Office of Inspector General (OIG) of any instances relating to false claims under the False Claims Act or fraud. Recipients must comply with restrictions on lobbying requirements.

Finding: No (0) deficiencies

2. Financial Management and Capacity

Basic Requirement: The recipient must have financial policies and procedures; an organizational structure that defines, assigns, and delegates fiduciary authority; and financial management systems in place to manage, match, and charge only allowable costs to the award. The recipient must conduct required Single Audits, as required by 2 CFR part 200, and provide financial oversight of subrecipients.

Finding: No (0) deficiencies.

3. Technical Capacity – Award Management

Basic Requirement: The recipient must report progress of projects in awards to the FTA and close awards timely.

Finding: No (0) deficiencies

4. Technical Capacity – Program Management & Subrecipient Oversight

Basic Requirement: States must document and follow a public involvement process for the development of the long-range statewide transportation plan and State Transportation Improvement Program (STIP). Designated recipients of Sections 5310, 5311, and 5339 funds must develop and submit a State Management/Program Management Plan to the FTA for approval. Recipients must enter into an agreement with each subrecipient, obtain required certifications from subrecipients, report in the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) on subawards, and ensure subrecipients comply with the terms of the award.

Finding: One (1) deficiency

TC-PgM6-1: FFATA reporting deficiencies

Deficiency Description: RCTC passes through Section 5307 funding to the Southern California Regional Rail Authority (SCRRA) Corporation to conduct various rail facility and rolling stock capital projects. RCTC is required to report these subawards made to SCRRA to the FSRS by the end of the month following the month in which RCTC awards any subaward greater than or equal to $30,000. There were two instances examined during the review where RCTC did not conduct this reporting timely. For subawards made under CA-2023-106 and CA-2023-158, where the subaward obligation/award date was on July 8, 2023, and August 14, 2023, respectively, the reporting was not submitted to FSRS until September 2024.

Corrective Action and Schedule: On June 12, 2025, RCTC submitted evidence of its revised procedures for reporting future subawards to FSRS timely prior to the issuance of the final report. Therefore, **the deficiency and corrective action are closed.**

5. Technical Capacity – Project Management

Basic Requirement: The recipient must implement the FTA-funded projects in accordance with the award application, the FTA Master Agreement, and applicable laws and regulations using sound management practices.

Finding: No (0) deficiencies

6. Transit Asset Management

Basic Requirement: Recipients must comply with 49 CFR part 625 to ensure public transportation providers develop and implement transit asset management (TAM) plans.

Finding: One (1) deficiency

TAM6-3: Performance targets not approved by the accountable executive

Deficiency Description: RCTC developed its TAM annual performance targets for fiscal year 2024 in its Facilities Assessment Report developed on June 6, 2023. However, there was no evidence able to be provided during the review demonstrating that the Accountable Executive approved of these performance targets. The Accountable Executive must approve each fiscal year's TAM annual performance targets for the following fiscal year.

Corrective Action and Schedule: On June 18, 2025, RCTC submitted evidence of the Accountable Executive's approval of the current year's performance targets prior to the issuance of the final report. Therefore, **the deficiency and corrective action are closed.**

7. Satisfactory Continuing Control

Basic Requirement: The recipient must ensure that FTA-funded property will remain available and used for its originally authorized purpose throughout its useful life until disposition.

Finding: No (0) deficiencies

8. Maintenance

Basic Requirement: Recipients must keep federally funded vehicles, equipment, and facilities in good operating condition. Recipients must keep Americans with Disabilities Act (ADA) accessibility features on all vehicles, equipment, and facilities in good operating order.

Finding: No (0) deficiencies

9. Procurement

Basic Requirement: The non-federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, and conform to applicable Federal law and the standards identified in 2 CFR Part 200.

Finding: No (0) deficiencies

10. Disadvantaged Business Enterprise (DBE)

Basic Requirement: Recipients must comply with 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipients also must create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts.

Finding: No (0) deficiencies

11. Title VI

Basic Requirement: The recipient must ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participating in, or be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance without regard to whether specific projects or services are federally funded. The recipient must ensure that all transit services and related benefits are distributed in an equitable manner.

Finding: No (0) deficiencies

12. Americans with Disabilities Act (ADA) – General

Basic Requirement: Titles II and III of the Americans with Disabilities Act of 1990 provide that no entity shall discriminate against an individual with a disability in connection with the provision of transportation service. The law sets forth specific requirements for vehicle and facility accessibility and the provision of service, including complementary paratransit service.

Finding: One (1) deficiency

ADA-GEN8-2: Imposition of improper service animal restrictions

Deficiency Description: During the site visit, the review team visited the La Sierra Metrolink passenger rail station to examine the facility. While on-site, the RCTC Station Information and Code of Conduct sign was examined which includes various policies that RCTC enforces at its passenger rail stations. The Code of Conduct sign, which is posted at all RCTC passenger rail stations, included a prohibition on animals on the property other than "restrained service animals". The use of the term "restrained" in this policy is not permitted as having a service animal restrained could inhibit the provision of an animal's service that it is trained to provide its handler. Under the ADA, service animals must be harnessed, leashed, or tethered, unless the individual's disability prevents using these devices or these devices interfere with the service animal's safe, effective performance of tasks. In that case, the individual must maintain control of the animal through voice, signal, or other effective means.

Corrective Action and Schedule: On June 11, 2025, RCTC submitted evidence of its revised RCTC Station Information and Code of Conduct signs that removed the service animal prohibition discussed above prior to the issuance of the final report. Therefore, **the deficiency and corrective action are closed**.

13. ADA – Complementary Paratransit

Basic Requirement: Under 49 CFR 37.121(a), each public entity operating a fixed-route system shall provide paratransit or other special service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed-route system. "Comparability" is determined by 49 CFR 37.123-37.133. Requirements for complementary paratransit do not apply to commuter bus, commuter rail, or intercity rail systems.

Finding: No (0) deficiencies

14. Equal Employment Opportunity (EEO)

Basic Requirement: The recipient must ensure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, age or disability be excluded from participating in, or denied the benefits of, or be subject to discrimination in employment under any project, program or activity receiving Federal financial assistance under the Federal transit laws.

Finding: No (0) deficiencies

15. School Bus

Basic Requirement: Recipients are prohibited from providing school bus service in competition with private school bus operators unless the service qualifies and is approved by the FTA Administrator under an allowable exemption. Federally-funded equipment or facilities cannot be used to provide exclusive school bus service.

Finding: No (0) deficiencies

16. Charter Bus

Basic Requirement: Recipients are prohibited from using the FTA-funded equipment and facilities to provide charter service that unfairly competes with private charter operators. Recipients may operate charter only when the service meets a specified exception defined in rule.

Finding: No (0) deficiencies

17. Drug-Free Workplace Act

Basic Requirement: Recipients are required to maintain a drug free workplace for all award-related employees; report any convictions occurring in the workplace timely; and have an ongoing drug free awareness program.

Finding: No (0) deficiencies

18. Drug and Alcohol Program

Basic Requirement: Recipients receiving Section 5307, 5309, 5311, or 5339 funds that have safety-sensitive employees must have a drug and alcohol testing program in place for such employees.

Finding: No (0) deficiencies

19. Section 5307 Program Requirements

Basic Requirement: The recipient must participate in the transportation planning process in accordance with Federal Transit Administration (FTA) requirements and the metropolitan and statewide planning regulations.

Recipients shall develop, publish, afford an opportunity for a public hearing on, and submit for approval, a program of projects (POP).

Recipients are expected to have a written, locally developed process for soliciting and considering public comment before raising a fare or carrying out a major transportation service reduction.

For fixed-route service supported with Section 5307 assistance, fares charged seniors, persons with disabilities or an individual presenting a Medicare card during off peak hours will not be more than one half the peak hour fares.

Finding: No (0) deficiencies

20. Section 5310 Program Requirements

Basic Requirement: Recipients must expend Section 5310 funds on eligible projects that meet the specific needs of seniors and individuals with disabilities. Projects selected for funding must be included in a locally developed, coordinated public transit-human services transportation plan. Recipients must approve all subrecipient leases of Section 5310-funded vehicles. Leases of Section 5310-funded vehicles must include required terms and conditions. Either the recipient or subrecipient must hold the title to the leased vehicles.

Finding: This section only applies to recipients that receive Section 5310 funds directly from the FTA; therefore, the related requirements are not applicable.

21. Section 5311 Program Requirements

Basic Requirement: States must expend Section 5311 funds on eligible projects to support rural public transportation services and intercity bus transportation.

Finding: This section only applies to recipients that receive Section 5311 funds directly from FTA; therefore, the related requirements are not applicable.

22. Public Transportation Agency Safety Plan (PTASP)

Basic Requirement: Recipients must comply with the Public Transportation Agency Safety Plan (PTASP) regulation (49 CFR Part 673) to ensure public transportation providers develop and implement an Agency Safety Plan (ASP). The PTASP Final Rule, published in the Federal Register on April 11, 2024, became effective May 13, 2024. FTA expects transit agencies to address the regulatory changes in the new PTASP Final Rule in their next Agency Safety Plan (ASP) annual update.

FTA requires applicable recipients to certify that they have established an ASP that meets the requirements of the PTASP regulation and 49 U.S.C. 5329(d) as part of the annual Certifications and Assurances for FTA grants and cooperative agreements. FTA notes that per 49 U.S.C.

5307(c)(1)(L), this certification is a required condition of receiving Section 5307 funding (though noncompliance can impact access to Section 5307 funding as well as other grant funds where 5307 requirements apply). FTA monitors these certifications in its Transit Award Management System (TrAMS).

Finding: No (0) deficiencies

23. Cybersecurity

Basic Requirement: Recipients that operate rail fixed guideway public transportation systems must certify compliance with the requirements for establishing a cybersecurity process under 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019).

Finding: This section only applies to recipients that operate rail fixed guideway public transportation systems; therefore, the related requirements are not applicable

IV. Participants

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Appendix

Governing Directives

4. Technical Capacity – Program Management and Subrecipient Oversight

FTA Circular 5010.1F, Chapter III, Section 6.g Federal Funding Accountability and Transparency Act (FFATA) Subaward and Executive Compensation Reporting.

Recipients awarded a new Federal assistance award greater than or equal to $30,000 are subject to FFATA subaward reporting requirements, as outlined in 2 CFR Part 170. Appendix A to that Part requires recipients to file an FFATA subaward report by the end of the month following the month in which the recipient awards any subaward greater than or equal to $30,000. In addition, recipients must report the names and compensation of their five most highly compensated officers if in the preceding fiscal year the recipient (1) received 80 percent or more of their annual gross revenues in Federal awards, (2) received $25,000,000 or more in annual gross revenues from Federal awards, and (3) the public does not have access to this information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. 78m(a) or 78o(d), or Section 6104 of the Internal Revenue Code of 1986. Similarly, for each first-tier non-Federal entity subrecipient under the award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year if the subrecipient meets the same criteria.

6. Transit Asset Management

49 CFR 625.45 Setting performance targets for capital assets

(a) General.

(1) A provider must set one or more performance targets for each applicable performance measure.

(2) A provider must set a performance target based on realistic expectations, and both the most recent data available and the financial resources from all sources that the provider reasonably expects will be available during the TAM plan horizon period.

(b) Timeline for target setting.

(1) Within three months after the effective date of this part, a provider must set performance targets for the following fiscal year for each asset class included in its TAM plan.

(2) At least once every fiscal year after initial targets are set, a provider must set performance targets for the following fiscal year.

(c) Role of the accountable executive. A provider's Accountable Executive must approve each annual performance target.

12. Americans with Disabilities Act (ADA) – General

49 CFR 37.167 Other service requirements

(a) This section applies to public and private entities.

(d) The entity shall permit service animals to accompany individuals with disabilities in vehicles and facilities.

AGENDA ITEM 6L

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 12, 2025
TO:	Riverside County Transportation Commission
FROM:	Audit Ad Hoc Committee Jennifer Fuller, Financial Administration Manager Sergio Vidal, Chief Financial Officer
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Fiscal Year 2023/24 Transportation Development Act and Measure A Audit Results Highlights

AUDIT AD HOC COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file the Transportation Development Act (TDA) and Measure A audit results report for Fiscal Year (FY) 2023/24.

BACKGROUND INFORMATION:

In May 2021, following a competitive procurement, the Commission awarded agreements for a three-year contract term with three one-year options to extend the agreements to four audit firms to perform financial and compliance audits and agreed-upon procedures (audits) for TDA claimants (Article 3 and Article 4), Measure A recipients for Local Streets and Roads (LSR) and Specialized Transit, and the Western Riverside County Regional Conservation Authority (RCA) Member Agencies related to the Multiple Species Habitat Conservation Plan (MSHCP) Local Development Mitigation Fee. The firms and the services provided are as follows:

Audit Firm	Geographic Region	Audits Performed
Eide Bailey LLP (Eide Bailey)	Western Riverside County	TDA, Measure A LSR, MSCHP
Brown Armstrong Accountancy Corporation (Brown Armstrong)	Western Riverside County, Coachella Valley, County of Riverside	TDA, Measure A LSR, MSCHP
BCA Watson Rice LLP (BCAWR)	Western Riverside County	Measure A LSR, Measure A Specialized Transit, MSCHP
Conrad LLP (Conrad)	Western Riverside County, Coachella Valley, Palo Verde Valley	TDA, Measure A LSR, MSCHP

Each jurisdiction was assigned one audit firm for all audits required. Riverside Transit Agency (RTA) and SunLine Transit Agency (SunLine) have elected to hire their own auditors. While the contracts include RCA audits related to the MSHCP, this staff report only reports the results of the TDA and Measure A audits.

Overview of Audit Results

Eide Bailly, Brown Armstrong, BCAWR, and Conrad, along with the other agencies' auditors, completed the FY 2023/24 audits and issued the audit reports. **The following is a summary of the 58 audits performed:**

Funding Type	Type of Procedure	Eide Bailly	Brown Armstrong	BCAWR	Conrad	Other Auditors	Total
TDA Article 3 (bicycle and pedestrian projects)	Financial and compliance audit	1	3	1	3	0	8
TDA Article 4 (transit)	Financial and compliance audit	4	0	0	1	2	7
Measure A specialized transit	Agreed-upon procedures	0	0	14	0	0	14
Measure A local streets and roads	Agreed-upon procedures	4	13	2	10	0	29

Based on a review of the reports, the following items are highlights from the FY 2023/24 audit results.

TDA Article 3 (Bicycle and Pedestrian Projects)

- One jurisdiction (city of Menifee) restated its beginning fund balance due to an error in a prior year.

TDA Article 4 (Transit)

- Six agencies met minimum farebox recovery ratio requirements. One agency (city of Riverside) is exempt from the requirement due to AB 149 Section 99268.17.
- City of Banning's auditor identified an internal control weakness over the financial reporting process as four audit adjustments were recommended to reclassify operating assistance grants, reclassify deferred items, correct interfund service payments based on a revised cost allocation plan, and reclassify grants receivable. The misstatements were corrected by the city. Additionally, the auditor noted that capital asset classes required reclassification. The auditor also identified a weakness related to cost allocation plan changes. The city revised its approach to cost allocation plan charges that resulted in significant changes to the Transit Services Fund charges. After further review and analysis material adjustments were agreed to and made by the city to reduce the charges to the Transit Services Fund. Specifically, the misstatements were corrected by the city.
- City of Beaumont's auditor identified an internal control weakness over the financial reporting process and closing as the city under-allocated interest and recognized excess Local Transportation Fund revenues. The misstatements were corrected by the city. The city also restated beginning fund balance due to an error in a prior year.
- Palo Verde Valley Transit Agency's auditor identified a deficiency related to the agency's transition to a new financial system and the failure to migrate the audited financial

statement beginning balances timely to the new system. Additionally, numerous immaterial adjustments had to be made to the FY 2023 amounts requiring multiple revisions of the FY 2024 financial statements. The agency corrected the errors.

Measure A Specialized Transit

- Match requirements were met by fourteen agencies.
- Four agencies (Boys & Girls Club of Menifee Valley, Care-A-Van, Friends of Moreno Valley, and U.S. Veterans Initiative) had excess revenues over expenses totaling $2,432, of which $86 is related to excess Measure A funds received by Boys and Girls Club of Menifee Valley. The balance of $2,346 relates to excess matching contributions that may be retained by the agencies.
- Five agencies (Care Connexxus, Exceed, Forest Folk, Independent Living Partnership, and Operation SafeHouse) had an excess of expenses over revenues totaling $2,496. Generally, the agencies are responsible for covering the excess of expenses; however, if there is a balance of Measure A funds allocated to an agency, the agency may submit a revised claim.

Measure A Local Streets and Roads

- All agencies met their maintenance of effort (MOE) requirement, including one jurisdiction (city of Desert Hot Springs) who met their MOE requirement using the prior year carryover, as permitted under the MOE Guidelines. Three agencies (city of Jurupa Valley, city of Wildomar, and County of Riverside) are not subject to MOE requirements.
- Seven jurisdictions (cities of Calimesa, Canyon Lake, Murrieta, Palm Desert, Perris, Rancho Mirage, and Riverside) had fund balances in excess of three years of revenues. While the Commission policy suggests such amounts should not exceed three years, the jurisdictions provided reasonable explanations for the amounts, including project delays and capital improvement plans to expend those funds on projects in the next five years.
- Five agencies (cities of Banning, Corona, Indian Wells, Lake Elsinore, and San Jacinto) had cash and investments and fund balance amount variances exceeding 25 percent. The jurisdictions provided reasonable explanations for the variances, including timing differences for accounts receivable, due from other governments, and accounts payable.
- Four agencies (cities of Coachella, India, Palm Springs, and San Jacinto) restated their beginning fund balances. The jurisdiction provided reasonable explanations for the changes including entries to recognized interest and fair value adjustments and accruals which were posted after the agreed upon procedures were finalized.

Attached is the summary of transportation and transit fund operations and related audit results for the various types of TDA (Articles 3 and 4) and Measure A (specialized transit and local streets and roads) funding audits. Each schedule provides information for each claimant and recipient regarding the revenues, expenditures/expenses, and change in fund balance/net position for the year ended June 30, 2024, and other financial and compliance information.

FISCAL IMPACT:

This item is for informational purposes only. There is no fiscal impact.

Attachments:
1) FY 2023/24 Transportation Development Act Article 3 Schedule
2) FY 2023/24 Transportation Development Act Article 4 Schedule
3) FY 2023/24 Measure A Specialized Transit Schedule
4) FY 2023/24 Measure A Local Streets and Roads Schedule

Transportation Development Act Article 3 Schedule
Year Ended June 30, 2024

	Desert Hot Springs	Hemet	Lake Elsinore	Menifee	Norco	Palm Springs	Rancho Mirage	Riverside	Total
Revenues:									
Intergovernmental allocations:									
Article 3	$ 670,906	$ 168,248	$ 234,989	$ 257,749	$ 96,000	$ 168,500	$ 408,751	$ 162,293	$ 2,167,436
Interest income (loss)									-
Total revenues	670,906	168,248	234,989	257,749	96,000	168,500	408,751	162,293	2,167,436
Total expenditures	488,071	-	251,906	1,123	32,755	168,500	408,751	162,396	1,513,502
Excess (deficiency) of revenues over (under) expenditures	182,835	168,248	(16,917)	256,626	63,245	-	-	(103)	653,934
Other financing sources (uses)									
Transfers in (out)		35,637							35,637
Total other financing sources (uses)	-	35,637	-	-	-	-	-	-	35,637
Net changes in fund balance	182,835	203,885	(16,917)	256,626	63,245	-	-	(103)	689,571
Fund balances at beginning of year	(182,835)	(203,885)	(56,624)	(256,626)	(63,245)	-	-	103	(763,112)
Fund balances at end of year	$ -	$ -	$ (73,541)	$ -	$ -	$ -	$ -	$ -	$ (73,541)

Source: 2024 Financial Statements

Transportation Development Act Article 4 Schedule
Year Ended June 30, 2024

	Banning	Beaumont	Corona	Riverside	PVVTA	RTA[1]	SunLine[1]	Total
Total operating revenues	$ 36,362	$ 101,975	$ 74,310	$ 276,570	$113,339	$ 7,558,508	$ 6,928,048	$ 15,089,112
Operating expenses:								
Depreciation and amortization	414,168	644,993	326,095	285,163	258,315	12,923,146	9,015,738	23,867,618
Other operating expenses	2,742,499	2,928,600	3,024,931	5,298,254	1,597,221	98,246,796	45,506,348	159,344,649
Total operating expenses	3,156,667	3,573,593	3,351,026	5,583,417	1,855,536	111,169,942	54,522,086	183,212,267
Operating loss	(3,120,305)	(3,471,618)	(3,276,716)	(5,306,847)	(1,742,197)	(103,611,434)	(47,594,038)	(168,123,155)
Nonoperating revenues (expenses):								
Grants:								
Local Transportation Funds	1,773,052	1,834,519	1,050,477	3,674,302	1,072,454	58,762,672	22,073,075	90,240,551
State Transit Assistance/State of Good Repair	736,982	4,795	33,810					775,587
Federal			1,524,815	586,107	486,002	23,059,595	9,136,488	34,793,007
Measure A specialized transit		169,000				2,000,000	8,275,000	10,444,000
Proposition 1B/Low Carbon Transit Operations Program (LCTOP)	86,241	119,265	262,374		47,837	3,052,766	317,164	3,885,647
Other			10,000		20,000	1,979,966		2,009,966
Interest income	9,417	72,242	(18,044)	156,212	58	3,627,332	33,039	3,880,256
Interest expense			(17,571)	(69,113)				(86,684)
Gain (loss) on sale of property	10,478			25		75,785	56,886	143,174
Other	37,117	125,730		86,191		2,665,224		2,914,262
Total nonoperating revenue (expense)	2,653,287	2,325,551	2,845,861	4,433,724	1,626,351	95,223,340	39,891,652	148,999,766
Net increase (decrease)	(467,018)	(1,146,067)	(430,855)	(873,123)	(115,846)	(8,388,094)	(7,702,386)	(19,123,389)
Capital Contributions	3,325,196	2,989,292		400,000	124,257	43,300,501	10,715,267	60,854,513
Transfer in from other City funds	137,590	36,573						174,163
Transfer out from other City Funds								-
Net positions at beginning of year	(1,121,808)	2,909,105	841,094	(1,431,372)	1,850,868	107,547,539	95,862,790	206,458,216
Net positions at end of year	$ 1,873,960	$ 4,788,903	$ 410,239	$ (1,904,495)	$ 1,859,279	$ 142,459,946	$ 98,875,671	$ 248,363,503
Unearned revenue at end of year:								
Operating	$ 242,668	$ 988,523	$ 1,005,788	$ -	$ 262,417	$ 5,373,928	$ 7,134,453	$ 15,007,777
Capital	-	-	-	-	-	$ 33,529,122	3,569,065	37,098,187
Total unearned revenue at end of year	$ 242,668	$ 988,523	$ 1,005,788	$ -	$ 262,417	$ 38,903,050	$ 10,703,518	$ 52,105,964
Minimum fare ratio	10.00%	10.00%	20.00%		10.00%	17.20%	18.22%	
Actual fare ratio	12.73%	25.59%	20.00%		10.81%	24.98%	39.34%	
Fare ratio compliance status				No Longer Required per AB149 Section 99268.17				

Source: 2024 Financial Statements

[1] The audits for RTA and SunLine were completed by other auditors hired by each entity.

Measure A Specialized Transit Schedule
Year Ended June 30, 2024

	Boys & Girls Club of Menifee Valley	Boys & Girls Club of Southwest County	Care-A-Van	Care Connexxus	Riverside University Health System-Behavioral Health	Exceed	Forest Folk	Friends of Moreno Valley	Independent Living Partnership	City of Norco	Operation SafeHouse	Riverside University Health System Medical Center	U.S. Veterans Initiative	Voices for Children	Total
Operating revenues:															
Measure A	$ 76,179	$ 96,893	$ 306,704	$ 222,856	$ 438,089	$ 146,528	$ 56,329	$ 111,869	$ 381,472	$ 89,741	$ 38,466	$ 552,871	$ 52,461	$ 160,530	$ 2,730,988
In-kind match							29,029	45,878	779,310					285,055	1,139,272
Cash match	39,244	49,915	41,823	52,153	273,210	178,097	12,097	92,861	180,695	46,230	19,818	286,985	73,929		1,347,057
Total operating revenues	115,423	146,808	348,527	275,009	711,299	324,625	97,455	250,608	1,341,477	135,971	58,284	839,856	126,390	445,585	5,217,317
Operating expenses-in kind							29,029	45,878	779,310					285,055	1,139,272
Operating expenses-salaries & benefits	85,993	117,268	241,249	116,536	479,422	180,539	19,074		166,646	88,470	34,480	709,950	105,223	97,944	2,442,794
Operating expenses-nonpersonnel	29,299	18,665	107,164	84,671	68,883	131,265	50,590	203,588	377,809	43,176	19,490	67,694	11,927	62,586	1,276,807
Operating expenses-administrative overhead		10,875		16,097	52,689	13,487			18,287	4,325	4,318	62,212	8,195		190,485
Capital expenses				57,718	110,305										168,023
Total operating expenses/capital expenses	115,292	146,808	348,413	275,022	711,299	325,291	98,693	249,466	1,342,052	135,971	58,288	839,856	125,345	445,585	5,217,381
Excess (deficiency) of revenues over (under) expenses	$ 131	$ -	$ 114	$ (13)	$ -	$ (666)	$ (1,238)	$ 1,142	$ (575)	$ -	$ (4)	$ -	$ 1,045	$ -	$ (64)
Excess revenues related to Measure A	$ 86				$ -			$ -	$ -		$ -			$ -	$ 86
Match requirement (as adjusted)	$ 39,199	$ 49,915	$ 118,460	$ 52,153	$ 260,282	$ 110,599	$ 33,556	$ 134,454	$ 196,516	$ 44,533	$ 19,818	$ 285,551	$ 27,025	$ 280,000	$ 1,652,061
Actual match	$ 39,244	$ 49,915	$ 41,823	$ 52,153	$ 273,210	$ 178,097	$ 41,126	$ 138,739	$ 960,005	$ 46,230	$ 19,818	$ 286,985	$ 73,929	$ 285,055	$ 2,486,329
Match requirement compliance status	Met as adjusted	Met as adjusted	Match waived per agreement	Met as adjusted	Met	Met as adjusted	Met as adjusted	Met	Met as adjusted	Met	Met	Met as adjusted	Met	Met	

Source: 2024 Agreed-Upon Procedures

Measure A Local Streets and Roads Schedule
Year ended June 30, 2024

	Western County										
	Banning	Beaumont	Calimesa	Canyon Lake	Corona	Eastvale	Hemet	Jurupa Valley	Lake Elsinore	Menifee	Moreno Valley
Revenues:											
Intergovernmental allocations:											
Measure A	$ 892,410	$ 936,622	$ 325,507	$ 284,590	$ 5,677,441	$ 3,236,220	$ 2,800,612	$ 3,372,279	$ 2,294,453	$ 3,131,206	$ 6,381,536
Reimbursements							915,036			107,175	
Measure A/STIP Trade											
Other revenues	124,540										10,002
Interest income	25,647	106,919	35,351	46,164	793,385	197,162	209,585	183,356	44,540	64,829	225,314
Other financing sources-transfers in											
Total revenues	1,042,597	1,043,541	360,858	330,754	6,470,826	3,433,382	3,925,233	3,555,635	2,338,993	3,303,210	6,616,852
Expenditures and other financing uses:											
Engineering, construction, maintenance, and capital outlay	1,398,598			362,710	11,352,807	4,376,290	566,195	1,166,179		2,402,956	2,847,317
Administrative overhead/indirect costs			25,440		159,362						15,373
Capital outlay											
Debt service											
Principal								885,000			
Interest								170,800			
Transfers out	16,913	1,628,879				166,040		58,113	2,472,285	1,077,022	1,368,119
Total expenditures and other financing uses	1,415,511	1,628,879	25,440	362,710	11,512,169	4,542,330	566,195	2,280,092	2,472,285	3,479,978	4,230,809
Excess (deficiency) of revenues over (under) expenditures and other financing uses	(372,914)	(585,338)	335,418	(31,956)	(5,041,343)	(1,108,948)	3,359,038	1,275,543	(133,292)	(176,768)	2,386,043
Prior period adjustment/rounding				(1)		1					
Fund balances at beginning of year	1,332,739	2,895,980	721,081	1,438,433	17,786,870	6,637,057	4,734,366	5,603,162	1,053,183	4,342,101	8,545,222
Fund balances at end of year	$ 959,825	$ 2,310,642	$ 1,056,499	$ 1,406,476	$ 12,745,527	$ 5,528,110	$ 8,093,404	$ 6,878,705	$ 919,891	$ 4,165,333	$ 10,931,265
Fund balance by year received:											
2024	$ 959,825	$ 1,043,541	$ 360,858	$ 330,754	$ 6,470,826	$ 3,433,382	$ 3,925,233	$ 3,555,635	$ 919,891	$ 3,303,210	$ 6,616,852
2023		971,311	340,636	299,549	6,133,343	2,094,728	2,992,446	3,323,070		862,123	4,314,413
2022		295,790	302,709	272,651	141,358		1,175,725				
2021 & Prior			52,296	503,522							
Total fund balances by year received	$ 959,825	$ 2,310,642	$ 1,056,499	$ 1,406,476	$ 12,745,527	$ 5,528,110	$ 8,093,404	$ 6,878,705	$ 919,891	$ 4,165,333	$ 10,931,265
Cash and investments	$ -	$ 2,143,675	$ 998,473	$ 1,355,954	$ 16,813,106	$ 5,251,895	$ 7,346,860	$ 6,521,978	$ 504,992	$ 3,892,815	$ 9,412,811
MOE Base Year requirement	$ 164,325	$ 515,908	$ 2,401	$ 28,873	$ 2,208,200	$ 38,949	$ 18,924	$ -	$ 960,771	$ 214,225	$ 1,459,153
Amount of Excess MOE at end of year	$ 2,645,483	$ 10,215,327	$ 557,369	$ 257,375	$ 28,593,405	$ 709,292	$ 832,732	$ -	$ 46,152,518	$ 13,840,422	$ 15,729,895
MOE compliance status	Met	Met	Met	Met	Met	Met	Met	N/A	Met	Met	Met

Source: 2024 Agreed-Upon Procedures

Measure A Local Streets and Roads Schedule
Year ended June 30, 2024

	Murrieta	Norco	Perris	Riverside	San Jacinto	Temecula	Wildomar	**Total**
Revenues:								
Intergovernmental allocations:								
Measure A	$ 3,588,810	$ 998,842	$ 3,166,558	$ 10,618,527	$ 1,631,069	$ 4,699,697	$ 1,004,709	$ 55,041,088
Reimbursements								1,022,211
Measure A/STIP Trade								-
Other revenues				271,922				406,464
Interest income	460,013	49,463	433,887	1,373,244	80,203	381,124	21,640	4,731,826
Other financing sources-transfers in								-
Total revenues	4,048,823	1,048,305	3,600,445	12,263,693	1,711,272	5,080,821	1,026,349	61,201,589
Expenditures and other financing uses:								
Engineering, construction, maintenance, and capital outlay	769,366	63,120	624,576			2,885,916	592,563	29,408,593
Administrative overhead/indirect costs	5,436				75,192			280,803
Capital outlay				4,688,224				4,688,224
Debt service								-
Principal								885,000
Interest								170,800
Transfers out	724,736			2,995,740	471,736	923,190	80,359	11,983,132
Total expenditures and other financing uses	1,499,538	63,120	624,576	7,683,964	546,928	3,809,106	672,922	47,416,552
Excess (deficiency) of revenues over (under) expenditures and other financing uses	2,549,285	985,185	2,975,869	4,579,729	1,164,344	1,271,715	353,427	13,785,037
Prior period adjustment/rounding					148,075	1		148,076
Fund balances at beginning of year	11,234,568	490,373	11,437,233	34,903,542	2,383,588	7,096,088	1,160,224	123,795,810
Fund balances at end of year	$ 13,783,853	$ 1,475,558	$ 14,413,102	$ 39,483,271	$ 3,696,007	$ 8,367,804	$ 1,513,651	$ 137,728,923
Fund balance by year received:								
2024	$ 4,048,823	$ 1,048,305	$ 3,600,445	$ 12,263,693	$ 1,711,272	$ 5,080,821	$ 1,026,349	$ 59,699,715
2023	3,964,827	427,253	2,781,718	12,060,941	1,407,751	3,286,983	487,302	45,748,394
2022	3,591,689		2,789,938	10,908,552	576,984			20,055,396
2021 & Prior	2,178,514		5,241,001	4,250,085				12,225,418
Total fund balances by year received	$ 13,783,853	$ 1,475,558	$ 14,413,102	$ 39,483,271	$ 3,696,007	$ 8,367,804	$ 1,513,651	$ 137,728,923
Cash and investments	$ 13,510,819	$ 1,294,605	$ 14,123,106	$ 39,105,021	$ 2,482,681	$ 7,876,943	$ 1,354,604	$ 133,990,338
MOE Base Year requirement	$ 595,702	$ 22,536	$ 1,218,470	$ 12,449,203	$ 156,391	$ 1,431,799	$ -	$ 21,485,830
Amount of Excess MOE at end of year	$ 1,523,474	$ 204,140	$ 9,986,691	$ 80,744,647	$ 6,104,508	$ 22,521,061	$ -	$ 240,618,339
MOE compliance status	Met	Met	Met	Met	Met	Met	N/A	

Source: 2024 Agreed-Upon Procedures

Measure A Local Streets and Roads Schedule
Year ended June 30, 2024

	Coachella Valley										Palo Verde Valley		
	Cathedral City	Coachella	Desert Hot Springs	Indian Wells	Indio	La Quinta	Palm Desert	Palm Springs	Rancho Mirage	**Total**	Blythe	County of Riverside	**Total**
Revenues:													
Intergovernmental allocations:													
Measure A	$ 1,957,894	$ 815,242	$ 593,022	$ 328,216	$ 2,634,859	$ 1,959,770	$ 3,469,376	$ 3,236,275	$ 1,395,396	$ 16,390,050	$ 808,487	$12,197,949	$ 84,437,574
Reimbursements					659,309		121,088		408,751	1,189,148			2,211,359
Measure A/STIP Trade										-	198,391		198,391
Other revenues	23,513							3,236,495		3,260,008			3,666,472
Interest income	97,657	33,940	9,853	378	190,657	155,514	1,226,499	376,086	90,318	2,180,902	55,803	815,614	7,784,145
Other financing sources-transfers in	73,824									73,824			73,824
Total revenues	2,152,888	849,182	602,875	328,594	3,484,825	2,115,284	4,816,963	6,848,856	1,894,465	23,093,932	1,062,681	13,013,563	98,371,765
Expenditures and other financing uses:													
Engineering, construction, maintenance, and capital outlay	2,449,615		103,169		2,568,652	7,806	3,029,345	3,332,780		11,491,367	70,475	14,724,155	55,694,590
Administrative overhead/indirect costs			8,254	336,737	91,350					436,341	64,679		781,823
Capital outlay		243,366							99,898	343,264			5,031,488
Debt service										-			-
Principal										-			885,000
Interest										-			170,800
Transfers out	156,631		161,084			2,754,523				3,072,238	578,309		15,633,679
Total expenditures and other financing uses	2,606,246	243,366	272,507	336,737	2,660,002	2,762,329	3,029,345	3,332,780	99,898	15,343,210	713,463	14,724,155	78,197,380
Excess (deficiency) of revenues over (under) expenditures and other financing uses	(453,358)	605,816	330,368	(8,143)	824,823	(647,045)	1,787,618	3,516,076	1,794,567	7,750,722	349,218	(1,710,592)	20,174,385
Prior period adjustment/rounding		5,713			30,795			(33,800)	(1)	2,707			150,783
Fund balances at beginning of year	2,142,308	1,009,425	743,015	67,043	4,305,187	4,114,093	21,598,385	9,770,962	2,259,105	46,009,523	1,795,344	16,714,219	188,314,896
Fund balances at end of year	$ 1,688,950	$ 1,620,954	$1,073,383	$ 58,900	$ 5,160,805	$ 3,467,048	$23,386,003	$13,253,238	$ 4,053,671	$ 53,762,952	$ 2,144,562	$15,003,627	$208,640,064
Fund balance by year received:													
2024	$ 1,688,950	$ 849,182	$ 602,875	$ 58,900	$ 3,484,825	$ 2,115,284	$ 4,816,963	$ 6,848,856	$ 1,894,465	22,360,300	$ 1,062,681	13,013,563	96,136,259
2023		771,772	470,508		1,675,980	1,351,764	4,398,556	4,078,995	1,079,578	13,827,153	973,574	1,990,064	62,539,185
2022							3,744,760	2,325,387	1,058,115	7,128,262	108,307		27,291,965
2021 & Prior							10,425,724		21,513	10,447,237			22,672,655
Total fund balances by year received	$ 1,688,950	$ 1,620,954	$1,073,383	$ 58,900	$ 5,160,805	$ 3,467,048	$23,386,003	$13,253,238	$ 4,053,671	$ 53,762,952	$ 2,144,562	$15,003,627	$208,640,064
Cash and investments	$ 1,570,457	$ 1,466,512	$ 988,589	$ -	$ 5,241,797	$ 3,111,648	$23,344,068	$11,857,911	$ 3,821,668	$ 51,402,650	$ 1,990,930	$14,871,745	$202,255,663
MOE Base Year requirement	$ 391,688	$ 92,205	$ 75,147	$ 963,640	$ 2,048,564	$ 937,007	$ 2,398,146	$ 1,498,732	$ 674,811	$ 9,079,940	$ 170,000	$ -	$ 30,735,770
Amount of Excess MOE at end of year	$ 14,821,143	$13,266,670	$ 898,642	$16,879,168	$34,005,935	$20,523,571	$21,218,721	$54,077,353	$ 6,535,339	$182,226,542	$ 1,983,555	$ -	$424,828,436
MOE compliance status	Met	Met	Used PY	Met	Met	Met	Met	Met	Met		Met	N/A	

Source: 2024 Agreed-Upon Procedures

AGENDA ITEM 6M

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	November 12, 2025
TO:	Riverside County Transportation Commission
FROM:	Audit Ad Hoc Committee Jennifer Fuller, Financial Administration Manager Sergio Vidal, Chief Financial Officer
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Audit Plan for the Commission's Fiscal Year 2024/25 Audit

AUDIT AD HOC COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file a presentation on the audit plan related to the upcoming audit of the Commission's Fiscal Year 2024/25 financial statements and ensure communication between auditor and those in charge with governance (Audit Ad Hoc Committee) of the Commission.

BACKGROUND INFORMATION:

As required by Auditing standards, *The Auditor's Communication with Those Charged With Governance* (AU-C260), the Commission's independent financial auditor is required to make certain annual communications to the Commission's Audit Ad Hoc Committee, or its equivalent, in connection with the upcoming annual audit of the Commission's financial statements.

At the conclusion of a competitive process, the Commission approved an agreement with Eide Bailly LLP (Eide Bailly or Auditor) in March 2020 for audit services for an initial three-year term, and three one-year options to extend the agreement. Specifically, Eide Bailly is engaged to conduct the following audits and related engagements:

Audits

- Annual Comprehensive Financial Report (ACFR)
- Local Transportation Fund (LTF)
- State Transit Assistance Fund (STA)
- State of Good Repair (SGR)
- Low Carbon Transit Operations Program (LCTOP)
- SR-91 Express Lanes
- I-15 Express Lanes
- Federal Grant Programs ("Single Audit")

Other Services:

- Procedures related to Compliance with Covenants and Provisions of the Reimbursement Agreement
- Agreed Upon Procedures (AUP) over:
  - Appropriation Limits calculation (GANN Limit)
  - Measure A – Commuter Assistance Program
- Advice on major transactions and other related reports

Other Engagements Performed by the Firm Under Separate Agreement for Certain Claimants:

- AUP - Measure A – Local Streets and Roads (LSR)
- TDA Claimant Audits
  - Article 3 (Bicycle and Pedestrian Funds)
  - Article 4 (Specialized Transit)
- AUP - Multiple Species Habitat Conservation Program (MSHCP)

The engagement for FY 2024/25 represents Eide Bailly's sixth year in providing audit and related services for the Commission. During June 2025, the FY 2024/25 audit commenced with the evaluation of the Commission's existing internal control environment along with review of significant transactions during the current year. The next step in the annual audit process is for the Auditor to prepare its annual communications outlining the following:

- Communicate responsibilities of the auditor in relation to the financial statement audit;
- Communicate an overview of the scope, timing, and deliverables of the audit;
- Provide timely observations arising from the audit that are relevant in overseeing the financial reporting process; and
- Obtain information relevant to the audit, which requires a dialogue with the Audit Ad Hoc Committee

Next Steps

In summary the audit process for FY 2024/25 is as follows:

- Interim Fieldwork (**June 2025**)
- Initiate communication with the Audit Ad Hoc committee (**September 2025**)
- Final Fieldwork (**September - October 2025**)
- Issuance of opinion on the Commission's financial statements (**October 2025**)

Attached are Eide Bailly's presentation to the Audit Ad Hoc Committee detailing the plan for the FY 2024/25 audit and annual planning communication letter. Representatives from Eide Bailly will review this information during the meeting.

Attachments:

1) Audit Plan Presentation
2) FY 2024/25 Planning Communication

Riverside County Transportation Commission

Communication With Those Charged With Governance - Audit Ad Hoc Committee

Audit Entrance Meeting | September 10, 2025

Eide Bailly

AUDIT SCOPE

PERFORM THE AUDITS OF THE:

- Annual Comprehensive Financial Report (ACFR)
- Local Transportation Fund
- State Transit Assistance Fund
- State of Good Repair Fund
- Low Carbon Transit Operations Program Accounts
- 91 Express Lanes
- 15 Express Lanes
- 2 CFR 200 Single Audit in accordance with the Uniform Guidance

PERFORM THE FOLLOWING:

- Report on Compliance with Covenants and Provisions of the Reimbursement Agreements
- Agreed Upon Procedures (AUP) on the Appropriations Limit Calculation
- AUP Measure A Commuter Assistance Program
- Assist with the Pension and OPEB accounting entries
- Under separate contract, perform Measure A AUPs, TDA audits of certain claimants and MSHCP AUPs (RCA)

Eide Bailly

OUR RESPONSIBILITY

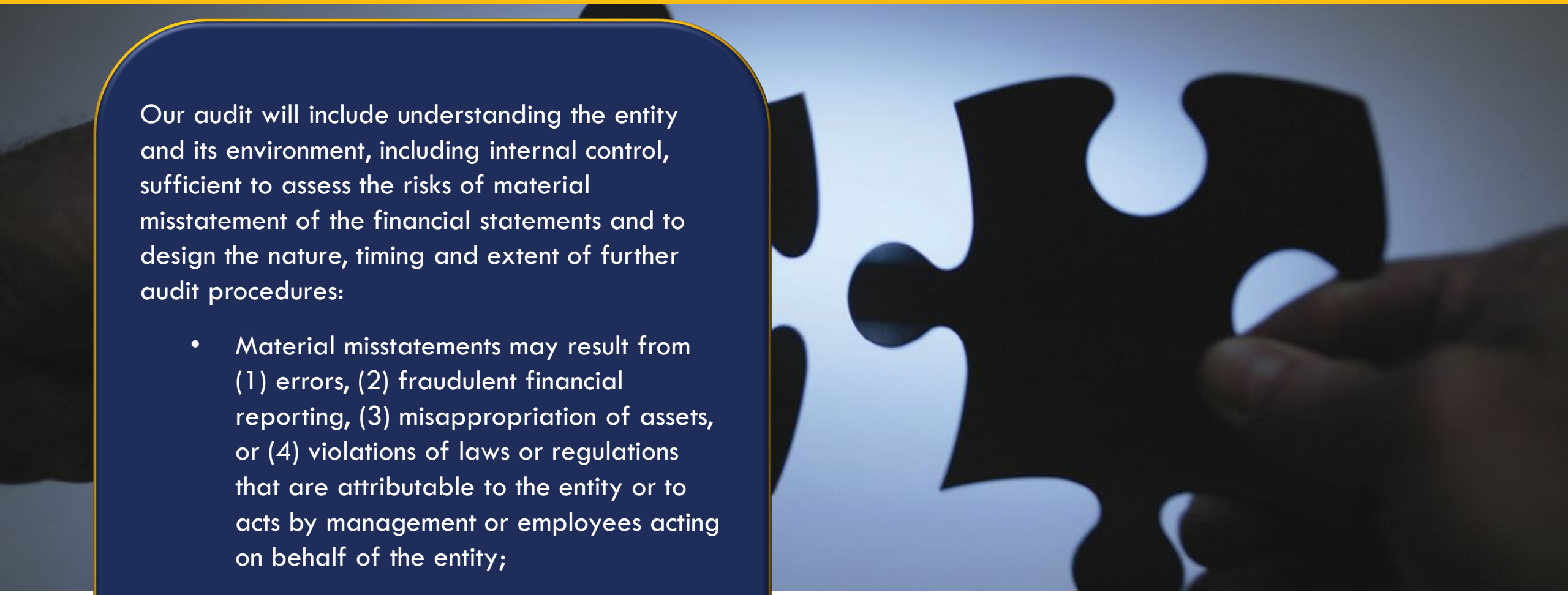
U.S. Generally Accepted Auditing Standards and Government Auditing Standards.

Express opinions about whether the financial statements that have been prepared by management are presented fairly, in all material respects, in conformity with generally accepted accounting principles:

- Reasonable, not absolute assurance;
- Audit does not relieve management or governance of its responsibilities.

Uniform Guidance express an opinion on compliance applicable to major federal programs.

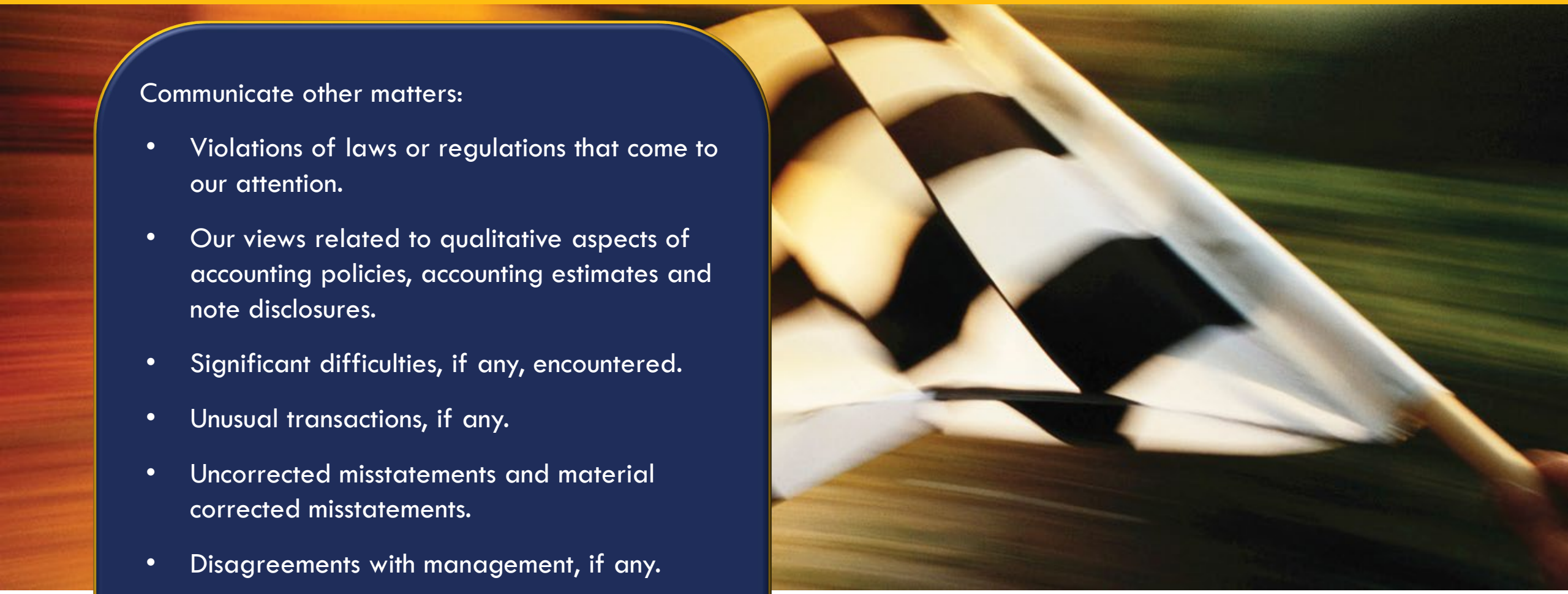
OUR RESPONSIBILITY



Our audit will include understanding the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures:

- Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity;
- No opinion on internal control will be expressed.

OUR RESPONSIBILITY



Communicate other matters:

- Violations of laws or regulations that come to our attention.
- Our views related to qualitative aspects of accounting policies, accounting estimates and note disclosures.
- Significant difficulties, if any, encountered.
- Unusual transactions, if any.
- Uncorrected misstatements and material corrected misstatements.
- Disagreements with management, if any.
- Management representations.
- Consultations with other accountants.

Eide Bailly

PLANNED SCOPE AND TIMING

MANAGEMENT'S RESPONSIBILITIES

1. Design, implement, establish and maintain effective internal control over financial reporting, federal awards and goals and objectives.

2. Prevent and detect fraud and inform us of any known or suspected fraud.

3. Comply with laws and regulations.

4. Ensure that management and financial information is reliable and properly reported.

5. Make all personnel, financial records and related information available to us to prepare the financial statements.

6. Provide us a written representation letter.

OUR APPROACH - INTERIM

Meet
With management.

Planning
Single Audit

Update
Understanding of the entity, its environment and risks.

Conduct
Periodic status meetings

Identify
Significant risks:
- Management override
- Revenue recognition
- Valuation of net pension liabilities

Prepare
Risk assessment and audit plan.

Inspect
Financial and other information

Understand
Design and implementation of internal control.

OUR APPROACH - FINAL

- Address key audit areas.
- Perform tests, on a sample basis, on account balances and classes of transactions.
- Test journal entries.
- Assess accounting principles used and significant estimates.
- Confirm contingencies with legal counsel.
- Consider subsequent events.

- Propose / discuss audit adjustments.
- Present findings and recommendations.
- Provide required communications to those charged with governance.

QUESTIONS?

This presentation is presented with the understanding that the information contained does not constitute legal, accounting or other professional advice. It is not intended to be responsive to any individual situation or concerns, as the contents of this presentation are intended for general information purposes only. Viewers are urged not to act upon the information contained in this presentation without first consulting competent legal, accounting or other professional advice regarding implications of a particular factual situation. Questions and additional information can be submitted to your Eide Bailly representative, or to the presenter of this session.

Thank you

Roger Alfaro, CPA | Partner

909.466.4410 | ralfaro@eidebailly.com

EideBailly
CPAs & BUSINESS ADVISORS

June 11, 2025

To the Audit Ad Hoc Committee
Riverside County Transportation Commission (RCTC)
Riverside, California

This letter is provided in connection with our engagement to audit the financial statements and to audit compliance over major federal award programs of the Riverside County Transportation Commission (the Commission) as of and for the year ended June 30, 2025. Professional standards require that we communicate with you, certain items including our responsibilities with regard to the financial statement audit, the compliance audit, and the planned scope and timing of our audits, including significant risks we have identified.

As part of the audit of the Commission's basic financial statements, we have also been engaged to perform audits over the following:

- Local Transportation Fund
- State Transit Assistance Fund
- State of Good Repair Fund
- Low Carbon Transit Operations Program Accounts
- 91 Express Lanes
- 15 Express Lanes

We have also been engaged to perform procedures over the following:

- Compliance with Covenants and Provisions of the Reimbursement Agreement
- Agreed Upon Procedures (AUP) over the GANN Limit
- AUP over Measure A Commuter Assistance
- Compile and propose the journal entries related to the pension and other postemployment benefit (OPEB) plans

Our Responsibilities

As stated in our engagement letter dated June 11, 2025, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), for the purpose of forming and expressing opinions on the financial statements and on major federal award program compliance. Our audits do not relieve you or management of your respective responsibilities.

Our responsibility as it relates to the schedule of expenditures of federal awards is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether it is presented fairly in all material respects in relation to the financial statements as a whole.

Our responsibility relating to other information, whether financial or nonfinancial information (other than financial statements and the auditor's report thereon), included in the entity's annual report includes only the information identified in our report. We have no responsibility for determining whether introductory and statistical sections are properly stated. We require that we receive the final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report, or if that is not possible as soon as practicable and, in any case, prior to the entity's issuance of such information.

Planned Scope of the Audit

Our audits will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.

Our audit procedures will also include determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance.

Our audits will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, the risk of material noncompliance in the major federal award programs, and as a basis for designing the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion of the effectiveness of the entity's internal control over financial reporting. However, we will communicate to you at the conclusion of our audit, any material weaknesses or significant deficiencies identified. We will also communicate to you:

- Any violation of laws or regulations that come to our attention;
- Our views related to qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Significant difficulties, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial reporting process.

Professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as “significant risks.” Although we are currently in the planning stage of our audit, we have preliminarily identified the following significant risks that require special audit consideration.

- Management override of internal controls
- Revenue recognition
- Valuation of pension and other post-employment benefit liabilities

We expect to begin our audit in June 2025 and issue our report on approximately October 30, 2025.

This information is intended solely for the information and use of the Board of Commissioners, the Audit Ad Hoc Committee, and management of the Commission and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

Rancho Cucamonga, California

AGENDA ITEM 6N

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	November 12, 2025
TO:	Riverside County Transportation Commission
FROM:	Lisa Mobley, Administrative Services Director/Clerk of the Board
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Proposed 2026 Commission/Committee Meeting Schedule

STAFF RECOMMENDATION:

This item is for the Commission to:

1) Adopt its 2026 Commission/Committee Meeting Schedule.

BACKGROUND INFORMATION:

The Commission annually approves and adopts its meeting schedule for the following calendar year.

Commission and Committee Schedule

The Commission is scheduled to meet on the second Wednesday of each month at 9:30 a.m. The November 2026 Commission meeting falls on a holiday therefore, it needs to be rescheduled, and the proposed date is Tuesday, November 10, 2026. Also, the Commission approved having two Commission meetings held in Coachella Valley. The proposed dates for the Commission Meetings being held in the Coachella Valley are scheduled for April and October. The Commission's Executive Committee is held on the same day as the Commission meetings and the start time is being moved to 8:45 a.m..

The Commission's Budget and Implementation and Western Riverside County Programs and Projects Committees meet on the fourth Monday of each month at 9:30 a.m. and 1:30 p.m., respectively, except when the fourth Monday falls on a holiday. Due to the May 2025 Committee meetings falling on a holiday, they will not being scheduled.

There are times when a committee meeting may be cancelled due to a lack of substantive agenda items. Commissioners and the public will be notified when this occurs, and routine items will be forwarded directly to the Commission for final action.

Attachment: Proposed 2026 Commission/Committee Meetings Schedule

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

2026 MEETING SCHEDULE

Meeting Date (Wednesday)	Commission	Location	Executive Committee	Location
January 14	9:30 a.m.	County Board Room	8:45 a.m.	RCTC March Field Conf. Rm.
January 29-30	1:30 p.m. (Thursday)** 8:30 a.m. (Friday)**	Doubletree Cathedral City	N/A	N/A
February 11	9:30 a.m.	County Board Room	8:45 a.m.	RCTC March Field Conf. Rm.
March 11	9:30 a.m.	County Board Room	8:45 a.m.	RCTC March Field Conf. Rm.
April 8	9:30 a.m.	Coachella Valley	8:45 a.m.	Coachella Valley
May 13	9:30 a.m.	County Board Room	8:45 a.m.	RCTC March Field Conf. Rm.
June 10	9:30 a.m.	County Board Room	8:45 a.m.	RCTC March Field Conf. Rm.
August 12	9:30 a.m.	County Board Room	8:45 a.m.	RCTC March Field Conf. Rm.
September 9	9:30 a.m.	County Board Room	8:45 a.m.	RCTC March Field Conf. Rm.
October 14	9:30 a.m.	Coachella Valley	8:45 a.m.	Coachella Valley
November 10*	9:30 a.m.	County Board Room	8:45 a.m.	RCTC March Field Conf. Rm.
December 9	9:30 a.m.	County Board Room	8:45 a.m.	RCTC March Field Conf. Rm.

The Commission and the Executive Committee meetings are held on the second Wednesday of each month.

*Please note the November meeting would have fallen on a Holiday, therefore it will be held on a Tuesday for that month.

**Locations and times are tentative, subject to change.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

2026 MEETING SCHEDULE

Meeting Date (Monday)	Budget and Implementation Committee	Western Riverside County Programs and Projects Committee	Location
January 26	9:30 a.m.	1:30 p.m.	County Board Room*
February 23	9:30 a.m.	1:30 p.m.	County Board Room*
March 23	9:30 a.m.	1:30 p.m.	County Board Room*
April 27	9:30 a.m.	1:30 p.m.	County Board Room*
July 27	9:30 a.m.	1:30 p.m.	County Board Room*
August 24	9:30 a.m.	1:30 p.m.	County Board Room*
September 28	9:30 a.m.	1:30 p.m.	County Board Room*
October 26	9:30 a.m.	1:30 p.m.	County Board Room*
November 23	9:30 a.m.	1:30 p.m.	County Board Room*
December 28	9:30 a.m.	1:30 p.m.	County Board Room*

The meetings of the Budget and Implementation Committee and the Western Riverside County Programs and Projects Committee are held on the fourth Monday of each month, except on holidays.

The Toll Policy and Operations Committee meets on an as-needed basis.

*When available, additional satellite locations will be listed on each agenda.

AGENDA ITEM 7

PRESENTATION

AGENDA ITEM 8

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 12, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Tyler Madary, Legislative Affairs Manager Jeanette Flores, External Affairs Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	State and Federal Legislative Update

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file a state and federal legislative update.

BACKGROUND INFORMATION:

State Update

California State Legislature 2024-25 Session

The California Legislature adjourned on September 13 for this first year of the two-year legislative session. Bills approved by the Legislature were sent to the Governor, who faced a deadline of October 13 to sign or veto legislation.

Cap-and-Trade Reauthorization

On September 10, the Legislature unveiled Assembly Bill (AB) 1207 by Assemblymember Jacqui Irwin (Thousand Oaks) to reauthorize the Cap-and-Trade program through 2045 and rename the program Cap-and-Invest. Accompanying legislation, Senate Bill (SB) 840 by Senator Monique Limón (Santa Barbara), was also introduced and outlines how Cap-and-Invest proceeds allocated to the Greenhouse Gas Reduction Fund (GGRF) would be expended. To accommodate the constitutional requirement for legislation to be in print 72 hours before a vote, the Legislature remained in session until Saturday, September 13 in order to pass AB 1207 and SB 840. Both bills were signed by Governor Newsom on September 19.

Currently, the Transit and Intercity Rail Capital Program (TIRCP) and Low Carbon Transit Operations Program (LCTOP) receive 10 percent and 5 percent of annual GGRF revenues, respectively. This allocation resulted in an annual average of $300 million in GGRF funding for TIRCP and $145 million for LCTOP since Fiscal Year 2015-16.

Under SB 840, the TIRCP and LCTOP programs will be funded at $400 million and $200 million annually, respectively, starting in FY 2026-27. However, the bill prioritizes more than $1 billion annually each for the High-Speed Rail Project and the state's discretionary fund over the TIRCP and LCTOP allotments. As a result, the California Department of Finance will be given authority to reduce TIRCP and LCTOP funding in years where GGRF revenues are lower than anticipated.

Additionally, the annual $1 billion appropriation to the High-Speed Rail Project does not guarantee funding for projects in southern California that will have a future connection to the network. In August, RCTC submitted a joint letter with Los Angeles County Metropolitan Transit Authority, Metrolink, Orange County Transportation Authority, San Bernardino County Transportation Authority, Southern California Association of Governments, and Ventura County Transportation Commission to legislative leaders urging support for dedicated transit funding to be included in Cap-and-Trade reauthorization legislation. In addition to requesting funding for regional projects that will connect to High-Speed Rail, the letter also underscores continued support to maintain or increase funding for TIRCP and LCTOP as well as a dedicated flexible funding program to support regional rail operations.

Assembly Bill 334 (Petrie-Norris) – Update

AB 334 by Assemblymember Cottie Petrie-Norris (Irvine) was placed on the Senate Inactive File on September 13 and is now a two-year bill that can be considered when the Legislature reconvenes in January 2026. AB 334 aims to enable the future participation of toll operators in California, including RCTC, in a national interoperability program. RCTC and the California Toll Operators Committee will continue to engage the bill sponsor, Transportation Corridor Agencies, and the Legislature as discussions continue.

Senate Bill 512 (Pérez) – Governor's Veto

Senate Bill (SB) SB 512 by Senator Sasha Renée Pérez (Pasadena) passed out of the Assembly on September 4 and passed the Senate on September 11 before being vetoed by Governor Newsom on October 13. The bill, sponsored by the Self-Help Counties Coalition representing 25 counties and 88 percent of the California's population, clarifies that districts with existing sales tax authority, including transportation agencies such as RCTC, may administer a voter-approved transaction and use tax as determined by a citizens' initiative. The veto message is attached to the staff report.

Federal Update

Executive Director Aaron Hake met with Representative Ken Calvert on August 28 to brief him on the Commission's progress in advancing the Coachella Valley Rail Project, including the recent release of a request for qualifications to procure contract services to complete the Tier II

environmental studies and preliminary engineering. Representative Calvert reaffirmed his support for the project and stands ready to assist.

Fiscal Year 2026 Appropriations

As of the publish date of this report, the federal government remains in a full shutdown. While the House passed a short-term Continuing Resolution (CR) to fund the government at FY 2025 levels through November 21, the Senate has not reached the 60 votes needed to approve the CR. It remains unclear if the shutdown will delay the release of future notices of funding opportunity for programs of interest to the Commission. Until a full FY 2026 appropriations package is approved, RCTC's Community Project Funding/Congressionally Directed Spending requests for FY 2026, including $5 million for the 15 Express Lanes Project Southern Extension, $3 million for the 91 Eastbound Corridor Operations Project, $850,000 for the Metrolink Double Track Project: Moreno Valley to Perris, and $850,000 for the Mead Valley Metrolink Station/Mobility Hub are on hold and not funded. After an initial assessment, the shutdown does not appear to impact RCTC programs and projects at this time. Staff will continue to monitor the shutdown and keep the Commission apprised of any changes.

FISCAL IMPACT:

This is a policy and information item. There is no fiscal impact.

Attachments:
1) Legislative Matrix – November 2025
2) RCTC Cap-and-Trade Letter
3) SB 512 – Governor's Veto Message

RIVERSIDE COUNTY TRANSPORTATION COMMISSION - POSITIONS ON STATE AND FEDERAL LEGISLATION – NOVEMBER 2025

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
AB 334 (Petrie-Norris)	Current state law limits the sharing of toll customer data necessary for interoperability with other states, limiting toll operators' ability to collect toll revenue from out-of-state drivers in an efficient manner. The existing process is cumbersome, requires significant staff time, and may lead to penalties on customers that may otherwise be avoided. AB 334 enables toll operators in California, such as RCTC, to participate in a future national interoperability program, enhancing service to customers and streamlining the transaction process.	Ordered to Senate Inactive File on 9/13/2025. Two-year bill.	*Support*	4/9/2025
SB 512 (Pérez)	SB 512 provides statutory clarity confirming that transportation agencies with existing sales tax authority may administer a voter-approved transactions and use tax as determined by a citizens' initiative.	Passed out of the Assembly on 9/4/2025. Assembly amendments concurred in on 9/11/2025. Vetoed by Governor on 10/13/2025.	*Support Based on Platform*	7/9/2025
AB 1145 (Gonzalez)	Requires the California Department of Transportation to conduct a study on State Highway Route 74 by December 31, 2027 with a goal of improving safety of travelers and address enforcement of commercial vehicle facility bypassing.	Senate Transportation hearing canceled at the request of the author on 7/1/2025. Two-year bill.	*Support*	7/11/2025

August 21, 2025

The Honorable Mike McGuire
President pro Tempore
California State Senate
1021 O Street, Suite 8518
Sacramento, CA 95814

The Honorable Robert Rivas
Speaker
California State Assembly
1021 O Street, Suite 8330
Sacramento, CA 95814

The Honorable Scott Wiener, Chair
Senate Budget & Fiscal Review
Committee
1021 O Street, Suite 8620
Sacramento, CA 95814

The Honorable Jesse Gabriel, Chair
Assembly Committee on Budget
1021 O Street, Suite 8230
Sacramento, CA 95814

RE: Cap-and-Trade Reauthorization Priorities

Dear pro Tem McGuire, Speaker Rivas, Chair Wiener and Chair Gabriel:

We, the undersigned representatives of Southern California transit agencies, write to express our support for prioritizing investment in regional transit systems as part of the reauthorization of the State's Cap-and-Trade program, and outline our priorities for the program going forward. The Southern California region served by Metrolink and our transit systems is home to over 20 million people and includes some of the highest concentrations of disadvantaged communities. The region faces both severe air quality challenges and significant greenhouse gas emissions. We have developed a comprehensive regionwide strategy to reduce these emissions and meet the region's greenhouse gas emission reduction targets via the Southern California Association of Governments' Sustainable Communities Strategy, recently approved by the California Air Resources Board. However, much of that strategy is predicated on the need to grow and maintain our region's transit system and services. As such, it is imperative that cap-and-trade funds be invested proportionately in our region for transit purposes.

A robust cap-and-trade investment plan is critical to the success of meeting the State's climate goals, and we are grateful to the Governor and our legislative colleagues for your

commitment to improving this program and transportation across the State. The decision before the State today is one that will have a 20-year impact on progress towards a healthier and more sustainable climate. This investment plan will be a product of our State's values and priorities for the future. As we continue to consider the future of our State's climate goals, we would like to outline priorities and solutions for ensuring that public transit is an integral part of this reauthorization. With that in mind, we would like to highlight the following three key priorities.

1. **If the Legislature provides long-term, guaranteed minimum funding to high-speed rail, a proportionate share of that funding must be directed to Southern California.** The Governor's investment plan, as proposed today, would make the California High-Speed Rail project the only substantive infrastructure investment by the State, with no guarantee that any of this investment will take place in Southern California over the next 20 years. The Legislature should direct a share of HSR funding to Southern California's regional rail system projects that have a direct connection to the future HSR network. These investments in regional rail will yield immediate benefits for California's largest population centers and help support mode shift and emission reduction goals.

2. **Maintain or increase the share of cap-and-trade funding directed towards the Transit and Intercity Rail Capital Program (TIRCP)**. TIRCP supports transit capital project construction, which creates thousands of jobs, leading to increased economic development and a reduction in greenhouse gas emissions. Over the next two decades, transit agencies will bring forward projects across the region that will improve mobility, reduce vehicle miles traveled, and preserve the backbone of our State's rail system. Though many counties have voted to tax themselves to fund transportation projects, robust investment from state and federal sources is crucial to the advancement of these connections. Currently, TIRCP receives 10 percent of cap-and-trade funding each year via ongoing appropriations. In addition, cap-and-trade funding has been used for recent TIRCP formula programs to directly assist transit agencies with operating and capital needs. These projects and programs would not receive any significant funding under the current proposal. Further, it is unclear if existing committed funds dedicated to transit projects through 2030 will be maintained. Both the honoring of existing commitments and a future dedication of funding for TIRCP are necessary to sustain regional transit needs.

3. **Maintain or increase the share of cap-and-trade funding dedicated towards the Low Carbon Transit Operations Program (LCTOP).** LCTOP supports innovative operations programs within our region, including transit pass programs that enable youth to ride transit for free, university partnerships, and other fare promotions. In addition, the

program also helps fund the operations of new transit services, the region's transition to a zero-emission transit fleet, and other programs that help drive ridership and reduce emissions. Receiving 5 percent of annual appropriations from cap-and-trade, this program is the only formula-based cap-and-trade program for transit, guaranteeing funding for all transit agencies.

4. **We urge that any reauthorization provide a flexible dedicated funding source for regional rail agency operations, a critical tool for meeting the State's climate goals.** Regional rail services play a significant role in reducing single occupancy vehicle trips throughout California. Last year, Metrolink removed over 4.1 million car trips from California's congested roads with an average trip length of 36.7 miles. As part of the reauthorization process, we request that the State dedicate a share of cap-and-trade funding to establish a dedicated funding source that Regional Transportation Planning Agencies can use to support regional rail operations. Funds would support agencies like Metrolink, North County Transportation District's Coaster, and others throughout the state. A dedicated funding source for regional rail agency operations is critical to meeting the State's climate goals.

Thank you for considering our letter and priorities. We look forward to further dialogue with you as you consider the future of Cap-and-Trade.

Sincerely,

Stephanie Wiggins
Chief Executive Officer
Los Angeles County Metropolitan Transit Authority

Darren M. Kettle
Chief Executive Officer
Metrolink

Darrell Johnson
Chief Executive Officer
Orange County Transportation Authority

Aaron Hake
Executive Director
Riverside County Transportation Commission

Carolyn Schindler
Executive Director
San Bernardino County Transportation Authority

Kome Ajise
Executive Director
Southern California Association of Governments

Martin Erickson
Executive Director
Ventura County Transportation Commission

OFFICE OF THE GOVERNOR

OCT 13 2025

To the Members of the California State Senate:

I am returning Senate Bill 512 without my signature.

This bill reaffirms that jurisdictions may use the initiative process to impose transactions and use taxes for transportation purposes.

The courts have consistently and repeatedly affirmed this existing authority; therefore, this bill is unnecessary.

Sincerely,

Gavin Newsom

AGENDA ITEM 9

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 12, 2025
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee John Tarascio, Senior Capital Projects Manager Erik Galloway, Capital Projects Delivery Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Perris-South Station and Layover Expansion Project Award Construction Agreement with Granite Construction Company, Approve Short Range Transit Plan Amendment

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Award Agreement No. 26-33-012-00 to Granite Construction Company (Granite), as the lowest responsive, responsible bidder, for the construction of the Perris-South Station and Layover Expansion Project (Project) in the amount of $24,435,746, plus a contingency amount of $2,932,290, for a total amount not to exceed $27,368,036;
2) Approve an amendment to the Fiscal Year 2025/26 Short Range Transit Plan (SRTP) to include $2,351,836 of additional State Transit Assistance (STA) funds for the Project;
3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and
4) Authorize the Executive Director or designee to approve contingency work as may be required for the Project.

BACKGROUND INFORMATION:

Over the past several years, the Commission, in partnership with the Southern California Regional Rail Authority (SCRRA), has worked to secure funding for infrastructure improvements along the Perris Valley Line (PVL). These projects aim to improve service reliability and support expanded bi-directional, peak-period service, with a long-term goal of achieving 30-minute train frequencies.

As a result of this combined effort, the California State Transportation Agency (CalSTA) awarded the Commission $25,042,000 in Transit and Intercity Rail Capital Program (TIRCP) funding to advance two major capacity improvement projects: the Perris-South Station Expansion and the addition of a 4th Layover Track. Of the $25,042,000 in TIRCP funding, $2,700,000 is being utilized for the design phase and $22,342,000 for the construction phase. Under a cooperative agreement between Commission and SCRRA executed on February 9, 2023, the Commission is administering the funds and leading all phases of the Project. HDR Engineering, Inc. (HDR) was

awarded an on-call task order to perform the design. HDR submitted the final design package for agency approval on February 17, 2025. SCRRA approved and accepted the final design on April 30, 2025.

The California Transportation Commission (CTC) allocated $22,342,000 in TIRCP construction funding during its May 15-16, 2025, meeting. Of the $22,342,000 in TIRCP funding, $3,341,000 is being utilized to fund the on-call construction management services task order contract for the Project, which has been awarded to AECOM, and $19,001,000 is being used for construction. The Commission advertised Invitation for Bids (IFB) No. 26-33-012-00 for construction of the Project on August 28, 2025, with a bid submission deadline of September 24, 2025. In addition, the Commission and SCRRA are executing the construction and maintenance (C&M) agreement, which is currently being routed for signatures.

DISCUSSION:

Project Scope

The original construction of the Perris-South Station consisted of a single boarding platform, parking lot areas, and other necessary rail station amenities with plans for future expansion to the ultimate buildout, including the second boarding platform. Rail service began in 2016 serving the communities of Riverside, Perris, and Moreno Valley. This Project includes the final elements necessary to bring the Station to its ultimate buildout. The scope of the Project includes the construction of the following infrastructure improvements:

- **Perris-South Station Expansion**

  The Project is located at the Perris-South Station on the north side of Case Road in the city of Perris. The scope of this work includes construction of a second passenger loading platform, 680 feet in length, as well as an extension of the existing platform by approximately 270 feet to match the planned second passenger loading platform, in compliance with SCRRA standards. An at-grade pedestrian crossing will also be constructed, along with active warning devices, to provide safe access to the new platform. Additional improvements will include canopies and other passenger amenities.

  To support the new platform, approximately 1,230 feet of new station track will be added, enabling two passenger trains to board and deboard at the same time. This added capacity will ensure that the station remains operational even in the event of a train breakdown on the station track.

- **Perris-South Layover 4th Track**

  The scope of work includes the construction of a fourth layover track, approximately 1,425 feet in length, at the Perris-South layover maintenance yard. This work will involve installing a new rail turnout (a track component that allows trains to switch from one track

to another), as well as the associated track and supporting infrastructure needed for operational use.

Construction Procurement and Award

On August 28, 2025, the Commission advertised IFB No. 26-33-012-00 for construction of the Project. A public notice was advertised in the Press Enterprise, and the complete IFB package, including all contract documents, was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Electronic mail messages were sent to vendors registered in the Commission's PlanetBids database that fit the IFB qualifications. Eighty-five (85) firms downloaded the IFB; twenty-three (23) of those firms are located in Riverside County. A pre-bid conference was held on September 3, 2025.

On September 24, 2025, five (5) bids were received and publicly opened. A summary of the bids received is shown in Table 1.

Table 1 - Summary of Bids

	Responsive Bidder (In order from low bid to high bid)	Bid Amount (Rounded)
	Engineers Estimate	$ 24,000,000
1	Granite Construction Company	$ 24,435,746
2	Balfour Beatty Infrastructure Inc.	$ 25,212,484
3	Shimmick Construction Company, Inc.	$ 25,293,631
4	Stacy and Witbeck, Inc.	$ 27,499,221
5	Nationwide Contracting Services, Inc.	$ 29,827,695

The basis of award for a public works contract is the lowest responsive and responsible bidder as defined by the Commission's procurement policy and state law. The Bid Comparison Analysis Table (Attachment 1) shows the bid amounts of each bidder, the total price per item and percent variation from the engineer's estimate for each bid item. The bid price submitted by Granite was 1.8 percent higher than the engineer's estimate. After analyzing the bids received, staff has concluded that Granite's bid, in the amount of $24,435,746, is the lowest responsive and responsible bid received for the Project.

Staff recommends award of Agreement No. 26-33-012-00 for the construction of the Project to Granite in the amount of $24,435,746, plus a contingency amount of $2,932,290 to cover potential change orders encountered during construction, for a total amount not to exceed $27,368,036. A 12 percent contingency is recommended due to additional risks associated with the Project including on-going adjacent projects in the area, the potential for contaminated soils and new 49 CFR 246 railroad signal requirements that are being administered on the Project.

FISCAL IMPACT:

The Perris-South Station and Layover Expansion Project Construction Agreement No. 26-33-012-00 will be funded by the fund sources as summarized in Table 2. To date, a total of $25,016,200 has been approved for construction with funding from the TIRCP, Measure A, and STA. Staff recommends the Commission allocate an additional $2,351,836 of available STA funds to fully fund the Project and approve an amendment to the FY 2025/26 SRTP to reflect this increase.

Table 2 - Funding Source Breakdown (Construction)

	Item	Current Approved Funding	Additional Funding Required	Total Project Funding	Fund Source
1	TIRCP Competitive	$19,001,000		$19,001,000	State
2	Measure A	$4,000,000		$4,000,000	Local
3	STA	$2,015,200	$2,351,836	$4,367,036	State
	Total	**$25,016,200**	**$2,351,836**	**$27,368,036**	

Table 3 – Revenue and Expenditures by Fiscal Year (Construction)

	Item	FY 2025/26	FY 2026/27	FY 2027/28	Total
1	TIRCP Competitive	$4,863,124	$14,137,876		$19,001,000
2	Measure A		$1,000,000	$3,000,000	$4,000,000
3	STA		$2,167,113	$2,199,923	$4,367,036
	Total	**$4,863,124**	**$17,304,989**	**$5,199,923**	**$27,368,036**

Financial Information						
In Fiscal Year Budget:	Yes	Year:	FY 2025/26 FY 2026/27+	Amount:	FY2025/26 $4,863,124 FY2026/27+ $22,504,912	
Source of Funds:	TIRCP ($4,863,124)			Budget Adjustment:		No
GL/Project Accounting No.:	FY 2025/26: Revenue: 003837-000-41510-0000 265-33-41510 ($4,863,124) TIRCP Expenditure: 003837-81301-00000-0000 265-33-81301 ($4,863,124)					
Fiscal Procedures Approved:					Date:	10/17/2025

Attachments:

1) Bid Comparison Analysis Table
2) Bid Analysis Report
3) Draft Agreement No. 26-33-012-00 with Granite Construction Company
4) FY 2025/26 RCTC SRTP Amendment No. 1

Approved by the Western Riverside County Programs and Projects Committee on October 27, 2025

In Favor: 9 Abstain: 0 No: 0

ATTACHMENT 1

CONSTRUCTION OF THE PERRIS - SOUTH METROLINK STATION AND LAYOVER FACILITY EXPANSION PROJECT (IFB NO. 26-33-012-00)

Bid Opening Date: September 24, 2025 2:00 PM (PDT)

Legend	
> $100k below ENGR EST	> Other Bids
> $200k above Average Bid Pice	< Other bids
> 50% of Engineering Estimate	
< -75% of Engineering Estimate	

				ENGINEERING ESTIMATE							LOW BIDDER Granite Construction Company			SECOND BIDDER Balfour Beatty Infrastructure Inc.			THIRD BIDDER Shimmick Construction Company, Inc			FOURTH BIDDER Stacy and Witbeck, Inc.			FIFTH BIDDER Nationwide Contracting Services, Inc.			AVERAGE OF BID AMOUNTS
ITEM NUM		ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	UNIT PRICE ($)	TOTAL BID AMOUNT	% VAR ENGR EST	UNIT PRICE ($)	TOTAL BID AMOUNT	% VAR ENGR EST	UNIT PRICE ($)	TOTAL BID AMOUNT	% VAR ENGR EST	UNIT PRICE ($)	TOTAL BID AMOUNT	% VAR ENGR EST	UNIT PRICE ($)	TOTAL BID AMOUNT	% VAR ENGR EST	
			CONSTRUCTION BID ITEMS																							
1		013119	PARTNERING	Allowance	$60,000.00	1	$ 60,000	1	$ 60,000	0.3%	60,000.00	60,000	0%	60,000.00	60,000	0%	60,000.00	60,000	0%	60,000.00	60,000	0%	40,000.00	40,000	-33%	56,000
2		312050	CHEMICALLY-IMPACTED SOILS	CY	$85.00	1,600	$ 136,000	1,600	$ 136,000	0.6%	140.00	224,000	65%	189.00	302,400	122%	175.00	280,000	106%	160.00	256,000	88%	300.00	480,000	253%	308,480
3		312050	HAZARDOUS WASTE SOILS	CY	$160.00	400	$ 64,000	400	$ 64,000	0.3%	380.00	152,000	138%	336.00	134,400	110%	225.00	90,000	41%	240.00	96,000	50%	600.00	240,000	275%	142,480
4		015526	TRAFFIC CONTROL	LS	$540,000.00	1	$ 540,000	1	$ 540,000	2.3%	750,000.00	750,000	39%	315,000.00	315,000	-42%	350,000.00	350,000	-35%	120,000.00	120,000	-78%	750,000.00	750,000	39%	457,000
5		12 (Caltrans)	TEMPORARY K-RAIL	LS	$522,435.00	1	$ 522,435	1	$ 522,435	2.2%	508,000.00	508,000	-3%	450,000.00	450,000	-14%	480,000.00	480,000	-8%	350,000.00	350,000	-33%	500,000.00	500,000	-4%	457,600
6		015719	SWPPP/EROSION CONTROL	LS	$300,000.00	1	$ 300,000	1	$ 300,000	1.3%	500,000.00	500,000	67%	650,000.00	650,000	117%	350,000.00	350,000	17%	300,000.00	300,000	0%	50,000.00	50,000	-83%	370,000
7		017113	MOBILIZATION, DEMOBILIZATION (MAXIMUM OF 10% OF TOTAL BID)	LS	$1,600,000.00	1	$ 1,600,000	1	$ 1,600,000	6.7%	797,000.00	797,000	-50%	1,000,000.00	1,000,000	-38%	2,300,000.00	2,300,000	44%	2,745,000.00	2,745,000	72%	2,550,000.00	2,550,000	59%	1,878,400
8		032100	REINFORCING STEEL	LB	$4.00	116,384	$ 465,536	116,384	$ 465,536	1.9%	2.00	232,768	-50%	2.27	264,192	-43%	1.75	203,672	-56%	2.00	232,768	-50%	5.00	581,920	25%	303,064
9		033100	STRUCTURAL CONCRETE	CY	$1,410.00	1,125	$ 1,586,250	1,125	$ 1,586,250	6.6%	1,150.00	1,293,750	-18%	2,000.00	2,250,000	42%	950.00	1,068,750	-33%	1,100.00	1,237,500	-22%	1,500.00	1,687,500	6%	1,507,500
10		033100	CAST-IN-PLACE CONCRETE (CULVERT HEADWALLS)	CY	$4,704.75	13	$ 61,162	13	$ 61,162	0.3%	8,600.00	111,800	83%	3,100.00	40,300	-34%	3,500.00	45,500	-26%	5,500.00	71,500	17%	1,800.00	23,400	-62%	58,500
11		051213	STRUCTURAL STEEL FRAMING	LB	$8.30	134,802	$ 1,118,857	134,802	$ 1,118,857	4.7%	6.00	808,812	-28%	12.50	1,685,025	51%	6.00	808,812	-28%	8.00	1,078,416	-4%	13.00	1,752,426	57%	1,226,698
12		055200	EDGE FENCE RAILING	LF	$220.00	699	$ 153,780	699	$ 153,780	0.6%	260.00	181,740	18%	370.00	258,630	68%	500.00	349,500	127%	300.00	209,700	36%	260.00	181,740	18%	236,262
13		055200	METAL HAND RAILING AT MINI-HIGH	LF	$350.00	200	$ 70,000	200	$ 70,000	0.3%	290.00	58,000	-17%	375.00	75,000	7%	375.00	75,000	7%	350.00	70,000	0%	300.00	60,000	-14%	67,600
14		055210	PEDESTRIAN SWING GATES	EA	$4,500.00	7	$ 31,500	7	$ 31,500	0.1%	7,500.00	52,500	67%	11,000.00	77,000	144%	8,500.00	59,500	89%	8,000.00	56,000	78%	9,000.00	63,000	100%	61,600
15		055500	MIDWEST GUARDRAIL SYSTEM TYPE 16A	LF	$80.73	861	$ 69,509	861	$ 69,509	0.3%	43.00	37,023	-47%	60.00	51,660	-26%	55.75	48,001	-31%	50.00	43,050	-38%	78.28	67,399	-3%	49,427
16		055500	END ANCHOR ASSEMBLY TYPE SFT-M	EA	$1,447.69	1	$ 1,448	1	$ 1,448	0.0%	3,100.00	3,100	114%	4,500.00	4,500	211%	4,000.00	4,000	176%	4,000.00	4,000	176%	7,270.00	7,270	402%	4,574
17		055500	END TERMINAL SYSTEM	EA	$6,673.37	1	$ 6,673	1	$ 6,673	0.0%	5,830.00	5,830	-13%	8,500.00	8,500	27%	7,620.00	7,620	14%	6,000.00	6,000	-10%	16,250.00	16,250	144%	8,840
18		076113	METAL ROOFING (CANOPIES)	SF	$56.00	7,056	$ 395,136	7,056	$ 395,136	1.6%	95.00	670,320	70%	115.00	811,440	105%	28.00	197,568	-50%	50.00	352,800	-11%	50.00	352,800	-11%	476,986
19		076200	SHEET METAL FLASHING AND TRIM	LF	$154.00	1,176	$ 181,104	1,176	$ 181,104	0.8%	165.00	194,040	7%	115.00	135,240	-25%	875.00	1,029,000	468%	300.00	352,800	95%	60.00	70,560	-61%	356,328
20		079213	JOINT SEALANTS	LF	$138.00	176	$ 24,288	176	$ 24,288	0.1%	140.00	24,640	1%	195.00	34,320	41%	165.00	29,040	20%	150.00	26,400	9%	25.00	4,400	-82%	23,760
21		088123	GLAZING FOR CANOPY WINDSCREENS	SF	$219.00	4,082	$ 893,967	4,082	$ 893,967	3.7%	150.00	612,306	-32%	175.00	714,357	-20%	150.00	612,306	-32%	155.00	632,716	-29%	61.00	249,004	-72%	564,138
22		096150	DETECTABLE WARNING TACTILE FOR STATION PLATFORM	LF	$251.00	950	$ 238,450	950	$ 238,450	1.0%	311.00	295,450	24%	90.00	85,500	-64%	330.00	313,500	31%	275.00	261,250	10%	350.00	332,500	39%	257,640
23		096150	DETECTABLE WARNING TACTILE FOR CROSSINGS	SF	$108.00	249	$ 26,892	249	$ 26,892	0.1%	160.00	39,840	48%	67.00	16,683	-38%	110.00	27,390	2%	100.00	24,900	-7%	50.00	12,450	-54%	24,253
24		096150	4' X 3' DETECTABLE DIRECTIONAL TILE (PLATFORM)	SF	$150.00	480	$ 72,000	480	$ 72,000	0.3%	190.00	91,200	27%	75.00	36,000	-50%	115.00	55,200	-23%	100.00	48,000	-33%	150.00	72,000	0%	60,480
25		096150	2' X 3' BLACK/ WHITE DETECTABLE WARNING PANELS	SF	$214.00	60	$ 12,840	60	$ 12,840	0.1%	215.00	12,900	0%	82.00	4,920	-62%	220.00	13,200	3%	200.00	12,000	-7%	150.00	9,000	-30%	10,404
26		099623	GRAFFITI-RESISTANT COATINGS	LS	$333,353.00	1	$ 333,353	1	$ 333,353	1.4%	450,000.00	450,000	35%	310,000.00	310,000	-7%	175,000.00	175,000	-48%	350,000.00	350,000	5%	645,000.00	645,000	93%	386,000
27		101423	SIGNAGE (WAYFINDING/ PLATFORM)	LS	$86,400.00	1	$ 86,400	1	$ 86,400	0.4%	20,600.00	20,600	-76%	82,000.00	82,000	-5%	30,000.00	30,000	-65%	55,000.00	55,000	-36%	25,000.00	25,000	-71%	42,520
28		101455	RELOCATE SIGN "DO NOT ENTER"	EA	$400.00	2	$ 800	2	$ 800	0.0%	1,000.00	2,000	150%	400.00	800	0%	500.00	1,000	25%	600.00	1,200	50%	2,000.00	4,000	400%	1,800
29		101455	RELOCATE SIGN AND POST	EA	$400.00	2	$ 800	2	$ 800	0.0%	1,000.00	2,000	150%	400.00	800	0%	450.00	900	13%	600.00	1,200	50%	2,000.00	4,000	400%	1,780
30		101455	INSTALL SIGN 1-D WITH R15-2 AND POST	EA	$1,200.00	2	$ 2,400	2	$ 2,400	0.0%	1,000.00	2,000	-17%	1,800.00	3,600	50%	1,100.00	2,200	-8%	900.00	1,800	-25%	2,000.00	4,000	67%	2,720
31		126723	SITE FURNISHINGS - BENCHES	EA	$4,860.00	29	$ 140,940	29	$ 140,940	0.6%	3,200.00	92,800	-34%	3,200.00	92,800	-34%	3,000.00	87,000	-38%	3,000.00	87,000	-38%	3,500.00	101,500	-28%	92,220
32		126723	TRASH CONTAINERS	EA	$1,080.00	12	$ 12,960	12	$ 12,960	0.1%	3,050.00	36,600	182%	3,700.00	44,400	243%	2,300.00	27,600	113%	800.00	9,600	-26%	2,500.00	30,000	131%	29,640
33		220500	STATION AND LAYOVER PLUMBING	LS	$291,595.57	1	$ 291,596	1	$ 291,596	1.2%	526,000.00	526,000	80%	910,000.00	910,000	212%	450,000.00	450,000	54%	500,000.00	500,000	71%	500,000.00	500,000	71%	577,200
34	E	260500	BASIC ELECTRICAL MATERIALS AND METHODS	LS	$30,000.00	1	$ 30,000	1	$ 30,000	0.1%	38,727.00	38,727	29%	38,000.00	38,000	27%	48,000.00	48,000	60%	60,000.00	60,000	100%	69,720.00	69,720	132%	50,889
35	E	260500	GROUNDING AND BONDING	LS	$30,000.00	1	$ 30,000	1	$ 30,000	0.1%	41,937.00	41,937	40%	41,000.00	41,000	37%	72,000.00	72,000	140%	65,000.00	65,000	117%	72,000.00	72,000	140%	58,387
36	E	260500	METER PEDESTAL	EA	$45,000.00	1	$ 45,000	1	$ 45,000	0.2%	27,182.00	27,182	-40%	27,000.00	27,000	-40%	12,500.00	12,500	-72%	16,000.00	16,000	-64%	14,520.00	14,520	-68%	19,440
37	E	260500	LIGHTING CONTROL PANEL	EA	$30,000.00	1	$ 30,000	1	$ 30,000	0.1%	19,687.00	19,687	-34%	19,000.00	19,000	-37%	22,000.00	22,000	-27%	25,000.00	25,000	-17%	24,360.00	24,360	-19%	22,009
38	E	260500	WSP CABINET	EA	$132,500.00	1	$ 132,500	1	$ 132,500	0.6%	143,510.00	143,510	8%	140,000.00	140,000	6%	175,000.00	175,000	32%	170,000.00	170,000	28%	195,600.00	195,600	48%	164,822
39	E	261200	WIRE AND CABLE	LS	$209,450.00	1	$ 209,450	1	$ 209,450	0.9%	181,284.00	181,284	-13%	250,000.00	250,000	19%	263,000.00	263,000	26%	950,000.00	950,000	354%	1,097,160.00	1,097,160	424%	548,289
40	E	261300	CONDUIT	LS	$766,120.00	1	$ 766,120	1	$ 766,120	3.2%	1,100,000.00	1,100,000	44%	1,235,000.00	1,235,000	61%	1,200,000.00	1,200,000	57%	70,000.00	70,000	-91%	850,000.00	850,000	11%	891,000
41	E	261300	PULL BOXES	EA	$3,750.00	116	$ 435,000	116	$ 435,000	1.8%	2,609.00	302,644	-30%	1,800.00	208,800	-52%	1,600.00	185,600	-57%	2,000.00	232,000	-47%	1,656.00	192,096	-56%	224,228
42	E	261300	4'X4' PULLBOX	EA	$11,250.00	13	$ 146,250	13	$ 146,250	0.6%	17,967.00	233,571	60%	17,500.00	227,500	56%	13,500.00	175,500	20%	14,000.00	182,000	24%	15,164.40	197,137	35%	203,142
43	E	261300	DUCTBANKS & ENCASEMENT	LS	$65,451.00	1	$ 65,451	1	$ 65,451	0.3%	139,394.00	139,394	113%	140,000.00	140,000	114%	550,000.00	550,000	740%	1,200,000.00	1,200,000	1733%	795,072.00	795,072	1115%	564,893

CONSTRUCTION OF THE PERRIS - SOUTH METROLINK STATION AND LAYOVER FACILITY EXPANSION PROJECT (IFB NO. 26-33-012-00)

Bid Opening Date: September 24, 2025 2:00 PM (PDT)

Legend	
> $100k below ENGR EST	> Other Bids
> $200k above Average Bid Pice	< Other bids
> 50% of Engineering Estimate	
< -75% of Engineering Estimate	

ITEM NUM		ITEM CODE		ITEM DESCRIPTION	UNIT OF MEASURE	ENGINEERING ESTIMATE UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	LOW BIDDER Granite Construction Company UNIT PRICE ($)	LOW BIDDER TOTAL BID AMOUNT	LOW BIDDER % VAR ENGR EST	SECOND BIDDER Balfour Beatty Infrastructure Inc. UNIT PRICE ($)	SECOND BIDDER TOTAL BID AMOUNT	SECOND BIDDER % VAR ENGR EST	THIRD BIDDER Shimmick Construction Company, Inc UNIT PRICE ($)	THIRD BIDDER TOTAL BID AMOUNT	THIRD BIDDER % VAR ENGR EST	FOURTH BIDDER Stacy and Witbeck, Inc. UNIT PRICE ($)	FOURTH BIDDER TOTAL BID AMOUNT	FOURTH BIDDER % VAR ENGR EST	FIFTH BIDDER Nationwide Contracting Services, Inc. UNIT PRICE ($)	FIFTH BIDDER TOTAL BID AMOUNT	FIFTH BIDDER % VAR ENGR EST	AVERAGE OF BID AMOUNTS
44	E	262816		SAFETY SWITCHES	LS	$1,600.00	1	$ 1,600	1	$ 1,600	0.0%	2,554.00	2,554	60%	2,500.00	2,500	56%	2,600.00	2,600	63%	2,000.00	2,000	25%	2,052.00	2,052	28%	2,341
45	E	264600		DRY TYPE TRANSFORMERS (600V AND LESS)	EA	$15,450.00	2	$ 30,900	2	$ 30,900	0.1%	29,720.00	59,440	92%	26,000.00	52,000	68%	13,500.00	27,000	-13%	13,000.00	26,000	-16%	14,544.00	29,088	-6%	38,706
46	E	265000		STREET LIGHT POLES	EA	$18,700.00	34	$ 635,800	34	$ 635,800	2.6%	6,846.00	232,764	-63%	6,000.00	204,000	-68%	10,200.00	346,800	-45%	13,000.00	442,000	-30%	11,688.00	397,392	-37%	324,591
47	E	265000		CANOPY LIGHTING	EA	$2,424.00	48	$ 116,352	48	$ 116,352	0.5%	1,344.00	64,512	-45%	1,900.00	91,200	-22%	2,400.00	115,200	-1%	2,500.00	120,000	3%	2,500.00	120,000	3%	102,182
48	E	265000		EMERGENCY EXIT SIGNS	EA	$5,000.00	6	$ 30,000	6	$ 30,000	0.1%	3,384.00	20,304	-32%	3,300.00	19,800	-34%	2,700.00	16,200	-46%	2,500.00	15,000	-50%	2,880.00	17,280	-42%	17,717
49	E	265000		RELOCATE LIGHT POLE	EA	$8,000.00	1	$ 8,000	1	$ 8,000	0.0%	10,064.00	10,064	26%	10,000.00	10,000	25%	4,200.00	4,200	-48%	7,000.00	7,000	-13%	4,320.00	4,320	-46%	7,117
50	E	311150		ADJUST TO GRADE	EA	$3,546.00	5	$ 17,730	5	$ 17,730	0.1%	5,754.00	28,770	62%	7,000.00	35,000	97%	1,060.00	5,300	-70%	4,000.00	20,000	13%	2,000.00	10,000	-44%	19,814
51		311150		REMOVE TREE	EA	$3,036.00	2	$ 6,072	2	$ 6,072	0.0%	3,835.00	7,670	26%	5,000.00	10,000	65%	2,600.00	5,200	-14%	4,000.00	8,000	32%	3,500.00	7,000	15%	7,574
52		311150		REMOVE MINI-HIGH	CY	$1,184.00	11	$ 13,024	11	$ 13,024	0.1%	1,160.00	12,760	-2%	1,150.00	12,650	-3%	1,200.00	13,200	1%	600.00	6,600	-49%	1,000.00	11,000	-16%	11,242
53		311150		REMOVE FENCE	LF	$18.00	1,161	$ 20,889	1,161	$ 20,889	0.1%	20.00	23,210	11%	40.00	46,420	122%	30.00	34,815	67%	40.00	46,420	122%	21.00	24,371	17%	35,047
54		311150		REMOVE PLATFORM	CY	$1,016.00	35	$ 35,560	35	$ 35,560	0.1%	1,735.00	60,725	71%	1,000.00	35,000	-2%	940.00	32,900	-7%	600.00	21,000	-41%	1,000.00	35,000	-2%	36,925
55		311150		REMOVE CULVERT	LF	$179.00	50	$ 8,950	50	$ 8,950	0.0%	110.00	5,500	-39%	300.00	15,000	68%	170.00	8,500	-5%	400.00	20,000	123%	200.00	10,000	12%	11,800
56		311150		REMOVE RIP-RAP	CY	$454.00	8	$ 3,814	8	$ 3,814	0.0%	1,615.00	13,566	256%	700.00	5,880	54%	600.00	5,040	32%	200.00	1,680	-56%	200.00	1,680	-56%	5,569
57		311150		REMOVE ASPHALT CONCRETE PAVEMENT	SY	$93.00	424	$ 39,432	424	$ 39,432	0.2%	127.00	53,848	37%	80.00	33,920	-14%	60.00	25,440	-35%	60.00	25,440	-35%	50.00	21,200	-46%	31,970
58		311150		REMOVE PIPE GATE	EA	$2,244.00	2	$ 4,488	2	$ 4,488	0.0%	1,815.00	3,630	-19%	2,500.00	5,000	11%	650.00	1,300	-71%	2,400.00	4,800	7%	2,000.00	4,000	-11%	3,746
59		311150		REMOVE WIND SCREEN	LF	$271.00	6	$ 1,626	6	$ 1,626	0.0%	605.00	3,630	123%	400.00	2,400	48%	110.00	660	-59%	130.00	780	-52%	500.00	3,000	85%	2,094
60		311150		REMOVE TUBULAR BOLLARD	EA	$359.00	3	$ 1,077	3	$ 1,077	0.0%	280.00	840	-22%	600.00	1,800	67%	200.00	600	-44%	30.00	90	-92%	500.00	1,500	39%	966
61		311150		REMOVE SIGN	EA	$286.00	2	$ 572	2	$ 572	0.0%	300.00	600	5%	1,200.00	2,400	320%	200.00	400	-30%	30.00	60	-90%	1,000.00	2,000	250%	1,092
62		311150		REMOVE TRAIN POSITION MARKERS	EA	$309.00	11	$ 3,399	11	$ 3,399	0.0%	200.00	2,200	-35%	500.00	5,500	62%	330.00	3,630	7%	200.00	2,200	-35%	200.00	2,200	-35%	3,146
63		311150		REMOVE LANDSCAPING & IRRIGATION	LS	$15,834.00	1	$ 15,834	1	$ 15,834	0.1%	18,925.00	18,925	20%	35,000.00	35,000	121%	19,000.00	19,000	20%	10,000.00	10,000	-37%	20,000.00	20,000	26%	20,585
64		311150		REMOVE BLACK/WHITE DETECTABLE WARNING TILES	SF	$46.00	32	$ 1,472	32	$ 1,472	0.0%	32.00	1,024	-30%	100.00	3,200	117%	40.00	1,280	-13%	10.00	320	-78%	10.00	320	-78%	1,229
65		311150		REMOVE HANDRAILING	LF	$58.00	67	$ 3,886	67	$ 3,886	0.0%	50.00	3,350	-14%	150.00	10,050	159%	20.00	1,340	-66%	80.00	5,360	38%	35.00	2,345	-40%	4,489
66		311150		REMOVE EXISTING CONCRETE SIDEWALK	SF	$14.00	450	$ 6,300	450	$ 6,300	0.0%	21.00	9,450	50%	37.00	16,650	164%	6.50	2,925	-54%	10.00	4,500	-29%	10.00	4,500	-29%	7,605
67		311150		REMOVE AND DISPOSE TRACK	TF	$146.00	554	$ 80,884	554	$ 80,884	0.3%	300.00	166,200	105%	178.00	98,612	22%	220.00	121,880	51%	50.00	27,700	-66%	82.50	45,705	-43%	92,019
68		311150		REMOVE DIRECTIONAL BAR TILES	SF	$38.00	108	$ 4,104	108	$ 4,104	0.0%	31.00	3,348	-18%	112.00	12,096	195%	12.00	1,296	-68%	8.00	864	-79%	100.00	10,800	163%	5,681
69		311150		REMOVE INLET	EA	$3,411.00	1	$ 3,411	1	$ 3,411	0.0%	1,400.00	1,400	-59%	4,000.00	4,000	17%	2,500.00	2,500	-27%	1,600.00	1,600	-53%	15,000.00	15,000	340%	4,900
70		312000		EXCAVATION	CY	$131.00	797	$ 104,407	797	$ 104,407	0.4%	42.00	33,474	-68%	125.00	99,625	-5%	85.00	67,745	-35%	250.00	199,250	91%	50.00	39,850	-62%	87,989
71		312000		EMBANKMENT	CY	$139.00	602	$ 83,622	602	$ 83,622	0.3%	22.00	13,235	-84%	300.00	180,480	116%	250.00	150,400	80%	200.00	120,320	44%	25.00	15,040	-82%	95,895
72		312000		STRUCTURAL EXCAVATION	CY	$63.00	7,693	$ 484,659	7,693	$ 484,659	2.0%	23.60	181,555	-63%	53.00	407,729	-16%	36.00	276,948	-43%	85.00	653,905	35%	30.00	230,790	-52%	350,185
73		312000		STRUCTURAL BACKFILL	CY	$69.00	8,112	$ 559,728	8,112	$ 559,728	2.3%	88.00	713,856	28%	80.00	648,960	16%	58.00	470,496	-16%	200.00	1,622,400	190%	50.00	405,600	-28%	772,262
74		321200		HOT MIX ASPHALT (HMA) UNDERLAYMENT FOR TRACK	TON	$366.00	571	$ 208,986	571	$ 208,986	0.9%	445.00	254,095	22%	400.00	228,400	9%	305.00	174,155	-17%	275.00	157,025	-25%	350.00	199,850	-4%	202,705
75		321200		7" HMA PAVEMENT	TON	$345.00	23	$ 7,988	23	$ 7,988	0.0%	580.00	13,429	68%	335.00	7,757	-3%	306.00	7,085	-11%	275.00	6,367	-20%	350.00	8,104	1%	8,549
76		321200		COLDMILL AND OVERLAY ASPHALT PAVEMENT	SY	$82.00	374	$ 30,668	374	$ 30,668	0.1%	110.00	41,140	34%	44.00	16,456	-46%	50.00	18,700	-39%	40.00	14,960	-51%	140.00	52,360	71%	28,723
77		321200		4" HMA PAVEMENT	TON	$329.00	283	$ 93,107	283	$ 93,107	0.4%	580.00	164,140	76%	341.00	96,503	4%	300.00	84,900	-9%	275.00	77,825	-16%	350.00	99,050	6%	104,484
78		321200		BIAXIAL GEOGRID	SY	$7.00	1,301	$ 9,107	1,301	$ 9,107	0.0%	58.00	75,458	729%	7.00	9,107	0%	8.00	10,408	14%	10.00	13,010	43%	50.00	65,050	614%	34,607
79		321200		AC PAVEMENT RAMP	TON	$286.00	26	$ 7,461	26	$ 7,461	0.0%	583.00	15,208	104%	460.00	12,000	61%	310.00	8,087	8%	275.00	7,174	-4%	350.00	9,130	22%	10,320
80		321600		4" PCC SIDEWALK	CY	$1,478.00	16	$ 24,106	16	$ 24,106	0.1%	2,900.00	47,299	96%	1,550.00	25,281	5%	2,400.00	39,144	62%	2,000.00	32,620	35%	1,400.00	22,834	-5%	33,436
81		321600		6" PCC APRON (CONSTRUCTION NOTE 39)	CY	$2,935.00	27	$ 79,245	27	$ 79,245	0.3%	2,900.00	78,300	-1%	1,750.00	47,250	-40%	2,200.00	59,400	-25%	4,000.00	108,000	36%	1,400.00	37,800	-52%	66,150
82		321600		CURB RAMP	EA	$6,563.00	1	$ 6,563	1	$ 6,563	0.0%	5,500.00	5,500	-16%	9,000.00	9,000	37%	7,100.00	7,100	8%	6,000.00	6,000	-9%	15,000.00	15,000	129%	8,520
83		321600		6" PCC CURB	LF	$109.00	47	$ 5,123	47	$ 5,123	0.0%	395.00	18,565	262%	100.00	4,700	-8%	104.00	4,888	-5%	85.00	3,995	-22%	100.00	4,700	-8%	7,370
84		321723		PAVEMENT MARKINGS	LS	$23,714.00	1	$ 23,714	1	$ 23,714	0.1%	16,000.00	16,000	-33%	12,000.00	12,000	-49%	12,000.00	12,000	-49%	44,000.00	44,000	86%	50,000.00	50,000	111%	26,800
85		323113		CHAIN LINK FENCE (8')	LF	$244.00	134	$ 32,696	134	$ 32,696	0.1%	218.00	29,212	-11%	315.00	42,210	29%	260.00	34,840	7%	250.00	33,500	2%	241.25	32,328	-1%	34,418
86		323113		CHAIN LINK GATE (8')	LF	$1,977.00	6	$ 11,862	6	$ 11,862	0.0%	1,085.00	6,510	-45%	1,500.00	9,000	-24%	1,400.00	8,400	-29%	1,500.00	9,000	-24%	1,000.00	6,000	-49%	7,782
87		323116		WELDED WIRE MESH FENCE (6'-4")	LF	$108.00	1,353	$ 146,124	1,353	$ 146,124	0.6%	78.00	105,534	-28%	110.00	148,830	2%	95.00	128,535	-12%	100.00	135,300	-7%	93.60	126,641	-13%	128,968

CONSTRUCTION OF THE PERRIS - SOUTH METROLINK STATION AND LAYOVER FACILITY EXPANSION PROJECT (IFB NO. 26-33-012-00)

Bid Opening Date: September 24, 2025 2:00 PM (PDT)

Legend	
> $100k below ENGR EST	> Other Bids
> $200k above Average Bid Pice	< Other bids
> 50% of Engineering Estimate	
< -75% of Engineering Estimate	

ITEM NUM		ITEM CODE		ITEM DESCRIPTION	UNIT OF MEASURE	ENGINEERING ESTIMATE UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	LOW BIDDER Granite Construction Company UNIT PRICE ($)	LOW BIDDER Granite Construction Company TOTAL BID AMOUNT	LOW BIDDER Granite Construction Company % VAR ENGR EST	SECOND BIDDER Balfour Beatty Infrastructure Inc. UNIT PRICE ($)	SECOND BIDDER Balfour Beatty Infrastructure Inc. TOTAL BID AMOUNT	SECOND BIDDER Balfour Beatty Infrastructure Inc. % VAR ENGR EST	THIRD BIDDER Shimmick Construction Company, Inc UNIT PRICE ($)	THIRD BIDDER Shimmick Construction Company, Inc TOTAL BID AMOUNT	THIRD BIDDER Shimmick Construction Company, Inc % VAR ENGR EST	FOURTH BIDDER Stacy and Witbeck, Inc. UNIT PRICE ($)	FOURTH BIDDER Stacy and Witbeck, Inc. TOTAL BID AMOUNT	FOURTH BIDDER Stacy and Witbeck, Inc. % VAR ENGR EST	FIFTH BIDDER Nationwide Contracting Services, Inc. UNIT PRICE ($)	FIFTH BIDDER Nationwide Contracting Services, Inc. TOTAL BID AMOUNT	FIFTH BIDDER Nationwide Contracting Services, Inc. % VAR ENGR EST	AVERAGE OF BID AMOUNTS
88		323116		WELDED WIRE MESH GATE (6'-4" HIGH)	LF	$625.00	22	$ 13,750	22	$ 13,750	0.1%	665.00	14,630	6%	1,000.00	22,000	60%	750.00	16,500	20%	700.00	15,400	12%	605.00	13,310	-3%	16,368
89		323116		WELDED WIRE MESH FENCE (4')	LF	$166.00	165	$ 27,390	165	$ 27,390	0.1%	120.00	19,800	-28%	170.00	28,050	2%	145.00	23,925	-13%	150.00	24,750	-10%	168.00	27,720	1%	24,849
90		323116		DOUBLE SLIDING GATE	EA	$45,625.00	2	$ 91,250	2	$ 91,250	0.4%	40,730.00	81,460	-11%	53,000.00	106,000	16%	53,000.00	106,000	16%	50,000.00	100,000	10%	48,000.00	96,000	5%	97,892
91		323119		INTER-TRACK FENCE	LF	$321.00	953	$ 305,913	953	$ 305,913	1.3%	275.00	262,075	-14%	380.00	362,140	18%	340.00	324,020	6%	300.00	285,900	-7%	330.00	314,490	3%	309,725
92		323119		KNOX PADLOCK	EA	$2,730.00	3	$ 8,190	3	$ 8,190	0.0%	2,900.00	8,700	6%	3,800.00	11,400	39%	3,800.00	11,400	39%	7,000.00	21,000	156%	3,144.00	9,432	15%	12,386
93		331400		WATER UTILITY TRANSMISSION AND DISTRIBUTION	LS	$221,000.00	1	$ 221,000	1	$ 221,000	0.9%	396,000.00	396,000	79%	300,000.00	300,000	36%	450,000.00	450,000	104%	300,000.00	300,000	36%	500,000.00	500,000	126%	389,200
94		334200		12" RCP STORM DRAIN	LF	$432.49	194	$ 83,903	194	$ 83,903	0.3%	335.00	64,990	-23%	275.00	53,350	-36%	160.00	31,040	-63%	300.00	58,200	-31%	450.00	87,300	4%	58,976
95		334200		18"X28.5" ARCH RCP	LF	$340.00	1,333	$ 453,220	1,333	$ 453,220	1.9%	750.00	999,750	121%	300.00	399,900	-12%	345.00	459,885	1%	400.00	533,200	18%	550.00	733,150	62%	625,177
96		334200		MANHOLE	EA	$13,929.00	5	$ 69,645	5	$ 69,645	0.3%	11,100.00	55,500	-20%	20,000.00	100,000	44%	9,500.00	47,500	-32%	7,000.00	35,000	-50%	15,000.00	75,000	8%	62,600
97		334200		12" RCP CULVERT	LF	$140.00	100	$ 14,000	100	$ 14,000	0.1%	367.00	36,700	162%	355.00	35,500	154%	250.00	25,000	79%	240.00	24,000	71%	420.00	42,000	200%	32,640
98		334200		12"X12" AREA DRAIN	EA	$3,500.00	8	$ 28,000	8	$ 28,000	0.1%	3,350.00	26,800	-4%	1,500.00	12,000	-57%	8,500.00	68,000	143%	3,000.00	24,000	-14%	2,500.00	20,000	-29%	30,160
99		334431		CONTECH JELLYFISH FILTER	EA	$150,000.00	1	$ 150,000	1	$ 150,000	0.6%	180,000.00	180,000	20%	95,000.00	95,000	-37%	95,000.00	95,000	-37%	80,000.00	80,000	-47%	100,000.00	100,000	-33%	110,000
100		334600		8" UNDERDRAIN PERFORATED HDPE PIPE	LF	$166.05	1,619	$ 268,835	1,619	$ 268,835	1.1%	172.00	278,468	4%	97.00	157,043	-42%	65.00	105,235	-61%	115.00	186,185	-31%	50.00	80,950	-70%	161,576
101		334600		12" UNDERDRAIN PERFORATED HDPE PIPE	LF	$160.00	1,088	$ 174,080	1,088	$ 174,080	0.7%	144.00	156,672	-10%	115.00	125,120	-28%	75.00	81,600	-53%	125.00	136,000	-22%	70.00	76,160	-56%	115,110
102		334600		8" UNDERDRAIN PVC CLEANOUT	EA	$2,842.00	6	$ 17,052	6	$ 17,052	0.1%	5,660.00	33,960	99%	5,000.00	30,000	76%	3,500.00	21,000	23%	6,500.00	39,000	129%	2,000.00	12,000	-30%	27,192
103		334600		12" UNDERDRAIN PVC CLEANOUT	EA	$3,070.00	8	$ 24,560	8	$ 24,560	0.1%	5,660.00	45,280	84%	5,000.00	40,000	63%	3,800.00	30,400	24%	7,000.00	56,000	128%	2,000.00	16,000	-35%	37,536
104		347150		HIGHWAY-RAIL GRADE CROSSINGS	TF	$1,621.00	112	$ 181,552	112	$ 181,552	0.8%	1,912.00	214,144	18%	1,900.00	212,800	17%	1,600.00	179,200	-1%	2,500.00	280,000	54%	1,162.00	130,144	-28%	203,258
105		347200		NEW TRACK (CONCRETE TIES) (136RE CWR)	TF	$402.00	1,017	$ 408,834	1,017	$ 408,834	1.7%	486.00	494,262	21%	475.00	483,075	18%	640.00	650,880	59%	475.00	483,075	18%	720.00	732,240	79%	568,706
106		347200		NEW TRACK (TRANSITION TIES) (136RE CWR)	TF	$576.00	321	$ 184,896	321	$ 184,896	0.8%	688.00	220,848	19%	670.00	215,070	16%	475.00	152,475	-18%	650.00	208,650	13%	690.00	221,490	20%	203,707
107		347200		NEW TRACK (WOOD TIES) (136RE CWR)	TF	$576.00	1,425	$ 820,800	1,425	$ 820,800	3.4%	451.00	642,675	-22%	440.00	627,000	-24%	410.00	584,250	-29%	550.00	783,750	-5%	652.00	929,100	13%	713,355
108		347200		MT1 TRACK RESURFACING	TF	$32.00	920	$ 29,440	920	$ 29,440	0.1%	205.00	188,600	541%	43.00	39,560	34%	45.00	41,400	41%	35.00	32,200	9%	11.00	10,120	-66%	62,376
109		347200		CONSTRUCT #8 TURNOUT (WOOD TIES) (HAND THROW)	EA	$235,000.00	1	$ 235,000	1	$ 235,000	1.0%	257,165.00	257,165	9%	250,000.00	250,000	6%	320,000.00	320,000	36%	200,000.00	200,000	-15%	307,500.00	307,500	31%	266,933
110		347200		CONSTRUCT #10 TURNOUT (POWER OPERATED) (CONCRETE TIES)	EA	$435,000.00	2	$ 870,000	2	$ 870,000	3.6%	331,387.00	662,774	-24%	330,000.00	660,000	-24%	420,000.00	840,000	-3%	350,000.00	700,000	-20%	527,500.00	1,055,000	21%	783,555
111		347200		INSULATED JOINT	EA	$12,000.00	14	$ 168,000	14	$ 168,000	0.7%	12,039.00	168,546	0%	12,000.00	168,000	0%	14,500.00	203,000	21%	15,000.00	210,000	25%	13,125.00	183,750	9%	186,659
112		347200		BALLAST	CY	$140.00	2,694	$ 377,160	2,694	$ 377,160	1.6%	205.00	552,270	46%	200.00	538,800	43%	90.00	242,460	-36%	140.00	377,160	0%	60.00	161,640	-57%	374,466
113		347200		SUBBALLAST	CY	$164.64	464	$ 76,393	464	$ 76,393	0.3%	245.00	113,680	49%	300.00	139,200	82%	130.00	60,320	-21%	200.00	92,800	21%	50.00	23,200	-70%	85,840
114		341123		STEEL BUMPING POST	EA	$18,763.00	1	$ 18,763	1	$ 18,763	0.1%	23,120.00	23,120	23%	20,000.00	20,000	7%	19,500.00	19,500	4%	15,000.00	15,000	-20%	18,375.00	18,375	-2%	19,199
115		341127		11.5" CLASS II AGGREGATE BASE	CY	$332.00	10	$ 3,337	10	$ 3,337	0.0%	850.00	8,543	156%	250.00	2,513	-25%	260.00	2,613	-22%	200.00	2,010	-40%	400.00	4,020	20%	3,940
116		347240		TRACK COLLECTOR PAN (DRIP PAN)	EA	$20,160.00	4	$ 80,640	4	$ 80,640	0.3%	18,906.00	75,624	-6%	32,000.00	128,000	59%	24,000.00	96,000	19%	25,000.00	100,000	24%	113,125.00	452,500	461%	170,425
117	E	344200		4TH. STREET CROSSING	EA	$6,987.00	1	$ 6,987	1	$ 6,987	0.0%	20,000.00	20,000	186%	11,000.00	11,000	57%	6,800.00	6,800	-3%	6,500.00	6,500	-7%	7,560.00	7,560	8%	10,372
118	E	344200		INTERMEDIATE SIGNAL 841-842 (INCLUDING DUCT BANK)	EA	$434,294.00	1	$ 434,294	1	$ 434,294	1.8%	600,000.00	600,000	38%	400,000.00	400,000	-8%	561,000.00	561,000	29%	400,000.00	400,000	-8%	378,360.00	378,360	-13%	467,872
119		344200		HIGH WATER DETECTOR	EA	$55,089.00	1	$ 55,089	1	$ 55,089	0.2%	110,000.00	110,000	100%	57,000.00	57,000	3%	38,000.00	38,000	-31%	40,000.00	40,000	-27%	42,120.00	42,120	-24%	57,424
120	E	344200		CP PERRIS	EA	$1,706,530.00	1	$ 1,706,530	1	$ 1,706,530	7.1%	1,750,000.00	1,750,000	3%	1,500,000.00	1,500,000	-12%	1,800,000.00	1,800,000	5%	2,250,000.00	2,250,000	32%	2,589,720.00	2,589,720	52%	1,977,944
121	E	344200		STATION CASE	EA	$4,821.00	1	$ 4,821	1	$ 4,821	0.0%	10,938.00	10,938	127%	12,000.00	12,000	149%	2,400.00	2,400	-50%	5,000.00	5,000	4%	2,280.00	2,280	-53%	6,524
122		344200		S. PERRIS STATION PED. CROSSING	EA	$775,357.00	1	$ 775,357	1	$ 775,357	3.2%	733,749.00	733,749	-5%	750,000.00	750,000	-3%	900,000.00	900,000	16%	900,000.00	900,000	16%	1,050,840.00	1,050,840	36%	866,918
123	E	344200		CP STEELE	EA	$656,920.00	1	$ 656,920	1	$ 656,920	2.7%	800,000.00	800,000	22%	700,000.00	700,000	7%	803,000.00	803,000	22%	750,000.00	750,000	14%	853,320.00	853,320	30%	781,264
124	E	344400		CUSTOMER INFORMATION SERVICE	LS	$485,800.00	1	$ 485,800	1	$ 485,800	2.0%	398,300.00	398,300	-18%	385,000.00	385,000	-21%	1,150,000.00	1,150,000	137%	1,000,000.00	1,000,000	106%	1,184,400.00	1,184,400	144%	823,540
125	E	344400		RELOCATE EXISTING FIBER OPTIC MARKER	EA	$2,500.00	1	$ 2,500	1	$ 2,500	0.0%	659.00	659	-74%	1,000.00	1,000	-60%	3,200.00	3,200	28%	15,000.00	15,000	500%	5,000.00	5,000	100%	4,972
126	E	344400		RELOCATE EXISTING VAULT	EA	$12,000.00	1	$ 12,000	1	$ 12,000	0.1%	9,831.00	9,831	-18%	11,000.00	11,000	-8%	32,000.00	32,000	167%	35,000.00	35,000	192%	30,120.00	30,120	151%	23,590
127		348011		SUBDRAINAGE SYSTEM FOR RAILROAD BRIDGES AND RETAINING WALI	LS	$4,464.00	1	$ 4,464	1	$ 4,464	0.0%	15,000.00	15,000	236%	10,000.00	10,000	124%	8,500.00	8,500	90%	4,000.00	4,000	-10%	50,000.00	50,000	1020%	17,500
128		348011		RIPRAP/ROCK SLOPE PROTECTION	TON	$427.70	2	$ 1,009	2	$ 1,009	0.0%	1,900.00	4,484	344%	1,200.00	2,832	181%	1,200.00	2,832	181%	1,600.00	3,776	274%	2,000.00	4,720	368%	3,729
NA					LS	$0.00				$ -	0%																
							Total	$ 23,956,561		$ 24,000,000	100%		24,435,746	1.82%		25,212,484	5.05%		25,293,631	5.39%		27,499,221	14.58%		29,827,695	24.28%	

Bid Analysis Report
Perris South Station and Layover Expansion Project
IFB NO. 26-33-012-00

Five (5) sealed bids for the project were received and opened on September 24, 2025.

Our analysis follows Section 15.6, Contract Award, of the Caltrans Local Assistance Procedures Manual and utilizes the recommended bid analysis procedures in the FHWA document "Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation." Our review of each bid includes the following:

1. Assessing competition of bids received.
2. A checklist used to review bid documents for responsiveness.
3. A tabulation of bid items for each bidder that were compared to the Engineer's Estimate.
4. A review of Bid Items for unbalanced bids.
5. Contractor licenses for bidders and proposed subcontractors were researched on the Contractor's State License Board web site for validity.

Competition Assessment:

Results of the five (5) bids received indicate that the difference between the first and third lowest bidders is 3.51%. There were two (2) additional bids that were higher which most probably can be attributed to risk adverse bids. The low percentage difference between the three (3) lowest bids represents an accurate reflection of the overall scope and cost of the project, high competition and a best price obtained for the Commission.

Bidder	**Bid Amount**	**Variance from Engineer's Estimate**		**Variance from Low Bid**	
Engineer's Estimate	*$24,000,000*	**Amount**	**%**	**Amount**	**%**
Granite Construction	$24,435,746	$435,746	1.82%		
Balfour Beatty	$25,212,484	$1,212,484	5.05%	$776,738	3.18%
Shimmick Construction	$25,293,631	$1,293,631	5.39%	$857,885	3.51%
Stacy and Witbeck	$27,499,221	$3,499,221	14.58%	$3,063,475	12.54%
Nationwide Contracting	$29,827,695	$5,827,695	24.28%	$5,391,949	22.07%

Bidder Responsiveness:

Granite Construction Company (Granite) acknowledged the two (2) addenda and signed the bid letter. The bidder also provided all other forms required to be submitted as part of the bid package.

Bid Item Tabulation and Unbalanced Bid Check

- Granite used the estimated engineering quantities therefore there is no discrepancy in bids quantities. All cost variances are a direct result from the unit prices proposed by Granite.

- Granite has 13 bid items that were greater than $100,000 of the Engineers Estimate amount. Granite has 2 bid items that were greater than $300,000 of the Engineers Estimate amount.

- Overall, there are no indications of an unbalanced bid.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

****
CONTRACT
****

FOR CONSTRUCTION OF THE PERRIS-SOUTH METROLINK STATION AND LAYOVER FACILITY PROJECT

RCTC Agreement No. 26-33-012-00

August 28, 2025

DRAFT

BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND

GRANITE CONSTRUCTION COMPANY

CONSTRUCTION SERVICES FOR THE PERRIS-SOUTH METROLINK STATION AND LAYOVER FACILITY PROJECT

RCTC AGREEMENT NO. 26-33-012-00

1. PARTIES AND DATE.

This Contract is made and entered into this ____ day of _____, 2025 by and between the Riverside County Transportation Commission (hereinafter called the "Commission") and Granite Construction Company (hereinafter called the "Contractor"). This Contract is for that Work described in the Contract Documents entitled CONSTRUCTION SERVICES FOR THE PERRIS-SOUTH METROLINK STATION AND LAYOVER FACILITY PROJECT.

2. RECITALS.

2.1 The Commission is a County Transportation Commission organized under the provisions of Sections 130000, et seq. of the Public Utilities Code of the State of California, with power to contract for services necessary to achieving its purpose;

2.2 Contractor, in response to a Notice Inviting Bids issued by Commission on **8/27/2025**, has submitted a bid proposal for the PERRIS-SOUTH METROLINK STATION AND LAYOVER FACILITY PROJECT

2.3 Commission has duly opened and considered the Contractor's bid proposal and duly awarded the bid to Contractor in accordance with the Notice Inviting Bids and other Bid Documents.

2.4 Contractor has obtained, and delivers concurrently herewith, Performance and Payment Bonds and evidences of insurance coverage as required by the Contract Documents.

3. TERMS.

3.1 Incorporation of Documents.

This Contract includes and hereby incorporates in full by reference this Contract and the following Contract Documents provided with the above referenced Notice Inviting Bids, including all exhibits, drawings, specifications and documents therein, and attachments thereto, all of which, including all addendum thereto, are by this reference incorporated herein and made a part of this Contract:

a. NOTICE INVITING BIDS

b. INSTRUCTIONS TO BIDDERS

c. CONTRACT BID FORMS

d. FORM OF CONTRACT

e. PAYMENT AND PERFORMANCE BOND FORMS

f. ESCROW AGREEMENT FOR SECURITY DEPOSITS

g. CONTRACT APPENDIX

PART "A" - Regulatory Requirements and Permits

DRAFT

PART “B” - General Conditions

PART “C” – Special Provisions

PART “D” - Contract Drawings

PART “E” – RCTC and SCRRA Construction and Maintenance Agreement

PART “F” – Supplemental Materials

PART “G” – TIRCP Funding Requirements

h. ADDENDUM NO.(S) (1 and 2)

3.2 Contractor’s Basic Obligation.

Contractor promises and agrees, at his own cost and expense, to furnish to the Commission all labor, materials, tools, equipment, services, and incidental and customary work for the construction services for the construction of the Perris-South Metrolink Station and Layover Facility Project. Notwithstanding anything else in the Contract Documents, the Contractor shall complete the Work for a total of Twenty-Four Million, Four Hundred Thirty-Five Thousand, Seven Hundred Forty-Six Dollars ($24,435,746), as specified in the bid proposal and pricing schedules submitted by the Contractor in response to the above referenced Notice Inviting Bids. Such amount shall be subject to adjustment in accordance with the applicable terms of this Contract. All Work shall be subject to, and performed in accordance with the above referenced Contract Documents.

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3.3 Beginning of Work, Time of Completion and Liquidate Damages.

The Contractor shall begin submittals and procurement of long lead material upon issuance of the Limited Notice to Proceed (LNTP). The LNTP period shall be **100 working days**. Following the expiration of the LNTP period, full Notice to Proceed (NTP) will be issued for the Contractor to begin all Work under this Contract. Contractor will have **390 working days** from the issuance of full NTP to complete all Work under this Contract. In aggregate, all Work under this Contract must be completed within **490 working days** of the effective date of the Limited Notice to Proceed. Contractor agrees that if such Work is not completed within the aforementioned periods, liquidated damages will apply as provided by the applicable provisions of the General Conditions, found in Part “B” of the Contract Appendix. The amount of liquidated damages shall equal three thousand four hundred dollars ($3,400.00) for each day or fraction thereof, it takes to complete the Work, or specified portion(s) of the Work, over and above the number of days specified herein.

3.4 Commission’s Basic Obligation.

Commission agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract Documents, the Commission shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of services and obligation required by this Contract, the above referenced compensation in accordance with Compensation Provisions set forth in the Contract Documents.

3.5 California Prevailing Wages; Conflicts.

The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of said Contractor, then this instrument shall

control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

3.6 Contractor's Labor Certification.

Contractor maintains that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's 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 Work. A certification form for this purpose is attached to this Contract as Exhibit "A" and incorporated herein by reference, and shall be executed simultaneously with this Contract.

3.7 Successors.

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract. Contractor may not either voluntarily or by action of law, assign any obligation assumed by Contractor hereunder without the prior written consent of Commission.

3.8 Notices.

All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Contractor:	Commission:
Granite Construction Company 38000 Monroe Street Indio, CA 92203 Attn: Joseph P. Richardson	Riverside County Transportation Commission P.O. Box 12008 Riverside, California 92502-2208 Attn: Executive Director

Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail, first class postage prepaid, addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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[Signatures on following page]

SIGNATURE PAGE
TO
CONSTRUCTION SERVICES FOR THE PERRIS-SOUTH METROLINK STATION AND LAYOVER FACILITY PROJECT

RCTC AGREEMENT NO. 26-33-012-00

CONTRACTOR
GRANITE CONSTRUCTION COMPANY

By: _____

Name:_____

Title:_____

Tax I.D. Number:
_____

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____

Name: _____

APPROVED AS TO FORM:

By: _____

Best Best & Krieger LLP
Counsel, RCTC

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EXHIBIT “A”

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of the Code. I agree to and will comply with such provisions before commencing the Work governed by this Contract.

CONTRACTOR
Granite Construction Company

By:

_____
Signature

Name:_____

Title:_____

Date:_____

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Table 4.0 - Summary of Funding Request - FY2025/26

RCTC Western County Rail, Coachella Valley Rail, and Vanpool Programs

Operating

Project	Total Amount of Funds	5307 RS	5337	CMAQ	LCTOP PUC99313	TIRCP Competitive	LTF	LTF - OB	MA CR	OTHR LCL	OTHR STT	SGR PUC99313	SGR PUC99314	STA PUC99313	State Other	SB 125	FRA CID	STIP IIP	STIP RIP	STIP PPM	Farebox
Western County Rail																					
Metrolink Operating Subsidy & Preventative Maintenance[1]	$33,200,000		$ -		$ 1,300,000		$ 24,900,000		$ 3,000,000					$ 4,000,000							
Professional Services Planning Studies[2]	$3,000,000						$ 1,000,000								$ 1,000,000	$ 1,000,000					
Program Management and Support[3]	$7,488,200						$ 1,000,000	$ 1,586,700	$ 4,901,500												
Property Management General - Rail Project[4]	$2,852,100								$ 2,361,100	$ 491,000											
Station Operations and Maintenance	$10,500,000						$ 2,000,000		$ 8,500,000												
Transfer Agreements	$100,000						$ 100,000														
Vanpool																					
RCTC VanClub Operating Expenses	$1,609,585			$ 293,654					$ 257,900	$ 38,046	$ 82,900										$ 937,085
Sub-total Operating	$58,749,885	$0	$0	$293,654	$1,300,000	$0	$29,000,000	$1,586,700	$19,020,500	$529,046	$82,900	$0	$0	$4,000,000	$1,000,000	$1,000,000	$0	$0	$0	$0	$937,085

Capital

Project	Total Amount of Funds	5307 RS	5337	CMAQ	LCTOP PUC99313	TIRCP Competitive	LTF	LTF - OB	MA CR	OTHR LCL	OTHR STT	SGR PUC99313	SGR PUC99314	STA PUC99313	State Other	SB 125	FRA CID	STIP IIP	STIP RIP	STIP PPM	Farebox
Western County Rail																					
Rail Stations Capital Rehabilitation WC 26-1	$1,100,000											$ 778,769	$ 321,231								
RCTC Metrolink Capital Obligation WC 26-2	$12,811,564	$ 1,729,158	$ 11,082,406																		
South Perris Station/Layover Expansion 26-3	$12,000,000								$ 4,000,000					$ 8,000,000							
Mead Valley Station 26-4	$49,302,000					$ 40,500,000			$ 2,500,000					$ 6,302,000							
PVL Double Track 26-5[5]	$58,800,000	$ 22,300,000							$ 16,000,000					$ 15,000,000		$ 5,500,000					
Coachella Valley Rail																					
CV Rail Environmental/Service Development Plan - CV 26-1	$31,326,380													$550,000			$5,000,000	$10,000,000	$15,658,000	$118,380	
Sub-total Capital	$165,339,944	$24,029,158	$11,082,406	$0	$0	$40,500,000	$0	$0	$22,500,000	$0	$0	$778,769	$321,231	$29,852,000	$0	$5,500,000	$5,000,000	$10,000,000	$15,658,000	$118,380	$0
Total Operating & Capital	$224,089,829	$24,029,158	$11,082,406	$293,654	$1,300,000	$40,500,000	$29,000,000	$1,586,700	$41,520,500	$529,046	$82,900	$778,769	$321,231	$33,852,000	$1,000,000	$6,500,000	$5,000,000	$10,000,000	$15,658,000	$118,380	$937,085

[1] Metrolink Subsidy is $32,947,082 plus 3.8% contingency.

[2] Includes CCITS, Grade Separation, and other studies. SB125 funds are administrative funds.

[3] Includes Rail program administration, capital support, marketing, Operation Lifesaver, professional services, and special trains. Allocations for salaries and benefits and professional development are subject to change pending the Commission's final budget approval.

[4] Other local funding source are lease proceeds.

[5] SB 125 funds are pending CalSTA approval.

Table 4.0 - Summary of Funding Request - FY2025/26 (Amendment 1)

RCTC Western County Rail, Coachella Valley Rail, and Vanpool Programs

Operating

Project	Total Amount of Funds	5307 RS	5337	CMAQ	LCTOP PUC99313	TIRCP Competitive	LTF	LTF - OB	MA CR	OTHR LCL	OTHR STT	SGR PUC99313	SGR PUC99314	STA PUC99313	State Other	SB 125	FRA CID	STIP IIP	STIP RIP	STIP PPM	Farebox
Western County Rail																					
Metrolink Operating Subsidy & Preventative Maintenance[1]	$33,200,000		$ -		$ 1,300,000		$ 24,900,000		$ 3,000,000					$ 4,000,000							
Professional Services Planning Studies[2]	$3,000,000						$ 1,000,000								$ 1,000,000	$ 1,000,000					
Program Management and Support[3]	$7,488,200						$ 1,000,000	$ 1,586,700	$ 4,901,500												
Property Management General - Rail Project[4]	$2,852,100								$ 2,361,100	$ 491,000											
Station Operations and Maintenance	$10,500,000						$ 2,000,000		$ 8,500,000												
Transfer Agreements	$100,000						$ 100,000														
Vanpool																					
RCTC VanClub Operating Expenses	$1,609,585			$ 293,654					$ 257,900	$ 38,046	$ 82,900										$ 937,085
Sub-total Operating	$58,749,885	$0	$0	$293,654	$1,300,000	$0	$29,000,000	$1,586,700	$19,020,500	$529,046	$82,900	$0	$0	$4,000,000	$1,000,000	$1,000,000	$0	$0	$0	$0	$937,085

Capital

Project	Total Amount of Funds	5307 RS	5337	CMAQ	LCTOP PUC99313	TIRCP Competitive	LTF	LTF - OB	MA CR	OTHR LCL	OTHR STT	SGR PUC99313	SGR PUC99314	STA PUC99313	State Other	SB 125	FRA CID	STIP IIP	STIP RIP	STIP PPM	Farebox
Western County Rail																					
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RCTC Metrolink Capital Obligation WC 26-2	$12,811,564	$ 1,729,158	$ 11,082,406																		
South Perris Station/Layover Expansion 26-3	$14,351,836								$ 4,000,000					$ 10,351,836							
Mead Valley Station 26-4	$49,302,000					$ 40,500,000			$ 2,500,000					$ 6,302,000							
PVL Double Track 26-5[5]	$58,800,000	$ 22,300,000							$ 16,000,000					$ 15,000,000		$ 5,500,000					
Coachella Valley Rail																					
CV Rail Environmental/Service Development Plan - CV 26-1	$31,326,380													$550,000			$5,000,000	$10,000,000	$15,658,000	$118,380	
Sub-total Capital	$167,691,780	$24,029,158	$11,082,406	$0	$0	$40,500,000	$0	$0	$22,500,000	$0	$0	$778,769	$321,231	$32,203,836	$0	$5,500,000	$5,000,000	$10,000,000	$15,658,000	$118,380	$0
Total Operating & Capital	$226,441,665	$24,029,158	$11,082,406	$293,654	$1,300,000	$40,500,000	$29,000,000	$1,586,700	$41,520,500	$529,046	$82,900	$778,769	$321,231	$36,203,836	$1,000,000	$6,500,000	$5,000,000	$10,000,000	$15,658,000	$118,380	$937,085

[1] Metrolink Subsidy is $32,947,082 plus 3.8% contingency.

[2] Includes CCITS, Grade Separation, and other studies. SB125 funds are administrative funds.

[3] Includes Rail program administration, capital support, marketing, Operation Lifesaver, professional services, and special trains. Allocations for salaries and benefits and professional development are subject to change pending the Commission's final budget approval.

[4] Other local funding source are lease proceeds.

[5] SB 125 funds are pending CalSTA approval.

AGENDA ITEM 10

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 12, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Hanan Sawalha, Senior Management Analyst Brian Cunanan, Commuter and Motorist Assistance Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Agreement for Next Generation Motorist Assistance Program Study

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Award Agreement No. 26-45-003-00 to ICF Resources, LLC for Next Generation Motorist Assistance Program Study services, for an eighteen-month term, in an amount not to exceed $249,889; and
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission.

BACKGROUND INFORMATION:

The Riverside County Transportation Commission (RCTC) has supported motorist safety for decades through its Motorist Assistance programs, which include the Freeway Service Patrol (FSP), the 511 traveler information system, and, historically, roadside call boxes. Call boxes were first introduced in Riverside County in the 1990s and installed along highways and major corridors. Before the widespread availability of mobile phones, they served as an essential tool for stranded motorists to request emergency assistance.

Over time, the use of call boxes steadily declined as cell phone ownership and wireless coverage expanded. Compounding this decline, the only maintenance provider available in the state of California capable of servicing the call box system was unable to meet the service levels specified in the agreement, including performing preventative maintenance and completing repairs within the required timeframes. As the technology became increasingly obsolete, use diminished, and maintenance challenges persisted, RCTC initiated a phased removal of the call box system. On April 9, 2025, the Commission approved the final removal of all remaining call boxes, which were fully decommissioned and taken out of service by the end of June 2025.

Recognizing that motorists continue to face roadside emergencies despite the decline in call box usage, RCTC staff are now exploring new and innovative approaches to provide next generation motorist assistance. This effort includes evaluating emerging technologies, collaborating with

state and regional partners, and engaging with local first responders to better understand emergency response needs and coordination opportunities. The objective is to identify potential solutions that could replace the legacy call box system and ensure that Riverside County Motorist Assistance remains equipped with effective, modern tools to assist stranded drivers, enhance roadway safety, and maintain efficient traffic operations.

DISCUSSION:

RCTC sought a procurement to conduct a Next Generation Motorist Assistance Program Study, which will provide a comprehensive assessment of Riverside County's Motorist Assistance Program (MAP). With the June 2025 retirement of the call box program, staff recognizes the need to proactively identify modern alternatives that ensure motorists continue to have access to reliable roadside assistance and traveler information. The study will assess data-driven strategies and innovative technologies to strengthen existing services, while also examining infrastructure and cellular coverage to identify and address service gaps.

The scope of work includes several key tasks. The study will analyze California Highway Patrol (CHP) incident data, traffic patterns and volumes, and cellular coverage to identify where motorists may lack reliable service and require new support strategies. It will also explore cost-effective alternatives to call boxes, including a mobile 511 "call box" feature, enhanced cellular connectivity in low-coverage corridors, and potential use of private-sector data platforms, such as Waze, to improve incident detection. Additionally, the FSP program will be evaluated to determine where service can be optimized within current funding levels, and how projected growth may influence the need for expanded coverage. Beyond these defined options, the study will also focus on exploring innovative alternatives not previously considered, ensuring that RCTC is looking beyond traditional approaches to develop a truly next-generation motorist aid system. Finally, the study will assess future resource needs, funding opportunities, and provide a phased implementation roadmap.

While there was only one proposal received for this procurement, staff recommend award of contract based on the firm's extensive qualifications and strong alignment with the scope of work. ICF brings over 50 years of national experience in transportation planning, program evaluation, and intelligent transportation systems, with direct experience helping agencies transition legacy systems into modern, technology-driven solutions. ICF's recent work with the New York State DOT, Federal Highway Administration, and Southern California Association of Governments demonstrates their ability to deliver actionable, data-driven roadmaps that balance innovation with fiscal responsibility. Their proposed approach combines technical depth with a strong stakeholder engagement plan that will ensure CHP, Caltrans, and other partners are fully integrated into the process. ICF maintains regional offices in Irvine and Los Angeles, providing local expertise and accessibility to RCTC and partner agencies throughout Southern California.

The study will be led by Project Manager Debbie Maus, who brings extensive regional experience in program design, implementation, and stakeholder coordination. Ms. Maus previously served

as the project manager for RCTC's IE Commuter Program, providing commuter assistance services to employers throughout Riverside and San Bernardino counties, and led the development and launch of SunLine Transit's SolVan vanpool program serving the Coachella Valley's business and agricultural workforce. She was also part of the team for CVAG's traffic signalization plan for the Valley's major arterials, helping with the research efforts. Residing and working remotely from Palm Desert, she maintains an active local presence and direct accessibility to project partners and stakeholders throughout the region. Supporting technical staff include subject-matter experts in data analytics, emerging mobility technologies, and equity-focused planning, based in California, Virginia, and Illinois. The intent of this study is to ensure that RCTC remains forward-thinking in its approach to motorist aid, providing a roadmap that can adapt to new technologies and funding realities while meeting the diverse needs of Riverside County's growing population. By undertaking this initiative, RCTC is positioning itself as the first transportation agency in the region to conduct such a comprehensive examination and modernization of its motorist assistance services. This initiative highlights the Commission's commitment to innovation, safety, and mobility, ensuring that Riverside County travelers are supported by a next-generation system that reflects current realities and anticipates future needs.

The study will take approximately 18 months to complete, after which staff will present the results and recommendations to the Commission for review and direction.

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, personnel, and understanding and approach for Next Generation MAP Study Services as set forth under the terms of the Request for Proposals (RFP) No. 26-45-003-00.

RFP No. 26-45-003-00 for Next Generation MAP Study Services was released on July 29, 2025. The RFP was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Through PlanetBids, 2 firms downloaded the RFP. Additionally, procurement staff collaborated with the project team to enhance RFP outreach by placing an advertisement in the National Operations Center of Excellence newsletter.

A pre-proposal conference was held on August 12, 2025. Staff responded to all questions submitted by potential proposers prior to the August 19, 2025, clarification deadline. One firm ICF Incorporated, LLC submitted a responsive proposal for Next Generation MAP Study Services prior to the 2:00 p.m. submittal deadline on September 9, 2025. Based on the evaluation criteria set forth in the RFP, the proposal was evaluated and scored by an evaluation committee comprised of San Bernardino County Transportation Authority and Commission staff.

As a result of the evaluation committee's assessment of the written proposal and pursuant to the terms of the RFP, the evaluation committee shortlisted and invited ICF Incorporated, LLC to the

interview phase of the evaluation and selection process. The interview was conducted on October 1, 2025.

The evaluation committee provided final scoring based on a comprehensive evaluation of the written proposal and interview and recommended contract award to ICF Incorporated, LLC for the MAP Study services. Subsequently, it was determined that ICF Incorporated, LLC is not an entity registered to conduct business in the State. ICF Incorporated, LLC is a wholly owned subsidiary of ICF Consulting Group, Inc. ICF Resources, LLC is another subsidiary of ICF Consulting Group, Inc., and is an entity registered with the California Secretary of State and in good standing.

As the Commission generally does not contract with entities not registered with the state, and ICF Resources, LLC confirmed the availability of the same staff to work on the Project, and otherwise confirmed all information originally submitted with the RFP, Commission staff in consultation with legal counsel decided to recommend award of the contract to ICF Resources, LLC, a sister company of ICF Consulting Group, LLC, both under the ICF Consulting Group Inc. parent entity.

In accordance with the Commission's Procurement Policy Manual, upon receiving a single proposal in response to a solicitation, staff should determine if competition was adequate by reviewing the scope of work for undue restrictiveness. Staff contacted potential proposers who did not submit proposals. The reasons given for not submitting a response included the scope being somewhat outside the firms' areas of expertise and the inability to secure partnerships with a Prime consultant despite interest in participating as a subconsultant. Overall, there was no indication that the scope of work imposed any undue restrictions.

Accordingly, staff recommends the award of Agreement No. 26-45-003-00 to ICF Resources LLC for Next Generation MAP Study Services for an eighteen-month term, in the amount of $249,889.

FISCAL IMPACT

SAFE funds have been allocated in the Fiscal Year 2025/26 budget for this study and will also be included in the FY 2026/27 budget for the latter part of the project.

Financial Information							
In Fiscal Year Budget:		Yes	Year:	FY 2025/26 FY 2026/27+	Amount:	$111,062 $138,827	
Source of Funds:	SAFE funds				Budget Adjustment:		No
GL/Project Accounting No.:	002174 65520 00000 0000 201 45 65520						
Fiscal Procedures Approved:					Date:	10/16/2025	

Attachment: Draft Agreement No. 26-45-003-00 with ICF Resources, LLC

Approved by the Budget and Implementation Committee on October 27, 2025

In Favor: 12 Abstain: 0 No: 0

Agreement No. 26-45-003-00

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR
NEXT GENERATION MOTORIST ASSISTANCE PROGRAM
STUDY SERVICES
WITH ICF RESOURCES, LLC

1. PARTIES AND DATE.

This Agreement is made and entered into this __ day of _____, 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **ICF Resources, LLC** ("Consultant"), a **Limited Liability Company.**

2. RECITALS.

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

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

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

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

2.5 Commission desires to engage Consultant to render certain consulting services for Commission or RCA for Next Generation Motorist Assistance Program Study Services project ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission or RCA regarding the Project and on other programs and matters affecting Commission or RCA, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All

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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 and for **Eighteen (18) months,** 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: Matt Sylvester, Contracts Manager.

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 **Matt Sylvester**, or his or her designee, to act as its representative for the performance of this Agreement

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

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

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

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, RCA, their officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

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

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

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

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

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

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

(A) General Liability.

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

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

(iii) The policy shall give the Commission, RCA, their directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's or RCA's

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insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

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

(C) Workers' Compensation and Employers Liability Coverage.

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

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

(D) All Coverages.

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

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

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

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

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

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

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

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

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

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

3.12.7 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All

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certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto. The total compensation shall not exceed **Two hundred forty-nine thousand, eight hundred eighty-eight dollars and fifty-seven cents. ($249,888.57)** without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.16 Termination of Agreement.

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

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

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

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

CONSULTANT:	**COMMISSION**:
ICF Resources, LLC	Riverside County
1902 Reston Metro Plaza	Transportation Commission
Reston, VA 20190	4080 Lemon Street, 3rd Floor
	Riverside, CA 92501
Attn: Matt Sylvester	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.

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

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

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

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

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

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

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

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

Commission and RCA are further granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise

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owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's or RCA's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

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

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

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, RCA, their directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, RCA, their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, RCA or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, RCA and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's

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obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, RCA, their directors, officials officers, employees, consultants, agents, or volunteers.

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

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

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

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

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

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

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

3.27 Prohibited Interests and Conflicts.

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

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

3.27.3 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working

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hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

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

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

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

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, RCA, their elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

3.31 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and

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no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

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

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

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

3.33 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

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

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

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

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

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

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

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

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

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

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

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

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

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[Signatures on following page]

SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR
NEXT GENERATION MOTORIST ASSISTANCE PROGRAM
STUDY SERVICES
WITH ICF RESOURCES, LLC

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

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	**CONSULTANT ICF RESOURCES, LLC**
By: _____	By: _____
Aaron Hake, Executive Director	Signature
	_____
	Name
	_____
	Title
Approved as to Form:	Attest:
By: _____	By: _____
Best Best & Krieger LLP	
General Counsel	Its: _____

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* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"

SCOPE OF SERVICES

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SCOPE OF WORK
Next Generation Motorist Assistance Program Study

Introduction

The Riverside County Transportation Commission (RCTC) is undertaking the Next Generation Motorist Assistance Program Study to strategically reimagine how it delivers roadside support and traveler information in a rapidly evolving transportation environment. As traditional services like the call box system reach the end of their useful life and new technologies create opportunities for more efficient and responsive assistance, RCTC's goal is to develop a forward-looking, data-informed roadmap that ensures motorist aid remains effective, equitable, and sustainable. This study will examine national and statewide best practices in motorist assistance, evaluate emerging technologies, and assess gaps in current service delivery. By identifying scalable and innovative solutions that align with regional growth and safety needs, the study will position RCTC to modernize its Motorist Assistance Program (MAP) and enhance mobility and safety for all Riverside County travelers.

Background

As the designated Service Authority for Freeway Emergencies (SAFE) in Riverside County, the Riverside County Transportation Commission (RCTC) has provided vital motorist assistance services since 1990. Funded by a $1 per vehicle registration fee, services have evolved over the past three decades in response to changing technology, travel behavior, and regional mobility needs. RC SAFE's Motorist Assistance Program (MAP) currently includes the Call Box Program (sunset as of June 2025), Freeway Service Patrol (FSP), and 511 Traveler Information Services (SoCal511). Each program has served a distinct but interconnected role in improving safety, reducing congestion, and ensuring access to information across Riverside County's transportation network.

Call Boxes: The Call Box Program was the first motorist aid service implemented under the RC SAFE initiative. Launched in 1990, the system expanded rapidly to over 1,100 call boxes along Riverside County highways, serving as a critical communication link for stranded motorists long before cell phones became prevalent. At its peak in the 1990s, the system handled over 88,000 calls annually. However, the proliferation of mobile devices led to a sharp decline in usage—falling to just over 300 calls by FY 2023/24. RCTC undertook a phased drawdown of the system over the years, beginning in 2005 and concluding with its final decommissioning in June 2025. Despite various upgrades (from analog to digital cellular), ongoing declines in utilization, escalating maintenance costs, and diminishing vendor support prompted the Commission to sunset the program. While call boxes once symbolized emergency preparedness, their removal marks a transition to more modern and scalable solutions.

A key focus of this assessment will be analyzing local CHP incident data and stakeholder feedback, evaluating alternatives to the sunsetting Call Box Program, and exploring technology-based solutions, and considering enhancements to existing infrastructure, such as mile marker signage, changeable message signs (CMS), and highway cameras, to address potential service gaps and enhance MAP services and delivery. As part of this process, the assessment will explore Mobile 511 solutions to offer stranded motorist direct access to non-emergency services previously provided through call boxes. In addition, the study will consider options for improving

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cellular connectivity in remote highway segments where coverage is limited, to ensure reliable communication access in the absence of call boxes.

Freeway Service Patrol (FSP): The FSP Program, introduced in 1993, has become a cornerstone of RC SAFE's MAP. Operated in partnership with Caltrans and the California Highway Patrol (CHP), FSP provides roving tow truck services during peak commute hours to assist with stalled vehicles, clear debris, and reduce delays from minor incidents—at no cost to motorists. Over time, the program has expanded to cover most urban highways in western Riverside County, including express lane beats. In recent years, FSP has averaged over 60,000 assists annually.

In addition to its core coverage, FSP is deployed on a temporary basis to support traffic mitigation during major construction projects and high-traffic special events in the Coachella Valley, such as the Coachella and Stagecoach festivals. The program is funded through a combination of state allocations, matching funds from SAFE, and toll revenue, and has consistently demonstrated strong performance, ranking among the highest in California in benefit-to-cost evaluations.

Despite its proven success, FSP now faces significant challenges. Rising operating costs and stagnant funding sources are raising concerns about the long-term sustainability of the program. While there is growing interest in expanding service coverage to areas like the Coachella Valley and increasing service hours to include mid-day and weekends, current financial constraints may force a reduction in coverage or service hours for the first time in the program's history. Without new funding strategies or adjustments to its cost structure, this critical service could face contraction just as regional demand continues to grow.

The assessment will also analyze projected growth impacts on future FSP demand, assess the feasibility of various program modernization strategies, and identify potential funding gaps. By aligning recommended enhancements with available funding opportunities, RCTC aims to develop a phased implementation strategy that prioritizes cost-efficiency, safety, and reliability across Riverside County's transportation network.

511 Traveler Information Services: Launched in 2010, the 511 Traveler Information System represents the digital evolution of motorist aid. Designed to deliver real-time traffic and transit updates via phone, website, and mobile app, the Inland Empire 511 system was originally administered by RCTC in partnership with the San Bernardino County Transportation Authority. To streamline operations and reduce administrative costs, it was later integrated into the SoCal 511 regional platform, administered by LA Metro, which serves Los Angeles, Orange, and Ventura counties. SoCal 511 provides multi-modal travel planning tools, live traffic conditions, emergency alerts, and access to rideshare programs. RC SAFE's share is funded with SAFE revenue. The program has grown its user base and remains a core public communication tool for both daily commuters and emergency management. Future enhancements are expected to include integration with smart freeway technologies, automated incident detection, and support for connected vehicle infrastructure—helping 511 serve as a bridge between traditional traveler information services and next-generation mobility ecosystems.

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SCOPE OF WORK
Next Generation Motorist Assistance Program Study

Background Insights and Study Purpose

The Next Generation Motorist Assistance Program Study presents an important opportunity for RCTC to thoughtfully transition from legacy infrastructure toward a more modern, responsive, and sustainable system of motorist aid. With the call box program coming to a close and regional needs continuing to evolve, this study will serve as a roadmap to ensure continued safety, reliability, and equity in roadside assistance and traveler information.

Through an evaluation of current service performance, integration of stakeholder feedback, examination of best practices across the state and nation, and application of emerging technologies, RCTC is committed to developing a forward-thinking strategy that addresses the diverse needs of Riverside County motorists. This strategy will prioritize cost-efficiency, safety, and reliability across the transportation network. Whether through expanded Freeway Service Patrol coverage, Mobile 511 innovations, or targeted infrastructure enhancements, the outcome of this study will guide a phased implementation plan that reflects fiscal realities while supporting regional growth. Ultimately, the goal is to deliver a next-generation Motorist Assistance Program that not only meets the needs of today's travelers but also anticipates and adapts to the evolving demands of tomorrow's mobility landscape.

Scope of Work: Motorist Assistance Program Strategic Assessment

Task 1: Project Kickoff and Objectives Alignment

Objective: Establish a common understanding of project scope, stakeholder priorities, and working processes.

Activities:

1. **Kickoff Meeting:** Conduct an initial meeting with RCTC staff and key stakeholders to review project objectives, roles, expected outcomes, and communication protocols.
2. **Refine Objectives and Scope:** Refine the scope of work based on new or evolving program needs, including recent developments in 511, FSP, and call box operations. Collaboratively confirm the assessment scope and deliverables with RCTC to ensure alignment with program goals. Confirm key research questions and geographic/operational focus areas.
3. **Stakeholder Engagement Planning:** Outline a plan for engaging key stakeholders (e.g., CHP, Caltrans, etc.) to gather input on coordination opportunities, identify areas for program improvement, and understand current service roles.

Deliverable(s):

a) Kickoff meeting summary and action items
b) Finalized scope of work and project schedule
c) Stakeholder engagement and communications plan

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Task 2: Comprehensive Safety and Support Review

Objective: Analyze traffic volume trends, emergency incident data, coverage patterns, infrastructure assets, and service equity to guide resource realignment.

Activities:

1. **Traffic Volume/Patterns:** Analyze traffic volumes and trends using RCTC's access to Replica data and available Caltrans data.
2. **CHP Incident Data Analysis:** Analyze CHP incident data across Riverside County's highways, assessing incident trends against available services between transportation stakeholders – Caltrans, CHP, and RCTC.
3. **Infrastructure Review:** Evaluate existing Caltrans infrastructure (e.g., CMS signs, cameras, mile markers) to assess current support systems and identify opportunities for enhancing detection and/or delivery of a motorist aid response and integration opportunities.
4. **Cell Phone Coverage Evaluation:** Assess cell phone coverage across Riverside County to identify areas with limited to no cell service. This analysis will help determine high-priority locations for alternative communication solutions and guide the allocation of resources to underserved areas.
5. **Service Alignment for Cost-Effective and Equitable Coverage:** Based on the incident and cell data coverage data, recommend strategies for optimizing resource allocation to ensure the most cost-effective and equitable coverage. Address underserved areas, including lower-income or rural communities, and recommend adjustments to address potential disparities in service access and response times.
6. **Stakeholder Meetings:** Conduct meetings with key stakeholders, including CHP and Caltrans, and fire departments that respond to highway emergencies, to discuss incident data insights, service alignment opportunities, and specific enhancements that each stakeholder can implement to improve motorist assistance services.

Deliverable(s):

a) Incident Data and Coverage Analysis Report
b) Cellular Coverage Map and Gap Analysis
c) Stakeholder Feedback Summary
d) Service Optimization and Equity Strategy Recommendations

Task 3: Call Box Program Alternatives Analysis

Objective: Identify and evaluate viable replacements for the sunsetting call box system.

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Activities:

1. **Alternatives Exploration:** Identify and evaluate alternatives for the sunsetting Call Box Program, with a specific focus on solutions for areas with limited or no cell service.
2. **Cost-Benefit Analysis of 511 Mobile Call Box Program:** Assess the feasibility and cost-effectiveness of a 511 mobile call box program versus motorists requesting assistance through 911 from their cell phones.
3. **Connectivity Enhancements:** Explore infrastructure investments to expand cellular service in low-coverage areas.
4. **Explore Enhanced Detection Opportunities:** Explore collaborations with private entities (e.g., Waze) to leverage and/or integrate crowd-sourced data into incident management systems and smart freeway technologies.

Deliverable(s):

a) Call Box Alternatives Report
b) Mobile 511 Cost-Benefit Analysis
c) Cellular Connectivity Recommendations
d) Enhanced Detection Recommendations

Task 4: Assessment of Freeway Service Patrol (FSP)

Objective: Assess current FSP operations and develop strategies for optimization and future expansion.

Activities:

1. **Current Service Analysis:** Review FSP utilization, geographic coverage, response times, and costs to assess current service efficiency and identify optimization opportunities within existing funding levels.
2. **Future Service Projections:** Model future FSP demand using population and congestion forecasts to determine future service areas. Project future FSP coverage areas based on and funding projections to identify high-priority areas for potential expansion.
3. **Technology Trends and FSP Enhancements:** Evaluate automotive technology trends (e.g., connected vehicle systems, vehicle-to-infrastructure communication) to assess their impact on future FSP requirements and explore potential program enhancements.
4. **Stakeholder Input**: Gather operational insights from CHP and other partners on current challenges and future needs.

Deliverable(s):

a) FSP Operations Analysis Report

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b) Future Coverage Model and Expansion Recommendations
c) Technology Readiness Summary

Task 5: Program Modernization and Resource Needs

Objective: Develop actionable strategies for modernizing MAP operations and sustaining high-quality service delivery.

Activities:

1. **Short- and Long-Term Recommendations:** Develop a set of phased recommendations for modernizing the MAP, detailing short-term actions and long-term strategies that align with current funding levels.
2. **Scenario Planning:** Define baseline and enhanced investment scenarios to accommodate various funding outcomes.
3. **Resource Assessment:** Evaluate staffing levels, technical expertise, and training needs to support modernization initiatives.

Deliverable(s):

a) Modernization and Resource Needs Report
b) Staffing and Organizational Needs Analysis

Task 6: Phased Implementation and Funding Strategy

Objective: Create an implementable roadmap and identify potential funding sources to support recommended changes.

Activities:

1. **Implementation Timeline:** Develop a phased implementation timeline for the recommended program improvements, prioritizing actions based on impact, feasibility, and available funding.
2. **Funding Strategy:** Identify relevant local, regional, state, and federal funding and grant opportunities to support MAP improvements.
3. **Grant Guidance**: Provide eligibility requirements, application timelines, and readiness checklists.

Deliverable(s):

a) Phased Implementation Roadmap
b) Funding Strategy and Grant Opportunities Report

Draft

Task 7: Final Report and Presentation of Findings

Objective: Compile final findings and recommendations into a comprehensive report and present key outcomes to RCTC committees and the Board for input, alignment, and direction.

Activities:

1. **Final Report Preparation**: Develop a comprehensive final report summarizing study findings, strategic recommendations, and the phased implementation plan.
2. **Presentation Development**: Prepare presentation materials (slide deck and executive summary) to clearly communicate key results, recommendations, and next steps.
3. **Committee Briefings**: Coordinate with RCTC staff to present to relevant committees (e.g., Budget and Implementation, Western Riverside Programs and Projects) for input and feedback.
4. **Board Presentation**: Deliver final presentation to the RCTC Commission Board, incorporating committee feedback and outlining next steps.
5. **Reference Materials Delivery**: Provide digital and print-ready versions of the final report and presentation materials for future use (e.g., grant applications, public briefings).

Deliverable(s):

a) Final Strategic Assessment Report
b) Presentation Slide Deck for Committees and Board
c) Executive Summary Handout
d) Meeting Summary with Feedback and Action Items

Draft

SCOPE OF WORK
Next Generation Motorist Assistance Program Study

Table of Deliverables

Task	Deliverable Title	Description
Task 1-a	Kickoff meeting summary and action items	Summary of initial meeting discussions and decisions.
Task 1-b	Finalized scope of work and project schedule	Confirmed project objectives, timeline, and milestones.
Task 1-c	Stakeholder engagement and communications plan	Plan to engage CHP, Caltrans, and other partners.
Task 2-a	Incident Data and Coverage Analysis Report	Analysis of CHP data, traffic volumes, and service overlap.
Task 2-b	Cellular Coverage Map and Gap Analysis	Identification of low/no cell coverage areas.
Task 2-c	Stakeholder Feedback Summary	Insights from meetings with public safety and transportation agencies.
Task 2-d	Service Optimization and Equity Strategy Recommendations	Strategies to improve equity and resource deployment.
Task 3-a	Call Box Alternatives Report	Evaluation of alternatives to legacy call boxes.
Task 3-b	Mobile 511 Cost-Benefit Analysis	Cost comparison between Mobile 511 and 911 usage.
Task 3-c	Cellular Connectivity Recommendations	Options to improve connectivity in underserved corridors.
Task 3-d	Enhanced Detection Recommendations	Recommendations for Waze integration and smart freeway tools.
Task 4-a	FSP Operations Analysis Report	Performance review and cost-efficiency assessment of current FSP operations.
Task 4-b	Future Coverage Model and Expansion Recommendations	Forecast-based expansion strategy for FSP.
Task 4-c	Technology Readiness Summary	Impact of vehicle technology on FSP requirements.
Task 5-a	Modernization and Resource Needs Report	Short- and long-term MAP modernization strategies.
Task 5-b	Staffing and Organizational Needs Analysis	Resources and staffing necessary to support recommendations.

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Task 6-a	Phased Implementation Roadmap	Timeline with recommended actions and responsible parties.
Task 6-b	Funding and Grant Strategy Report	Identification of viable funding sources and guidance for grant application.
Task 7-a	Final Strategic Assessment Report	Full report of findings, recommendations, and implementation plan.
Task 7-b	Presentation Slide Deck for Committees and Board	Slides summarizing key results and next steps for briefings.
Task 7-c	Executive Summary Handout	One-page overview for public or stakeholder use.
Task 7-d	Meeting Summary with Feedback and Action Items	Notes from presentations with follow-up actions.

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EXHIBIT "B"

SCHEDULE OF SERVICES

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4.a Project Schedule

Although RCTC did not ask for a project schedule, we believe it is important to show how each task will progress and where key stakeholder engagement will occur.

Exhibit 1. Project Timeline

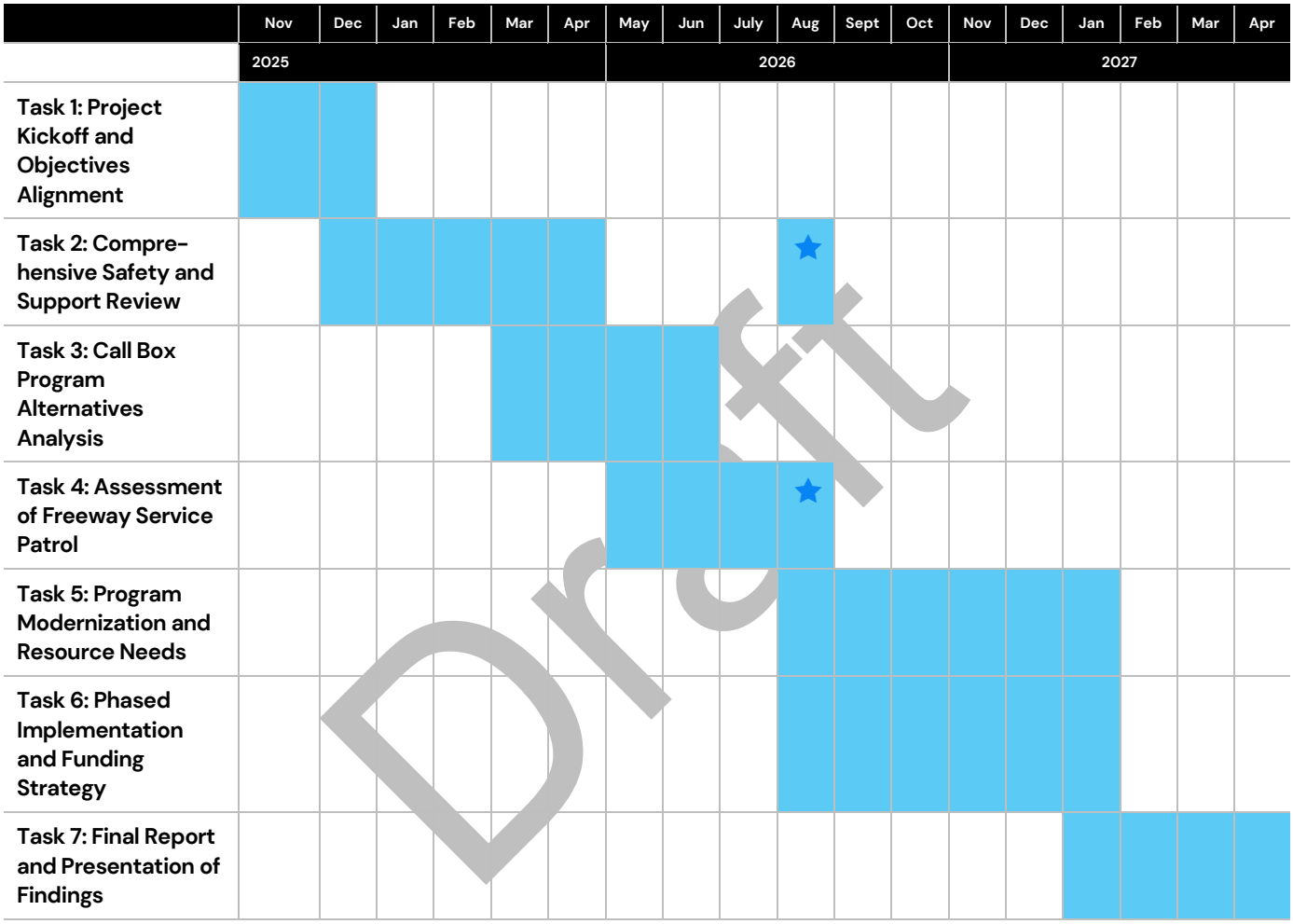

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EXHIBIT "C"

COMPENSATION

Draft

EXHIBIT "C"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
	Prime Consultant:	
ICF Resources, LLC	**Next Generation Motorist Assistance Program Study Services**	**$ 249,888.57**
	TOTAL COSTS	**$ 249,888.57**

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

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AGENDA ITEM 11

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	November 12, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Jillian Guizado, Planning and Programming Director David Knudsen, Deputy Executive Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	2026 State Transportation Improvement Program Project Recommendations

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Approve 2024 State Transportation Improvement Program (STIP) reprogramming and 2026 STIP programming of $25,054,131 Western Riverside County and Palo Verde Valley target share funding capacity on Interstate 10/Highland Springs (I-10/Highland Springs), Temescal Canyon Road Widening (Temescal), Pennsylvania Avenue Grade Separation (Pennsylvania), and Interstate 15 Express Lanes Project Southern Extension (I-15 ELPSE), and submit to the California Transportation Commission (CTC);
2) Include 2026 STIP programming of $6,057,419 Coachella Valley target share funding capacity on CV Sync regional signal synchronization program for Phase IV in Rancho Mirage per recommendation by the Coachella Valley Association of Governments (CVAG) and submit to the CTC;
3) Include programming Planning, Programming, and Monitoring (PPM) funds (5 percent of STIP target share programming capacity) in the amount of $1,637,450 in Fiscal Years 2026/27 through 2030/31;
4) Submit the Riverside County 2026 STIP to the CTC by the statutory deadline of December 15, 2025;
5) Forward the Riverside County 2026 STIP project recommendations to the Southern California Association of Governments (SCAG) to conduct regional performance measures analysis as required by the CTC STIP guidelines;
6) Approve Agreement No. 07-71-028-06, Amendment No. 6 to Agreement No. 07-71-028-00, with the city of Blythe (Blythe) to trade 2026 STIP programming of $115,113 Palo Verde Valley target share funding capacity and 2024 Local Partnership Program (LPP) Formula programming of $41,462 with Measure A Western Riverside County Highway funds to facilitate delivery of local arterial projects for a revised total amount not to exceed $5,017,515; and
7) Authorize the Executive Director, pursuant to legal counsel review, to finalize and execute the amendment, on behalf of the Commission, upon CTC adoption of the 2026 STIP in March 2026.

BACKGROUND INFORMATION:

At the September 2025 Commission meeting, staff presented general STIP program trends and outlined the process for developing the 2026 STIP. Based on the CTC's adopted Fund Estimate (FE), Riverside County's 2026 STIP Target Share for programming is $32,749,000. At its September 2025 meeting, the Commission approved the 2026 STIP formula distribution to Riverside County's three geographic areas: Western Riverside County, Coachella Valley, and Palo Verde Valley, per the STIP Intracounty Memorandum of Understanding (MOU).

DISCUSSION:

CTC Programming Requirements

The 2026 STIP covers a five-year period from FYs 2026/27 – 2030/31. New STIP programming capacity in the target share (explained in the next section) is mostly available in the last two years of the 2026 STIP cycle (FYs 2029/30 and 2030/31). A few notable requirements for programming STIP projects are:

- Projects cannot be programmed prior to FY 2029/30 without pushing back projects currently programmed in the first three years.
- Projects must have a completed project study report (PSR) or PSR Equivalent.
- Projects costing $50 million or more, or that are requesting over $15 million in STIP funds for right-of-way or construction, must provide additional analysis (e.g., Benefit/Cost (B/C) and air quality analysis).
- Project phases must be fully funded.

Riverside County 2026 STIP Target Share

The 2026 STIP target share funding distribution for the three geographic areas is included in the table below based on the funding distribution approved at the September 2025 Commission meeting.

Table 1. 2026 STIP FE – Riverside County Share Target

Total Riverside County Share		*$ 32,749,000*
Less: 5 percent PPM		*1,637,450*
Total New Project Programming		*31,111,550*
Western County	*80.16 percent*	*24,939,018*
Coachella Valley	*19.47 percent*	*6,057,419*
Palo Verde Valley	*0.37 percent*	*115,113*

Per an MOU between the Commission and Blythe, Palo Verde Valley STIP funds traditionally have been traded with Measure A Western Riverside County highway funds to facilitate delivery of

local arterial projects in the Palo Verde Valley. Given Blythe's lower STIP funding levels, it is more efficient to provide local funding to ensure project delivery and a less cumbersome allocation process. Pursuant to Commission direction at its March 8, 2023, meeting, the STIP MOU with Blythe also now includes a trade of LPP Formula funds with Measure A Western Riverside County highway funds. The Commission receives LPP Formula funds from the CTC for having a voter-approved sales tax dedicated to transportation. Staff recommends upon CTC adoption of the 2026 STIP, amending the STIP MOU with Blythe trading $115,113 of STIP funds and $41,462 of 2024 LPP Formula funds with Measure A Western Riverside County highway funds. Blythe will also be required to include the STIP trade funds and associated project(s) in its Measure A Capital Improvement Program. This increases the 2026 STIP Western Riverside County total to $25,054,131. For the Coachella Valley share, CVAG nominates its projects and notifies Commission staff for final concurrence and submittal to the CTC. Coachella Valley's 2026 STIP share is $6,057,419.

2026 STIP Target Share Programming Recommendation: Western Riverside County

Due to the long horizon for when the funds can be programmed and the requirement that STIP projects be fully funded, identifying projects for STIP funding can be a challenge. The first step in developing recommendations for the 2026 STIP is to review the status of projects programmed in the 2024 STIP. If projects are delayed, funding must be reprogrammed to match updated delivery schedules. Once reprogramming is complete, staff identifies projects that meet eligibility and readiness criteria for 2026 STIP programming. A key element that makes a project well-qualified to receive STIP programming is that it either already has or is currently seeking federal environmental clearance under the National Environmental Policy Act; this is critical for projects in need of discretionary funding.

Staff recommends reprogramming a portion of the 2024 STIP share and programming the $25,054,131 of 2026 STIP target share funding as described below:

1. In the 2024 STIP, I-10/Highland Springs is programmed for FY 2028/29 in the amount of $14,698,000 for the construction phase. Based on current project schedule and cost, the project is not anticipated to be in construction until FY 2032/33. As such, staff is recommending revising STIP programming to $8,000,000 for the design phase in FY 2029/30.
2. The difference in the current STIP programming on I-10/Highland Springs of $14,698,000 and the proposed STIP programming of $8,000,000 is $6,698,000. In June 2025, the city of Beaumont's Pennsylvania project was awarded $49,400,000 of competitive statewide funding. Pennsylvania will go to construction in FY 2026/27, making it an ideal candidate to utilize the $6,698,000 now available.
3. In the 2024 STIP, Temescal has $13,000,000 programmed in FY 2026/27 for the construction phase. Based on current project schedule and cost, the project should be in construction in FY 2028/29. Additionally, the project has $7,150,000 of federal State Transportation Block Grant (STBG) funds which SCAG requires obligation by December 2026. Since the project will not be able to use the funds in time, staff

recommends the Commission swap STBG for STIP funds. This would add $7,150,000 of 2026 STIP on the construction phase. The STBG funds from Temescal will be reprogrammed to I-15 ELPSE so the funds will not be lost.

4. This leaves $17,904,131 in 2026 STIP funds for I-15 ELPSE. Staff recommends programming this amount on the construction phase of I-15 ELPSE.

Notably, because some of the 2024 STIP projects are delayed, Western Riverside County has a unique opportunity to add funding to first three years of the STIP. This is unusual as projects are typically programmed in the last two years of the STIP where there is funding capacity. While this timing provides additional flexibility in advancing regional priorities, it does not guarantee that the Commission's recommendations will be programmed as nominated. As program administrator, the CTC will evaluate statewide needs and through consultation with the Commission, make final STIP programming decisions.

2026 STIP Target Share Programming Recommendation: Coachella Valley

CVAG is responsible for STIP programming actions for the Coachella Valley per the STIP Intracounty MOU. At its August 25, 2025, meeting, the CVAG Transportation Committee recommended programming the Coachella Valley STIP share of $6,057,419 on the CV Sync regional signal synchronization program for Phase IV in Rancho Mirage.

2026 STIP PPM Programming

A total of $1,637,450 in 2026 STIP PPM funds will be programmed across FYs 2026/27 through 2030/31; this is in addition to the $1,627,000 of remaining 2024 STIP PPM funds. Commission staff will coordinate with CVAG on the use of PPM for planning, programming, and monitoring activities.

2026 STIP Submittal

The 2026 STIP is statutorily required to be submitted to the CTC by December 15, 2025. The submittal requires various forms and reports that will involve input from Caltrans, project sponsors and consultants, and SCAG. The proposed STIP projects will be submitted to SCAG by September 18 to give SCAG sufficient time to conduct the required regional performance measures analysis to meet the submittal deadline.

Table 2. 2026 STIP Submittal (in $1,000s)

Project	Agency	Action	26/27	27/28	28/29	29/30	30/31
1. I-10/Highland Springs	RCTC/ Beaumont/ Banning	Revise phase from construction to design; reprogram to FY 29/30 to align with project schedule			~~14,698~~	8,000	
2. Pennsylvania Grade Separation	Beaumont	Add new project	6,698				
3. Temescal Canyon Road Widening	County	Reprogram to FY 28/29 to align with project schedule	~~13,000~~		13,000		
	County	Swap STBG to STIP			7,150		
4. I-15 ELPSE	RCTC			37,416			
	RCTC	Program remaining 2026 STIP share		17,904			
5. CV Sync Phase IV Rancho Mirage	CVAG	Program Coachella Valley 2026 STIP share				6,057	
6. PPM	RCTC/CVAG		600	600	664	700	700

FISCAL IMPACT:

STIP funding for Commission projects and PPM will be included in future budgets based on the CTC's STIP adoption in March 2026. STIP funding for projects not led by RCTC will not pass through the Commission; the project sponsor will receive STIP reimbursement through Caltrans.

Financial Information						
In Fiscal Year Budget:	N/A	Year:	2027/28+	Amount:	$19,541,581	
Source of Funds:	2026 STIP			Budget Adjustment:		N/A
GL/Project Accounting No.:	2026 STIP (PPM): $1,637,450 662040 415 41502 00000/106 66 41501 662040 XXXXX XXXXX 0000/106 66 XXXXX 2026 STIP (I-15 ELPSE): $17,904,131 153044 415 41502 00000/515 31 41501 153044 81XXX 00000 0000/515 31 81XXX					
Fiscal Procedures Approved:				Date:	10/16/2025	

Attachments:

1) Draft Agreement No. 07-71-028-06 with Blythe
2) Letter of Support from the City of Beaumont – Dated October 30, 2025

Approved by the Budget and Implementation Committee on October 27, 2025

In Favor: 12 Abstain: 0 No: 0

Agreement No. 07-71-028-06

AMENDMENT NO. 6 TO MEMORANDUM OF UNDERSTANDING BETWEEN RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND THE CITY OF BLYTHE FOR TRADING STATE TRANSPORTATION IMPROVEMENT PROGRAM INTRA-COUNTY PALO VERDE VALLEY FORMULA FUNDS

1. PARTIES AND DATE

This Amendment No. 6 to the Memorandum of Understanding for trading State Transportation Improvement Program (STIP) Intra-county Palo Verde Valley Formula funds ("MOU") is made and entered into as of this _____ day of _____, 2026, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and the CITY OF BLYTHE ("City").

2. RECITALS

2.1 The Commission and the City have entered into an MOU dated November 14, 2006, for the purpose of trading a total of $2,291,656 of STIP Intra-county Palo Verde Valley Formula funds that were allocated to Palo Verde Valley in 2004 and 2006 for Measure A Western County Highway funds.

2.2 Although STIP funds were not available in the 2008 and 2010 STIP cycles, the 2012 and 2014 STIP cycles did result in available STIP capacity; however, the amendments to include the new trade funding were not executed, as the City had remaining funds from the previous 2004 and 2006 STIP cycles.

2.3 The City submitted an invoice to the Commission for reimbursable STIP projects identified in the City's Measure A Local Streets and Roads Five-Year Capital Improvement Plan ("Projects").

2.4 The parties entered into Amendment No. 1 to amend the MOU in order to provide reimbursement for the Projects by trading STIP Intra-county Formula funds that were allocated to Palo Verde Valley in 2012 and 2014 in the amount of $1,106,410 for Measure A Western Riverside County Highway funds.

2.5 The parties entered into Amendment No. 2 to amend the MOU in order to provide reimbursement for the Projects by trading STIP Intra-county Formula funds that were allocated Palo Verde Valley in 2018 in the amount of $608,024 for Measure A Western Riverside County Highway funds.

2.6 The parties entered into Amendment No. 3 to amend the MOU in order to provide reimbursement for the Projects by trading STIP Intra-county Formula funds that were allocated to Palo Verde Valley in 2020 in the amount of $89,649 for Measure A Western Riverside County Highway funds.

2.7 The parties entered into Amendment No. 4 to amend the MOU in order to provide reimbursement for the Projects by trading STIP Intra-county Formula funds that were allocated to Palo Verde Valley in 2022 in the amount of $198,391 for Measure A Western Riverside County Highway funds.

2.8 At its March 2023 meeting, the Commission approved amending this MOU to include a biennial Senate Bill 1 Local Partnership Program Formula funding swap with the City in tandem with each biennial STIP cycle, which the parties desire to effectuate through Amendment No. 5.

2.9 The parties entered into Amendment No. 5 to amend the MOU in order to provide reimbursement for the Projects trading STIP Intra-county Formula Funds and Local Partnership Program Formula funds that were allocated to Palo Verde Valley in 2024 in the amount of $566,810 for Measure A Western Riverside County Highway funds.

2.10 The parties now desire to amend the MOU for the purpose of trading a total of $115,113 of additional 2026 STIP Intra-county Formula funds, and $41,462 of 2024 Local Partnership Program Formula funds that were allocated to Palo Verde Valley for Measure A Western Riverside County Highway funds to facilitate delivery of local arterial projects in Palo Verde Valley.

3. TERMS

3.1 This Amendment No. 6 is to trade a total of $156,575 of additional 2026 STIP Intra-county Formula funds, and fiscal years 2025/26 through 2026/27 Local Partnership Program Formula funds that were allocated to Palo Verde Valley for Measure A Western County Highway funds to provide funding to facilitate the delivery of local arterial projects in the Palo Verde Valley.

3.2 Section 3.1 of the MOU is hereby amended to read as follows:

The agreement is to trade a total of $5,017,515 of STIP Intra-county Formula funds and Local Partnership Program Formula funds that were allocated to Palo Verde Valley ($1,875,000 de-programmed from the 2004 STIP; $416,656 of 2006 STIP Intra-county Formula funds that were unable to be programmed in the 2006 STIP; $1,106,410 of STIP Intra-county Formula funds that were allocated to Palo Verde Valley in 2012 and 2014; $608,024 of 2018 STIP Intra-county Formula funds that were allocated to Palo Verde Valley; $89,649 of 2020 STIP Intra-county Formula funds that were allocated to Palo Verde Valley; $198,391 of 2021 Mid-Cycle STIP Intra county Formula funds and 2022 STIP Intra-county Formula funds that were allocated to Palo Verde Valley; $294,804 of additional 2022 STIP Intra-county Formula funds and 2024 STIP Intra-county Formula funds that were allocated to Palo Verde Valley, $272,006 of Senate Bill 1 Local Partnership Program Formula funds, $115,113 of 2026 STIP Intra-county Formula funds that were allocated to Palo Verde Valley; and $41,462 of 2024 Local Partnership Formula Program funds that were allocated to Palo Verde Valley) for Measure A Western Riverside County Highway funds.

3.3 Except as amended by this Amendment No. 6, all provisions of the MOU shall remain in full force and effect and shall govern the actions of the parties under this Amendment.

3.4 This Amendment No. 6 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. 6 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. 6 for all purposes. This Amendment No. 6 may be signed using an electronic signature.

3.6 This Amendment No. 6 may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

SIGNATURE PAGE
TO
AGREEMENT NO. 07-71-028-06

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 6 on the date first herein above written.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Aaron Hake, Executive Director

CITY OF BLYTHE

By: _____
Signature

_____
Name

_____
Title

APPROVED AS TO FORM:

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

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

BEAUMONT
CALIFORNIA

October 30, 2025

Honorable Karen Spiegel, Chair
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

Subject: Letter of Support for the 2026 State Transportation Improvement Program Project Recommendations

Dear Chair Spiegel,

The City of Beaumont (City) supports the Riverside County Transportation Commission (RCTC) staff recommendations in the 2026 State Transportation Improvement Program (STIP) Project Recommendations as presented to the Budget and Implementation Committee on October 27, 2025, under Item 8.

Of particular interest to the City is the first action item to make revisions to existing STIP programming on the Interstate 10/Highland Springs (I-10/Highland Springs) interchange project and to add STIP funding to the Pennsylvania Avenue Grade Separation project. Both projects are regionally significant priorities for the Pass Area that promise to improve mobility, safety, and economic prosperity for our area's residents and businesses.

On behalf of the City, I encourage the Commission to approve staff's recommendations in the 2026 STIP Project Recommendations item which is anticipated to be considered at its next meeting on November 12, 2025.

Sincerely,

Mike Lara
Mayor

cc: Beaumont City Council

City of Beaumont | 550 E. 6th Street, Beaumont, CA 92223 | (951) 769-8520 | BeaumontCA.gov

AGENDA ITEM 12

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	November 12, 2025
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Erik Galloway, Project Delivery Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	2019-2029 Western Riverside County Highway Delivery Plan Status Update

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file an update on the 2019-2029 Western Riverside County Highway Delivery Plan (10-Year Delivery Plan).

BACKGROUND INFORMATION:

Riverside County voters approved Measure A on November 5, 2002, extending the existing half-cent sales tax for transportation through 2039. The measure established the Riverside County Transportation Improvement Plan, dedicating all revenues exclusively to transportation purposes such as highways, local roads, and transit. State law requires the expenditure plan identify projects on the state highway system funded through the Measure, resulting in a defined list of Western Riverside County Highway Projects. Below is the list of voter-approved projects.

Route	Limits	Project	Est. Cost ($ Millions)
91, 60, I-15, & I-215		Reducing congestion on these routes will require that new transportation corridors are constructed	See Section 2
Rte 91	Pierce Street to Orange County Line	Add 1 lane each direction	$161
91/I-15	Interchange	Add new Connector from I-15 North to 91 West	$243
91/71	Interchange	Improve Interchange	$26
Rte 71	Rte 91 to San Bernardino County Line	Widen to 3 lanes each direction	$68
I-215	60/91/215 to San Bernardino County Line	Add 2 lanes each direction	$231
I-215	Eucalyptus Ave to I-15	Add 1 lane each direction	$210
I-15	Rte 60 to San Diego County Line	Add 1 lane each direction	$359
I-10	San Bernardino County Line to Banning	Add eastbound truck climbing lane	$75
I-10/60	Interchange	Construct new interchange	$129

Rte 60	Badlands area, east of Moreno Valley	Add truck climbing lane	$26
Rte 79	Ramona Expressway to Domenigoni Parkway	Realign highway	$132

In mid-2005, the Commission directed staff to prepare the first 10-Year Delivery Plan to prioritize the projects detailed in Measure A.

At the December 13, 2006, Commission meeting, staff presented the results to formulate the first 10-Year Delivery Plan for the Western Riverside County Highway Program. This commenced development of the 2009-2019 Western Riverside County Highway Delivery Plan.

2009-2019 Western Riverside County Highway Delivery Plan

In December 2009, the Commission approved the 10-Year Delivery Plan for the Western Riverside County Highway projects. The intent of the plan was to establish priorities for the implementation of the renewed Measure A sales tax program approved by Riverside County residents in 2002. Measure A began receiving sales tax revenue in July 2009 for a 30-year period, which will conclude in 2039. The 10-Year Delivery Plan was established as the priority/implementation plan for the Measure A Highway Projects. It should be noted this plan focused solely on highway projects in Western Riverside County. Public transportation projects are in a separate section of the Measure A Expenditure Plan and are not included in this analysis.

The Great Recession caused a significant reduction in revenue for transportation projects, including Measure A, forecast toll revenue, and state and federal funds. Costs for transportation projections across the country increased during the first 10-Year Delivery Plan. These two factors impacted what the Commission could achieve between 2009-2019.

The Commission revised the 10-Year Delivery Plan in January 2010 at its annual workshop to address these changing conditions. Delivery decisions and assumptions were reviewed and modified to reflect the economic conditions at that time. This plan resulted in the deferral of several projects and served as the guidance document for the RCTC Project Delivery team. Some of the projects impacted included:

- Mid County Parkway – Limit Right of Way Acquisition;
- State Route 79 Realignment Complete – Stop Right of Way Acquisition;
- Interstate 215 North Segment – Deferred;
- I-15 Corridor – Partially Deferred;
- I-10 Truck Climbing Lane – Deferred;
- SR-91 Corridor Improvement Project – Top Priority.

2019-2029 Western Riverside County Highway Delivery Plan

In January 2019, the Commission directed the Future Funding Initiatives Ad Hoc Committee (FFI Committee) to develop, review, and present specific recommendations to the Commission

by the end of July 2019. One of the items assigned to the FFI Committee was to develop a new 10-Year Western Riverside County Highway Delivery Plan for 2019-2029 (2019-2029 Delivery Plan). The new plan identified RCTC sponsored highway projects in Western Riverside County, which could be delivered from 2019 to 2029.

On March 25, 2019, staff presented a draft 2019-2029 Delivery Plan to the FFI Committee for review and input. The FFI Committee requested additional information to support the analysis presented in the 2019-2029 Delivery Plan, including:

- Project economic benefit; and
- Existing and future trends in population, employment, and traffic congestion.

On April 15, 2019, at the FFI Committee meeting, a revised draft of the 2019-2029 Delivery Plan was presented. The Committee members provided additional input and requested additional information, including:

- Quantitative evaluation of the economic benefit;
- Description of the economic benefits of the constructed projects, and;
- Updated population and employment trends by supervisorial district.

At the July 10, 2019, Commission meeting, the final 2019-2029 Delivery Plan approved by the FFI Committee was presented and adopted. The adopted plan is included in Attachment 1, and a map identifying the locations of the projects is included in Attachment 2. The plan separated the projects into 5 distinct groupings, which identified whether the projects were fully, partially, or not funded, and classified the projects as RCTC or partner agency sponsored. The 5 groupings are listed below:

- **Group 1** – Fully Funded: Part of the 2019-2029 Delivery Plan;
- **Group 2** – Partial Funding Likely Available: Part of the 2019-2029 Delivery Plan;
- **Group 3** – Partner Agency Projects: Assist with Funding in 2019-2029;
- **Group 4** – Not Part of the 2019-2029 Delivery Plan: RCTC Projects;
- **Group 5** – Not Part of the 2019-2029 Delivery Plan: Partner Agency Projects.

Current Status

While the completion date for the 2019-2029 Delivery Plan is still four years away, now is the time for staff to assess the progress on the plan. From July 2019 to the present, priority changes have been made to the projects listed in the 2019-2029 Delivery Plan via Commission actions. These changes include commencement of environmental, design, or construction of the projects, allocation of funding to a project that was previously in a non-funded group. In addition, some projects were deferred and reallocated to a lower group in the 2019-2029 Delivery Plan. The Commission actions that occurred may not have specifically called for the project to be placed in a new group, but for this status assessment the project priority has been adjusted to reflect these actions and to reflect the status of the 2019-2029 Delivery Plan projects.

The key Commission actions include:

- **September 11, 2019, Commission Meeting**
  - Postponed development of the project study report (PSR) for Next Generation Toll projects;

- **May 12, 2021, Commission Meeting**
  - Awarded design agreement to commence the I-15 Smart Freeway Pilot Project;

- **May 11, 2022, Commission Meeting**
  - Adopted decision to defer the design and construction of Mid County Parkway Package 2;

- **September 14, 2022, Commission Meeting**
  - Approved award of the design agreement for the Mid County Parkway Package 3;

- **January 26, 2024, Commission Workshop**
  - Adopted the proposed segments for the SR-79 project and proceeded with the project as a County facility and not as a state highway;
  - Advanced from Group 4 to Group 1;

- **September 10, 2025, Commission Meeting**
  - Approved award for a Next Generation Toll Feasibility Study 2.0.

In addition to the Commission actions over the past six years, progress has been made on several projects. Therefore, staff have updated the 2019-2029 Western Riverside County Highway Delivery Plan to reflect these changes and updates. The updated plan, titled the 2019-2029 Western Riverside County Highway Delivery Plan 2.0 (2019-2029 Delivery Plan 2.0), is included in Attachment 3. The item is intended for informational purposes, to provide a clear understanding of the projects under development or delivered and their current status, and to seek the Commission input on any of the projects listed in the 2019-2029 Delivery Plan 2.0.

2019-2029 Western Riverside County Highway Delivery Plan 2.0 Update

The 2019-2029 Delivery Plan 2.0, included in Attachment 3, has been structured to provide a summary of the individual project status. In addition, some of the information that was detailed in the 2019-2029 Delivery Plan has been excluded from this update, i.e. Project Cost, Available Funding, or Prioritization Factors, as it was not the focus of the update. However, two new columns were added, Status of the projects and Notes to explain any changes in prioritization. The 'Status' column identifies whether the project is Completed, Ongoing, Future, or On Hold, and the 'Notes' column provides information on which phase the project is in or whether it was re-prioritized by the various Commission actions summarized earlier.

Group 1 – Fully Funded: Part of the 2019-2029 Delivery Plan

Update	Original 2019-2029 Delivery Plan	2019-2029 Delivery Plan 2.0
Number of Projects	13	19
COMPLETE Category	2	2
BUILD Category	8	8
START Category	3	9

Group 1 – Current Status

COMPELTED	10 (53%)
ON GOING	6 (31%)
FUTURE	3 (16%)

Key Highlights:

- Six projects were advanced and added to the Group 1 category, representing a 46 percent increase in the number of projects when compared to the 2019-2029 Delivery Plan.
- The Commission has added more projects and has delivered 53 percent of the projects and 31 percent are progressing to completion. This represents 84 percent of the total Group 1 Projects.
- The three projects listed as 'future' include Segment 1 and Segment 2 of SR-79 and the postponed toll lanes in downtown Riverside.

Group 2 – Partially Funded. Likely Available - Part of the 2019-2029 Delivery Plan

Update	Original 2019-2029 Delivery Plan	2019-2029 Delivery Plan 2.0
Number of Projects	8	6

Group 2 – Current Status

COMPELTED	0 (0%)
ON GOING	1 (17%)
FUTURE	5 (83%)
Number of FUTURE Projects – Postponed Toll Projects	3 (60%)

Key Highlights:

- The number of projects in Group 2 has decreased from what was envisioned in the 2019-2029 Delivery Plan. This decrease is due to various actions that advanced projects to Group 1 or suspended projects and shifted them to Group 4, for example the Mid County Parkway Package 2 (MCP2).
- Projects within this group were partially funded, but staff were able to identify funding to advance one of the projects listed. The I-15 Express Lanes Project Southern Extension (Cajalco to SR-74), which is anticipated to have a Progressive Design Builder awarded in February 2026.

Group 3 – Partner Agency Projects: Assist with Funding in 2019- 2029

Update	Original 2019-2029 Delivery Plan	2019-2029 Delivery Plan 2.0
Number of Projects	3	3

Group 3 – Current Status

COMPELTED	2 (67%)
ON GOING	1 (33%)
FUTURE	0 (0%)

Key Highlights:

- Group 3 consists of RCTC's partner agency projects. The three projects identified are completed or are progressing towards completion.

Group 4 – Not Part of 2019- 2029 Delivery Plan: RCTC Projects

Update	Original 2019-2029 Delivery Plan	2019-2029 Delivery Plan 2.0
Number of Projects	12	10

Group 4 – Current Status

COMPELTED	0 (0%)
ON GOING	3 (30%)
FUTURE	4 (40%)
ON HOLD	3 (30%)

Key Highlights:

- The projects identified in Group 4 are RCTC projects but were not included in the 2019-2029 Delivery Plan; as such, they were not planned to be completed by 2029.
- Two of the projects listed in this group were advanced to Group 1. Mid County Parkway: Package 3 and SR-79.
- Of the remaining 10 projects, three are currently ongoing as part of the 91 ECOP Project, which is advancing to Group 2 status and by next year and is anticipated to move to Group 1, and the upcoming SR-79/I-10 PSR.
- The remaining projects are planned for the future or were placed on hold by the Commission.

Group 5 – Not Part of 2019-2029 Delivery Plan: Partner Agency Projects

Update	Original 2019-2029 Delivery Plan	2019-2029 Delivery Plan 2.0
Number of Projects	3	3

Group 5 - Current Status

COMPELTED	0 (0%)
ON GOING	1 (33%)
FUTURE	2 (67%)

Key Highlights:

- Of the three projects listed in Group 5, one is ongoing, San Bernardino County Transportation Authority (SBTCA): 15 Express Lanes, while the remaining two are future projects. However, the County and city of Temecula are working towards advancing the projects to their next stages of development.

Summary

Of the projects identified to be included in the original 2019-2029 Delivery Plan and that were fully funded, 84 percent have been completed or are advancing to completion. This is a positive outcome, especially considering the number of projects within this group was increased by 46 percent from the total approved in July 2019. The Commission advanced projects and took on the challenge of delivering more than was planned in 2019 and is delivering on that challenge.

Of the projects identified in the plan that were partially funded, a reduction in their number occurred as some were advanced to Group 1 due to the allocation of funding, while others were deferred due to the suspension of the project by the Commission. Of the projects that remain, the Commission has commenced 17 percent of the projects. The remaining projects are identified for future implementation, and of those, 60 percent are toll projects which were postponed by Commission action in 2019.

Looking Ahead

Next, staff will develop a financial forecast that looks at estimated Measure A revenues for the remainder of the measure's life and the cost of projects remaining to be completed. From there, staff will review the current Western County Highway Delivery Plan and recommend any adjustments. Ultimately, staff will present information to the Commission to help create a 2039 delivery plan that sets priorities and expectations for the conclusion of the Measure A highway program. Staff anticipates that this analysis will take much of 2026 and will be influenced by whether the Traffic Relief Plan is placed on the November 2026 countywide ballot as a new sales tax measure, and whether the voters approve it.

FISCAL IMPACT:

None.

Attachments:

1) 2019-2029 Western Riverside County Highway Delivery Plan, Dated June 24, 2019
2) Delivery Plan Project Map, Dated June 24, 2019
3) 2019-2029 Western Riverside County Highway Delivery Plan 2.0, Dated September 26, 2025
4) Measure A Ordinance No. 02-001 and Expenditure Plan

10-Year Western Riverside County Highway Delivery Plan 2019-2029
RCTC-Sponsored Group 1 and Group 2 Projects

	Projects	Phase	Sponsor	Cost	Available Funding	PRIORITIZATION FACTORS 1	2	3	4	5	6	7
				(in millions $)	(in millions $)	Consequence of deferring delivery	Deferred projects from the 2009-2019 Western County Highway Delivery Plan	Projects that fulfill or enhance projects named in the approved Measure A expenditure plan	Projects that can realistically attain sufficient funding to achieve completion of a usable segment	Projects with the potential to minimize Measure A contributions	Eligibility for "restrictive" funding sources	Economic benefit to the region due to the constructed traffic improvement
Group 1	***Fully Funded: Part of the 2019-2029 Delivery Plan***											
COMPLETE	91 CIP Completion	Design-Build	RCTC	$ 36		X		X	X	X	X	n/a (project closeout)
	I-15 ELP Completion	Design-Build	RCTC	22		X		X	X		X	n/a (project closeout)
BUILD	15/91 Express Lanes Connector	Design-Build	RCTC	220		X	X	X	X	X	X	MEDIUM
	SR-60 Truck Lanes	Construction	RCTC	123		X		X	X	X	X	MEDIUM
	Mid-County Parkway: Placentia Interchange at I-215	Construction	RCTC	60		X		X	X	X	X	MEDIUM
	91 Pachappa UP Project: Railroad realignment	Construction	RCTC	18		X		X	X	X	X	n/a (railroad constr.)
	Mid County Parkway: Sweeney Grading	Construction	RCTC	5		X		X	X		X	n/a (no lane const.)
	*71/91 Interchange	Construction	RCTC	128		X	X	X	X	X	X	MEDIUM
	*SR-91 Corridor Operations Project (Westbound auxiliary lane: Green River to 241)	Construction	RCTC	40			X	X	X	X	X	HIGH
	* I-15 Express Lanes Project Southern Extension (Cajalco to 74): Advanced Operations	Environmental through Construction	RCTC	28			X	X	X	X	X	MEDIUM
START	I-15 Express Lanes Project Southern Extension (Cajalco to 74)	Environmental	RCTC	33			X	X	X	X	X	n/a (no lane const.)
	* I-15 Express Lanes Project Southern Extension (Cajalco to 74)	Design-Build phase 1	RCTC	24			X	X	X	X	X	n/a (no lane const.)
	* 91 Downtown Riverside Express Lanes	Environmental	RCTC	22					X	X	X	n/a (no lane const.)
			Group Total	**$ 757**	**$ 757**							

*** = project (or project phase) fully-funded based on the June FFI Committee Innovative Financing Opportunities staff report recommendations and potential July 2019 Board approval**
Note: The June FFI Committee Innovative Financing Opportunities staff report estimated between $228M and $467M of proceeds available, use of $241M of proceeds are assumed above

Group 2	***Partial Funding Likely Available: Part of the 2019-2029 Delivery Plan***											
	Mid County Parkway: Right of Way and Environmental Mitigation	ROW/Environmental	RCTC	40		X		X	X		X	n/a (no lane const.)
	Mid-County Parkway: Package 2	Design/Construction	RCTC	84		X		X	X		X	HIGH
	Mid County Parkway: I-215 Project, Nuevo to Alessandro	Design/Construction	RCTC	145				X			X	HIGH
	I-15 Express Lanes Project Southern Extension (Cajalco to 74)	Design-Build phase 2 construction	RCTC	470			X	X		X	X	MEDIUM
	60/215 Riverside-Moreno Valley Express Lanes											
	60/215 Riverside-Moreno Valley Express Lanes	Environmental	RCTC	38				X	X	X	X	n/a (no lane const.)
	60/215 Riverside-Moreno Valley Express Lanes	Design/Construction	RCTC	342				X		X	X	HIGH
	I-215 Gap Project (I-215 to French Valley Parkway)	Environmental to Construction	RCTC	18				X	X		X	n/a
	91 Downtown Riverside Express Lanes	Design/Construction	RCTC	197						X	X	HIGH
			Group Total	**$ 1,335**	**$125-$525**							
Group 3	***Partner Agency Projects: Assist with Funding in 2019-2029***											
	Lake Elsinore: I-15/Railroad Canyon Interchange (fully funded)	Construction	Lake Elsinore	$ 36		X			X		X	MEDIUM
	RCTLMA: Cajalco Road Corridor	Environmental to Construction	County	452				X			X	HIGH
	Temecula: French Valley Parkway Phase 2	Environmental to Construction	Temecula	120							X	MEDIUM
			Group Total	**$ 608**	**$36-$100**							
Group 4	***Not Part of 2019-2029 Delivery Plan: RCTC Projects***											
	Mid County Parkway: Packages 3 and thereafter	Environmental to Construction	RCTC	$ 800		X		X			X	HIGH
	79 Realignment	Design/ROW to Construction	RCTC	1,300		X		X				MEDIUM
	I-15 Corridor (SR-74 to 215/15 interchange)	Project Study to Environmental	RCTC	35			X	X		X	X	n/a (no lane const.)
	SR-91 Corridor Ultimate Project:											
	SR-91 Corridor Ultimate Proj.: 2035 (EB & WB general purpose lanes: 71 to 241)	Environmental	RCTC	50			X	X		X	X	n/a (no lane const.)
	SR-91 Corridor Ultimate Proj.: 2035 (EB & WB general purpose lanes: I-15 to Pierce)	Environmental	RCTC	25			X	X		X	X	n/a (no lane const.)
	I-10 Truck Climbing Lane	Environmental to Construction	RCTC	75			X	X		X		n/a
	I-15 Corridor (215/15 interchange to San Diego County line)	Project Study to Environmental	RCTC	35				X		X	X	n/a (no lane const.)
	SR-71 Widening	Environmental to Construction	RCTC	100				X		X		MEDIUM
	10/60 Interchange	Environmental to Construction	RCTC	500				X		X		MEDIUM
	215 Ultimate widening (60 to San Bernardino County line)	Environmental to Construction	RCTC	1,000				X				MEDIUM
	60 Jurupa Valley-Riverside Express Lanes	Environmental	RCTC	51						X	X	n/a (no lane const.)
	Managed Freeway Projects	Pilot Project	RCTC	50								n/a (benefit unknown)
			Group Total	**$ 4,022**	**$ -**							
Group 5	***Not Part of 2019-2029 Delivery Plan: Partner Agency Projects***											
	SBCTA: 15 Express Lanes	Environmental to Construction	SBCTA	N/A							X	n/a (cost unknown)
	RCTLMA: Ethanac Corridor	Environmental to Construction	County	N/A								n/a (cost unknown)
	Temecula: French Valley Parkway Phase 3	Environmental to Construction	Temecula	N/A								n/a (cost unknown)
			Group Total	**N/A**	**$ -**							

Attachment 2

2019-2029 Western Riverside County Highway Delivery Plan

FULLY FUNDED	Phase	Sponsor
1	91 CIP Completion	Design-Build	RCTC
2	15 ELP Completion	Design-Build	RCTC
3	15/91 Express Lanes Connector	Design-Build	RCTC
4	60 Truck Lanes	Construction	RCTC
5	Mid-County Parkway: Placentia Interchange at 215	Construction	RCTC
6	91 Pachappa UP Project: Railroad Realignment	Construction	RCTC
7	Mid County Parkway: Sweeney Grading	Construction	RCTC
8	15 Express Lanes Project Southern Extension	Environmental/ Design-Build Phase 1	RCTC
9	91 Downtown Riverside Express Lanes	Environmental	RCTC
10	71/91 Interchange	Construction	RCTC
11	91 Corridor Operations Project	Construction	RCTC
12	15 Express Lanes Project Southern Extension - Advanced Operations	Environmental to Construction	RCTC
PARTIAL FUNDING AVAILABLE	**Phase**	**Sponsor**
13	Mid County Parkway: Right of Way and Environmental Mitigation	ROW/Environmental	RCTC
13A	Mid County Parkway: Package 2	Design/Construction	RCTC
14	15 Express Lanes Project Southern Extension	Design-Build Phase 2 Construction	RCTC
15	60/215 Riverside-Moreno Valley Express Lanes	Environmental/ Design/ Construction	RCTC
16	215 Gap Project	Environmental to Construction	RCTC
17	Mid County Parkway: 215 Project, Nuevo to Alessandro	Design/Construction	RCTC
18	91 Downtown Riverside Express Lanes	Design/Construction	RCTC
ASSIST WITH FUNDING – PARTNERS	**Phase**	**Sponsor**
19	Lake Elsinore: 15/Railroad Canyon Interchange (Fully Funded)	Construction	Lake Elsinore
20	RCTLMA: Cajalco Road Corridor	Environmental to Construction	County
21	Temecula: French Valley Parkway Phase 2	Environmental to Construction	Temecula
NO ACTION – RCTC	**Phase**	**Sponsor**
22	Mid County Parkway: Packages 3 and thereafter	Environmental to Construction	RCTC
23	79 Realignment	Design/Right of Way to Construction	RCTC
24	15 Corridor (SR-74/Central to I-215)	Project Study to Environmental	RCTC
25	91 Corridor Ultimate Project: 71 to 241	Environmental	RCTC
26	91 Corridor Ultimate Project: 15 to Pierce Street	Project Study	RCTC
27	10 Truck Climbing Lane	Environmental to Construction	RCTC
28	15 Corridor (I-215 to County Line)	Project Study to Environmental	RCTC
29	71 Widening	Environmental to Construction	RCTC
30	10/60 Interchange	Environmental to Construction	RCTC
31	215 Ultimate Widening	Environmental to Construction	RCTC
32	60 Jurupa Valley-Riverside Express Lanes	Environmental	RCTC
NO ACTION – PARTNERS	**Phase**	**Sponsor**
33	SBCTA: 15 Express Lanes	Environmental to Construction	SBCTA
34	RCTLMA: Ethanac Corridor	Environmental to Construction	County
35	Temecula: French Valley Parkway Phase 3	Environmental to Construction	Temecula

June 24, 2019

Group 1	Fully Funded: Part of the 2019- 2029 Delivery Plan	Phase	Sponsor	Status	Notes
COMPLETE	91 CIP Completion	Design -Build	RCTC	Completed	ROW closeout activities
	1- 15 ELP Completion	Design -Build	RCTC	Completed	
BUILD	15/ 91 Express Lanes Connector	Design -Build	RCTC	Completed	Plant Establishment in process.
	SR- 60 Truck Lanes	Construction	RCTC	Completed	
	Mid -County Parkway: Placentia Interchange at 1- 215	Construction	RCTC	Completed	
	91 Pachappa UP Project: Railroad realignment	Construction	RCTC	Completed	
	Mid County Parkway: Sweeney Grading	Construction	RCTC	Completed	
	71/ 91Interchange	Construction	RCTC	Completed	Plant Establishment in process.
	SR- 91 Corridor Operations Project (Westbound auxiliary lane: Green River to 241)	Construction	RCTC	Completed	
	1- 15 Express Lanes Project Southern Extension (Cajalco to 74): Advanced Operations	Environmental through Construction	RCTC	On Going	Project combined with larger I-15 ELPSE
START	1- 15 Express Lanes Project Southern Extension (Cajalco to 74)	Environmental	RCTC	Completed	Assumes completion by end of 2025
	1- 15 Express Lanes Project Southern Extension (Cajalco to 74)	Design -Build phase 1	RCTC	On Going	Project Construction Manager(PCM) onboard, Progressive Design Build (PDB) award expected Feb 2026
	91 Downtown Riverside Express Lanes	Environmental	RCTC	Future	Jan 24, 2019 Workshop Postponed implementation of Next Gen Toll Study, Sept 10, 2025 Commission approve commencement of Toll Feasibility Study 2.0
	Mid County Parkway: Right of Way	ROW/ Environmental	RCTC	On Going	Formerly GROUP 2 - March 9, 2016 Commission Action - advanced to GROUP 1
	Mid County Parkway: Packages 3 and thereafter	Environmental to Construction	RCTC	On Going	Formerly GROUP 4 - Sept 14, 2022 Commission Action - advanced to GROUP 1, design complte, construction to commence
	79 Realignment				
	79 Realignment - Segment 1	Design	RCTC	Future	Formerly GROUP 4 - January 26 2024 Commission Action - advanced to GROUP 1
	79 Realignment - Segment 2	Design to Construction	RCTC	Future	Formerly GROUP 4 - January 26 2024 Commission Action - advanced to GROUP 1
	79 Realignment - Segment 3	Design/ ROW to Construction	RCTC	On Going	Formerly GROUP 4 - January 26 2024 Commission Action - advanced to GROUP 1, commenced design
	Managed Freeway Projects	Pilot Project	RCTC	On Going	Formerly GROUP 4 - April 26, 2021 Commission Action - advanced to GROUP 1, under construction

Group 2	Partial Funding Likely Available: Part of the 2019- 2029 Delivery Plan	Phase	Sponsor	Status	
	Mid County Parkway: I- 215 Project, Nuevo to Alessandro	Design/ Construction	RCTC	Future	
	1- 15 Express Lanes Project Southern Extension (Cajalco to 74)	Design - Build phase 2 construction	RCTC	On Going	Project Construction Manager(PCM) onboard, Progressive Design Build (PDB) award expected Feb 2026
	60/ 215 Riverside -Moreno Valley Express Lanes				
	60/ 215 Riverside - Moreno Valley Express Lanes	Environmental	RCTC	Future	Jan 24, 2019 Workshop Postponed implementation of Next Gen Toll Study, Sept 10, 2025 Commission approve commencement of Toll Feasibility Study 2.0
	60/ 215 Riverside -Moreno Valley Express Lanes	Design/ Construction	RCTC	Future	Jan 24, 2019 Workshop Postponed implementation of Next Gen Toll Study, Sept 10, 2025 Commission approve commencement of Toll Feasibility Study 2.0
	215 Gap Project (1- 215 to French Valley Parkway)	Environmental to Construction	RCTC	Future	
	91 Downtown Riverside Express Lanes	Design/ Construction	RCTC	Future	Jan 24, 2019 Workshop Postponed implementation of Next Gen Toll Study, Sept 10, 2025 Commission approve commencement of Toll Feasibility Study 2.0

Group 3	Partner Agency Projects: Assist with Funding in 2019- 2029	Phase	Sponsor	Status	
	Lake Elsinore: I- 15/ Railroad Canyon Interchange (fully funded)	Construction	Lake Elsinore	Completed	
	RCTLMA: Cajalco Road Corridor	Environmental to Construction	County	On Going	
	Temecula: French Valley Parkway Phase 2	Environmental to Construction	Temecula	Completed	

Group 4	Not Part of 2019- 2029 Delivery Plan: RCTC Projects	Phase	Sponsor	Status	
	Mid -County Parkway: Package 2	Design/ Construction	RCTC	On Hold	Formerly GROUP 2 May 11, 2022 Commission Action - Suspended Project
	1- 15 Corridor (SR- 74 to 215/ 15interchange)	Project Study to Environmental	RCTC	On Hold	Direction needed to update feasibility study or advance to PSR
	SR- 91 Corridor Ultimate Project:		RCTC		
	SR- 91 Corridor Ultimate Proj.: 2035 (EB & WB general purpose lanes: 71 to 241)	Environmental	RCTC	On Going	91 ECOP PA/ED underway, 91 West COP scoping underway
	SR- 91 Corridor Ultimate Proj.: 2035 (EB & WB general purpose lanes: I- 15 to Pierce)	Environmental	RCTC	On Going	Scoping effort underway, PA/ED not started
	1- 10 Truck Climbing Lane	Environmental to Construction	RCTC	Future	Need further determination if the project is still warranted, need to discuss further with the Commission. In addition, due to SB743 and latest CSIS requirements this project may not be competitive.
	1- 15 Corridor (215/ 15 interchange to San Diego County line)	Project Study to Environmental	RCTC	On Hold	Direction needed to update feasibility study or advance to PSR
	SR- 71 Widening	Environmental to Construction	RCTC	Future	Need further determination if the project is still warranted, need to discuss further with the Commission. In addition, due to SB743 and latest CSIS requirements this project may not be competitive.
	10/ 60Interchange *Improvements*	Environmental to Construction	RCTC	On Going	PSR to be released to focus on I-10/SR79 interchange and will include potential recommendations for I-10/SR60 Interchange Improvements
	215 Ultimate widening (60 to San Bernardino County line)	Environmental to Construction	RCTC	Future	Need further determination if the project is still warranted, need to discuss further with the Commission. In addition, due to SB743 and latest CSIS requirements this project may not be competitive.
	60Jurupa Valley -Riverside Express Lanes	Environmental	RCTC	Future	Feasibility study 2.0 underway includes a portion of this segment

Group 5	Not Part of 2019- 2029 Delivery Plan: Partner Agency Projects	Phase	Sponsor	Status	
	SBCTA: 15 Express Lanes	Environmental to Construction	SBCTA	On Going	Currently progressing environmental and design phases.
	RCTLMA: Ethanac Corridor	Environmental to Construction	County	Future	
	Temecula: French Valley Parkway Phase 3	Environmental to Construction	Temecula	Future	

ORDINANCE NO 02-001

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
TRANSPORTATION EXPENDITURE PLAN
AND RETAIL TRANSACTION AND USE TAX ORDINANCE

PREAMBLE

The transportation system in Riverside County is rapidly deteriorating and our population and economy are growing rapidly Maintenance and repairs of existing roadways and improvements to relieve congestion cannot be accomplished with available funds Without additional funds, the system will bog down and pavement will crumble into permanent disrepair State highway funds are inadequate and competition for funds is increasing Projects in areas where local sales tax funds are available have been and will continue to be viewed much more favorably in the selection process of the California Transportation Commission Local governments must either generate revenues to expand our system and maintain our investments or watch the system collapse and endanger the health, welfare and safety of all Riverside County residents

Continuation of our one-half percent sales tax for transportation to supplement traditional revenues and revenues to be generated through locally-adopted developer fees and assessment districts for transportation improvements is the only way local governments can be sure the transportation system will serve the current and future travel needs of Riverside County Collection of the one-half percent sales tax will commence upon the expiration of the existing tax

The Riverside County Transportation Commission will continue to seek maximum funding for transportation improvements through State and federal programs The Commission will not provide sales tax revenues to any city or to the County unless revenues currently used by that agency for transportation are continued to be used for transportation purposes

The Riverside County Transportation Commission ordains as follows

SECTION 1 SUMMARY This Ordinance provides for the imposition of a retail transaction and use tax of one-half percent for a period of thirty (30) years, the authority to issue bonds secured by such taxes, and the administration of the tax proceeds and a county transportation expenditure plan

SECTION II DEFINITIONS The following definitions shall apply in this ordinance

A Expenditure Plan 'The Expenditure Plan" means the Riverside County Transportation Commission Expenditure Plan (attached as Exhibit B) and adopted as part of this Ordinance including any future amendments thereto

B "County" means the County of Riverside

C "Commission" means the Riverside County Transportation Commission s set forth in Sections 130053, 130053 5 and 130053 7 of the Public Utilities Code

D "TUMF" means Transportation Uniform Mitigation Fee This fee is charged on new development by local governments to assist with the building and improvement of regional arterials

E "MSHCP" means the Multiple Species Habitat Conservation Plan currently under development by the County of Riverside

F "Existing Tax" means the ½ % retail transactions and use tax adopted pursuant to Ordinance No 88-01

SECTION III AUTHORITY This Ordinance is enacted, in part, pursuant to the provisions of Division 25 (commencing with Section 240000) of the Public Utilities Code, and Section 7252 22 of the Revenue and Taxation Code

SECTION IV IMPOSITION OF RETAIL TRANSACTIONS AND USE TAX Subject to voter approval of the same, the Commission shall impose, in the incorporated and unincorporated territory of the County of Riverside, a retail transactions and use tax (referred to as the Measure "A" fund tax) at a zero percent (0%) rate until the expiration of the Existing Tax Thereafter, a tax shall be collected for a thirty (30) year period at the rate of one-half of one percent (0 5%) This tax shall be in addition to any other taxes authorized by law including any existing or future state or local sales tax or transactions and use tax

SECTION V PURPOSES Measure "A" funds may only be used for transportation purposes including the administration of Division 25, including legal actions related thereto, the construction, capital, acquisition, maintenance, and operation of streets, roads, highways, including state highways and public transit systems and for related purposes These purposes include expenditures for the planning, environmental reviews, engineering and design costs, and related right-of-way acquisition

SECTION VI BONDING AUTHORITY Upon voter approval of Measure "A" , the Commission shall have the power to sell or issue, from time to time, on or before the collection of taxes, bonds, or other evidence of indebtedness, including, but not limited to, capital appreciation bonds, in the aggregate principal amount at any one time outstanding of not to exceed $500 million, and to secure such indebtedness solely by way of future collection of taxes, for capital outlay expenditure for the purposes set forth in Section V hereof, including to carry out the transportation projects described in the Expenditure Plan

SECTION VII MAINTENANCE OF EFFORT The Commission, by the enactment of this Ordinance, intends the additional funds provided government agencies by this Chapter to supplement existing local revenues and required developer improvements being used for transportation purposes The government agencies shall maintain their existing commitment of local funds for street, highway and public transit purposes pursuant to this Ordinance, and the Commission shall enforce this Section by appropriate actions including fiscal audits of the local agencies

The local cities and the County shall annually submit to the Commission a list of the proposed uses for these funds and a certification that the maintenance of effort requirement is being met If in any fiscal year the maintenance of effort requirement is not met, the agency shall not be eligible for any Measure "A" funds in the following fiscal year Such funds shall be distributed to the remaining local governments using the formula for the area

SECTION VIII RETURN TO SOURCE Funds for transportation purposes shall be allocated to the Western County, Coachella Valley, and Palo Verde Valley areas proportionate to the Measure "A" funds generated within these areas

SECTION IX ADMINISTRATION OF PLANS The Commission shall impose and collect Measure "A" funds, shall allocate revenues derived, and shall administer the Expenditure Plan consistent with the authority cited herein

SECTION X ADMINISTRATIVE COSTS The Commission shall expend only that amount of the funds generated from Measure "A" for staff support, audit, administrative expenses, and contract services that are necessary and reasonable to carry out its responsibilities pursuant to Division 25, and in no case shall the funds expended for salaries and benefits exceed one percent (1%) of the annual net amount of revenue raised by Measure "A"

SECTION XI ANNUAL APPROPRIATIONS LIMIT The annual appropriations limit has been established pursuant to Ordinance 88-01 pursuant to Article XIIIB of the California Constitution and Section 240308(b) of the Public Utilities Code The appropriations limit has and shall be subject to adjustment as provided by law

SECTION XII EFFECTIVE AND OPERATIVE DATES Subject to voter approval, this Ordinance shall take effect at the close of the polls on November 5, 2002

SECTION XIII ELECTION The Commission requests the Board of Supervisors to call an election for voter approval of Measure "A " (Exhibit A), which election shall be held on November 5, 2002 The election shall be called and conducted in the same manner as provided by law for the conduct of elections by a county Pursuant to Section 240308 of the Public Utilities Code, the sample ballot to be mailed to the voters shall be the full proposition as set forth in the Ordinance, and the voter information handbook shall include the entire Expenditure Plan Approval of the attached proposition, and the imposition of the Measure "A" retail sales and use tax described herein, shall require the affirmative vote of 2/3rds of the electors voting on the attached proposition at the election described in this section

SECTION XIV EXPENDITURE PLAN AMENDMENTS The Expenditure Plan for Measure "A" funds may only be amended, if required, in accordance with Public Utilities Code section 240302, as amended This section currently provides the following process for amendment (1) initiation of the amendment by the Commission reciting findings of necessity, (2) approval by the Board of Supervisors, and, (3) approval by a majority of the cities constituting a majority of the incorporated population, unless such process is amended in a manner consistent with State legislation

Commencing in 2019 and at least every ten years thereafter, the Commission shall review and, where necessary propose revisions to the Expenditure Plan Such revisions shall be submitted for approval according to the procedures set forth in this Section XIV Until approved, the then existing Expenditure Plan shall remain in full force and effect

SECTION XV SEVERABILITY If any tax or provision of this ordinance is for any reason held invalid or unenforceable by a court of competent jurisdiction, that holding shall not affect the validity or enforceability of the remaining Measure "A" funds or provisions, and the Commission declares that it would have passed each part of this ordinance irrespective of the validity of any other part

SECTION XVI THE EXISTING TAX Nothing in the ordinance is intended to modify, repeal, alter or increase the Existing Tax The provisions of this ordinance shall apply solely to the retail transactions and use tax adopted herein, and not to the collection or administration of the Existing Tax

APPROVED AND ADOPTED by the Riverside County Transportation Commission at its meeting on Wednesday, May 8, 2002

By _____
John F Tavaglione, Chairman
Riverside County Transportation Commission

ATTESTED

By _____
Naty Kopenhaver, Clerk of the Board
Riverside County Transportation Commission

Riverside County
Transportation Improvement Plan

GOALS AND OBJECTIVES

MAINTAIN AND IMPROVE THE QUALITY OF LIFE IN RIVERSIDE COUNTY BY SUPPLEMENTING EXISTING FUNDS FOR TRANSPORTATION

Reduce current congestion and provide adequate transportation facilities to accommodate reasonable growth in the future

Provide funding for the adequate maintenance and improvement of local streets and roads in the cities and unincorporated areas

Enhance Riverside County's ability to secure state and federal funding for transportation by offering local matching funds

PROVIDE FOR ACCOUNTABILITY IN THE EXPENDITURE OF TAX PAYER FUNDS

Provides for mandatory dedication of sales tax funds only for the transportation improvements and programs identified in the Expenditure Plan and no other purpose

Provides for a mandatory, annual financial audit of program expenditures to insure that all funds are spent in accordance with this voter adopted Plan and associated legal ordinance

Provides for a Maintenance of Effort requirement in funds made available to city and county governments for local street and road programs to insure the new money for this purpose is adding to current funding levels

Provides for the strict limitation of administrative staff costs in implementing this Plan, by limiting, in law, funds expended for salaries and benefits to no more than one (1) percent of the annual net amount of revenues raised by Measure "A"

Provides for the Plan to be updated every 10 years for the period it is in effect to insure that the changing needs and priorities of the county are met

Provides for the mandatory termination of the tax in 2039, requiring additional voter approval for extension at a County General Election according to state law

PROVIDE FOR EQUITY IN THE DISTRIBUTION OF MEASURE A REVENUES

Return funds to the Western County, Coachella Valley and Palo Verde Valley proportionate to the funds generated in those areas

Adopt a Transportation Improvement Plan, which address the unique needs of each of the areas of the county

Provide a reasonable balance between competing highway, commuter rail, transit, and local streets and roads needs

PROVIDE FOR LOCAL CONTROL OF THE TRANSPORTATION IMPROVEMENT PROGRAM

Provide for cost effective, local administration of the program through the existing Riverside County Transportation Commission No new agency would be required to administer these funds

Delegates appropriate administrative responsibility to the cities and the county and other local agencies for local programs

This TRANSPORTATION IMPROVEMENT PLAN, which shall act as the County's Expenditure Plan, was prepared by the Riverside County Transportation Commission for the purpose of extending the current ½ cent local transaction and use tax for transportation to be collected for an additional 30 years, if approved by the voters on November 5, 2002 – Measure "A" This is proposed by the Commission as a means to fill the funding shortfall to implement necessary highway, commuter rail, and transit projects, secure new transportation corridors through environmental clearance and right of way purchases, provide adequate maintenance and improvements on the local street and road system, promote economic growth throughout the county, and provide specialized programs to meet the needs of commuters and the specialized needs of the growing senior and disabled population

TAXPAYER ACCOUNTABILITY SAFEGUARDS

LEGAL DEDICATION OF FUNDS

Measure "A" funds may only be used for transportation purposes and described in the local ordinance governing this program, including the construction, environmental mitigation of transportation projects, capital activities, acquisition, maintenance, and operation of streets, roads, highways, including state highways and public transit systems and for related purposes These purposes include but are not limited to expenditures for the planning, environmental reviews, engineering and design costs, related right-of-way acquisition, and construction, engineering and administration

MANDATORY ANNUAL FISCAL AUDIT

No less than annually, the RCTC shall conduct an independent fiscal audit of the expenditure of all sales tax funds raised by this measure The audit, which shall be made available to the public, shall report on evidence that the expenditure of funds is in accordance with the Riverside County Transportation Improvement Plan as adopted by the voters in approving the sales tax measure on November 5, 2002 In addition, the audit shall determine that Maintenance of Effort requirements, other requirements regarding local government participation in Transportation Uniform Mitigation Fee Programs, as well as requirements described in Section 5 of the Plan entitled "Local Streets and Roads" have been complied with The audit shall also insure that no more than 1 (one) percent of total sales tax expenditures are used for administrative staff salaries and benefits in implementing this Plan

MANDATORY PLAN UPDATE AND TERMINATION OF SALES TAX

This Plan shall be updated by RCTC every 10 years that the sales tax is in effect to reflect current and changing priorities and needs in the County, as defined by the duly elected local government representatives on the RCTC Board Any changes to this Plan must be adopted in accordance with current law in effect at the time of the update and must be based on findings of necessity for change by the Commission The sales tax authorized to be collected by the voters shall be terminated on March 31, 2039, unless reauthorized by the voters to extend the sales tax prior to the termination date as required under state law in effect at the time of the vote for extension

SPECIFIC TRANSPORTATION PROJECTS TO BE FUNDED

WESTERN RIVERSIDE COUNTY

The Expenditure Plan Map illustrates the Western and Coachella Valley areas The Western County area includes the cities of Banning, Beaumont, Calimesa, Canyon Lake, Corona, Hemet, Lake Elsinore, Moreno Valley, Riverside, Murrieta, Norco, Perris, San Jacinto, and Temecula It also includes the unincorporated communities of Jurupa, Mira Loma, Menifee, Wildomar, and Sun City and other more sparsely populated areas, and the reservations of the Pechanga Band of Mission Indians, the Soboba Band of Mission Indians, the Cahuilla Band of Mission Indians, the Ramona Band of Cahuilla Indians, and the Morongo Band of Indians

1 STATE HIGHWAYS

Many more state highway improvement projects are needed to deal with congestion and safety problems than existing state and federal revenues can fund Projected formula funds from these sources over the 30 years is estimated to be $640 million and will fund less than ½ of the improvements needed and identified in the Expenditure Plan, which are estimated to cost $1 66 billion in current dollars Measure "A" funds will supplement those funding sources by an estimated $1 02 billion and will cover the remaining costs estimated to accomplish these improvements

The Highway projects to be implemented with funding returned to the Western County Area by extending the Measure "A" Program are as follows

ROUTE	LIMITS	PROJECT	EST COST
91 60 I 15 & I-215		Reducing congestion on these routes will require that new transportation corridors are constructed	See Section 2
Rte 91	Pierce Street to Orange County Line	Add 1 lane each direction	$ 161
91/I 15	Interchange	Add new Connector from I 15 North to 91 West	$ 243
91/71	Interchange	Improve Interchange	$ 26
Rte 71	Rte 91 to San Bernardino County Line	Widen to 3 lanes each direction	$ 68
I 215	60/91/215 to San Bernardino County Line	Add 2 lanes each direction	$ 231
I-215	Eucalyptus Ave to I 15	Add 1 lane each direction	$ 210
I 15	Rte 60 to San Diego County Line	Add 1 lane each direction	$ 359
I-10	San Bernardino County Line to Banning	Add eastbound truck climbing lane	$ 75
I 10/60	Interchange	Construct new interchange	$ 129
Rte 60	Badlands area east of Moreno Valley	Add truck climbing lane	$ 26
Rte 79	Ramona Expressway to Domenigoni Parkway	Realign highway	$ 132
SUBTOTAL	**Measure A Funding** **State & Federal Formula Funds**		**$1 02 Billion** **$0 64 Billion**
TOTAL			**$1 66 Billion**

The Commission may add additional State Highway projects, should additional Measure "A" revenue become available

An estimated 5% of the total cost for these highway projects ($83 million) will be used for environmental purposes to mitigate the cumulative and indirect impacts associated with construction of these projects

2 DEVELOPMENT OF NEW TRANSPORTATION CORRIDORS

State Routes 91 and 60 and Interstate Routes 15 and 215 cannot cost effectively be widened enough to provide for the traffic expected as Riverside County continues to grow In addition to the specific highway improvements listed in Section 1 above, congestion relief for these highways will require that new north–south and east-west transportation corridors will have to be developed to provide mobility within Riverside County and between Riverside County and its neighboring Orange and San Bernardino Counties

Four new Transportation Corridors have been identified as necessary through the Community Environmental Transportation Approval Process (CETAP) currently underway An estimated $370 million in Measure "A" matching funds to leverage local, state and federal funding will be made available for environmental clearance, right of way, and construction of these new corridors An estimated $70 million of these funds will be used to mitigate the cumulative and indirect impacts associated with construction of these projects

3 PUBLIC TRANSIT

The Transportation Improvement Plan will provide an estimated $390 million to expand commuter rail, implement intercity bus services and to continue and expand programs to assist the elderly, disabled and commuters

A Discount Fares and Transit Services for Seniors and Disabled Persons

Seniors and disabled persons are becoming an increasing percentage of the population each year They are currently charged a fare on fixed route transit services that is one-half the normal fare for service within the Western County area In addition a number of specialized transportation programs have been implemented which meet specialized needs for transportation to medical services, social service agencies and programs, shopping and other purposes that cannot be met by conventional transit A minimum of $85 million in Measure "A" funds will be used to guarantee these services

B Commuter Rail and Intercity Bus Service

Metrolink has provided a viable alternative to the automobile for thousands of daily commuters to Orange and Los Angeles counties and reduces the demand on our freeways The current service level needs to double in the future and expansion of the system to Moreno Valley and Perris is needed to relieve congestion on I-215 In addition, an intercity express bus service that feeds the Metrolink service and provides a reasonable alternative to the automobile for daily commuters who travel within the region is needed Measure "A" funds will be made available for operations of these services and to match federal funds for capital

C Commuter Services Ridesharing Vanpools, Buspools, Park-N-Ride

Commuter traffic created by Riverside County residents traveling to jobs in neighboring Orange, Los Angeles, and San Bernardino counties adds significantly to the peak hour congestion on the freeway and highway system A number of programs have been implemented to assist commuters to share rides, reduce congestion, and take advantage of travel in the "carpool" lanes These programs include, rideshare matching services, incentive programs, vanpool "seed money", buspool subsidies, and park-n-ride lot leasing These programs will become even more necessary in the future as traffic increases A minimum of $50 million in Measure "A" funds will be used for this purpose

4 REGIONAL ARTERIAL SYSTEM

The freeway and state highway system can no longer be expected to handle the traffic demands for travel between and through the cities of the Western County area, with the development projected for the future A system of regional arterials (major local roadways) with limited access, freeway interchanges, grade separations, and coordinated traffic signals are needed to supplement the highway backbone system The Western Riverside Council of Governments (WRCOG), in conjunction with the cities and the County, has developed this system of roadways to meet this need This roadway system will be periodically updated by the Commission, or the Western Riverside Council of Governments, to reflect actual development trends

Funding to widen existing roads and construct new roads on this system will be funded by an estimated $300 million in revenues generated by Measure "A" and by matching revenues to be generated by the cities and County implementing a Transportation Uniform Mitigation Fee (TUMF) administered by the Commission or the Western Riverside Council of Governments (WRCOG)

Examples of the roadways on the regional arterial system that may be eligible to receive Measure "A" and TUMF funding for widening and other improvements to increase capacity and traffic flow are

- Van Buren Boulevard from I-215 to State Route 60
- Alessandro Boulevard from I-215 westerly to Central Avenue
- Central Avenue from Alessandro Blvd to Van Buren Boulevard
- Arlington Avenue from Central Avenue to Van Buren Boulevard
- Green River Road from Dominguez Ranch Rd to State Route 91
- Foothill Parkway from Lincoln Ave to Green River Road
- Scott Road from State Route 79 to I-215
- Clinton Keith Road from State Route 79 to I-215
- Date Street from State Route 79 to I-15
- State Route 79/I-10 Interchange Improvements and possible bypass to I-10
- Ramsey Street from Banning City Limits to Field Road
- Ramona Expressway from San Jacinto to I-215
- Cajalco Road from I-215 to I-15
- Perris Boulevard from State Route 74 to San Bernardino Co Line
- Pyrite Street from San Bernardino County Line to State Route 60
- Schleisman Road from San Bernardino County Line to I-15 and Arlington Avenue
- Domenigoni Parkway from State Street to I-215
- Railroad Canyon/Newport Road from I-215 to I-15

The final scope and project limits of all improvements proposed for the regional arterial system will be determined through noticed public hearings environmental clearance process, and agreement with affected agencies

5 LOCAL STREETS AND ROADS

The local street and road system is critical to the every day movement of people within the cities and the county This system is reaching "middle age", with potholes and is in need of continued maintenance and rehabilitation New local roads adjacent to new residential and business developments will continue to be constructed and paid for by the developers

Current resources, without the extension of the existing sales tax revenues for transportation, cannot provide adequate funding to maintain the local street and road system at the level necessary to adequately serve the public

The Transportation Improvement Plan will provide an estimated $970 million specifically for this purpose The funds made available in the Western County area will be distributed to the cities and the county by a formula based 75% on proportionate population and 25% on revenues generated by Measure "A" In order to be eligible for these funds, each agency will be required to 1) File a Five-Year Capital Improvement Program, updated annually, with the Commission, 2) Participate in a Transportation Uniform Mitigation Fee (TUMF) Program to be developed and administered by the Commission or the Western Riverside Council of Governments (WRCOG), and, 3) Participate in the Multi- Species Habitat Conservation Plan (MSHCP) currently under development by the County of Riverside by endorsing the Permit Application and signing the Implementation Agreement

The TUMF Program shall be adopted according to all applicable laws and shall provide that the first $400 million of TUMF revenues will be made available to the Commission to fund equally the 1) Regional Arterial System, as described above, and, 2) Development of New Corridors ("CETAP") described above

6 ECONOMIC DEVELOPMENT INCENTIVES PROGRAM

The need to attract new commercial and industrial development and jobs to Riverside County to reduce the need for long commutes to Orange and Los Angeles counties is important to the economic vitality and quality of life of Western Riverside County A greater jobs – housing balance is needed immediately

The Transportation Improvement Plan will provide an estimated $40 million for this purpose These funds will be used to create an Infrastructure Improvement Bank to improve existing interchanges, construct new interchanges, provide public transit linkages or stations, and make other improvements to the transportation system Given the limited amount of funds available, the RCTC shall develop a program of competitive incentives to attract commercial and industrial development and jobs to locate within the Western Riverside County area

In particular, the highest priority for these funds shall be for use in attracting key industrial development For example, Western Riverside County through the provision of a needed interchange or transit service as a part of an overall package of incentives, could attract industrial development, which may have otherwise located elsewhere in California, in the United States or internationally

7 BOND FINANCING

Construction of the highway and rail projects and implementation of the local streets and roads and other programs identified in the Transportation Improvement Plan are needed as soon as possible In order to accomplish this, some level of borrowing will be required The Commission will determine the extent of borrowing that is reasonable as the program is implemented Up to $270 million, 8% of the revenues expected to be generated, will be made available for this purpose

COACHELLA VALLEY AREA

The Coachella Valley area is located in the central part of Riverside County and includes the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage It also includes the unincorporated areas, and the reservations of the Agua Caliente Band of Cahuilla Indians, the Cabazon Band of Mission Indians, and the Torres Martinez Desert Cahuilla Indians The Transportation Improvement Plan is designed to give flexibility to adjust to changing circumstances and to

- Improve Traffic Flow and Reduce Congestion on Highway 111
- Add/Improve Interchanges on Highway 86 and I-10
- Provide funding for Local Streets and Roads Improvements
- Improve Safety and Visibility at Major Intersections and Arterial Roads
- ? Reduce Congestion by Improving Major Roadways Identified as Important by Local Governments in the Coachella Valley
- Provide Express East-West Transit Routes in the Coachella Valley
- Improve and Expand Public and Specialty Transit Service

1 STATE HIGHWAYS AND MAJOR REGIONAL ROAD PROJECT

Fifty percent (50%) of the Measure "A" revenues will be used for State highways and regional road improvements The Transportation Project Prioritization Study (TPPS), developed through the Coachella Valley Association of Governments (CVAG), will function as the Plan for future needs Preventive maintenance of these Measure "A" funded arterials will be allowed, if a majority of the Coachella Valley local governments give approval

The system improvements will be accomplished with a mix of Measure "A" funds, state and federal highway funds, and the existing Transportation Uniform Mitigation Fee (TUMF) on new development

This segment of the Measure "A" Expenditure Plan will be implemented through the Coachella Valley Association of Governments

2 LOCAL STREETS AND ROADS

Thirty-five percent (35%) of the Measure "A" revenues will be returned to the cities and the county in the Coachella Valley and shall be used to assist with the funding local street and road improvements These funds will supplement existing federal, state, and local funds Local street improvements adjacent to new residential and business developments will continue to be paid for by the developers

Cities and the county in the Coachella Valley must participate in the Transportation Uniform Mitigation Fee (TUMF) program to assist in the financing of the priority regional arterial system in order to receive these funds If a city or the county chooses not to levy the TUMF, the funds they would otherwise receive for local streets and roads will be added to the Measure "A" funds for the Regional Arterial Program

Allocations of funds to the cities and the county will be based on a formula weighted 50% on proportionate dwelling units and 50% on Measure "A" revenues generated within each jurisdiction A Five-Year Capital Improvement Program for the use of these funds will be prepared and annually updated with public participation by each city and the county

3 PUBLIC TRANSIT

Fifteen percent (15%) of the Measure "A" revenues will be used to improve and expand public transit and specialized transportation services

A Discount Fares and Expanded Transportation Services for Seniors and Persons with Disabilities

For Seniors (age 60 and older) and persons with disabilities, access to healthcare, social services, shopping, and recreation is a key to quality of life Sunline Transit Agency offers a full array of public transit and specialized transportation services at reduced prices to individuals in these special groups Measure "A" funds will guarantee discounts continue for the next 30 years Funds will also be used to expand services to meet future needs of the growing population of the valley

B Specialized Transportation Services

In addition to providing SunBus public transit service, SunDial paratransit service, and SunLink express commuter service to Riverside, the Sunline Transit Agency offers specialized transportation services to Coachella Valley residents and visitors These services include the Vets Express that provides free transportation to the Veterans Hospital in Loma Linda, SunTrip, that enables those beyond Sunline's fixed route service area to receive reimbursement they can pay to volunteer drivers, and SunRide that coordinates the transportation services offered by many non-profit social service organizations All of Sunline's vehicles operate on clean, alternative fuels thereby preserving the environment and creating a healthier community while increasing access Measure "A" funds will assist these and other types of specialized transportation services which may be implemented

C Bus Replacement and More Frequent Service

Public bus transportation offers communities many benefits – reduced traffic congestion, reduced wear and tear on roads, reduced parking demand, and lower emissions By providing access to schools, jobs and shopping, it is also a vital force in economic development This is especially true in the Coachella Valley where nearly 75% of the 4 million annual SunBus riders take a bus to work and/or school Public

transit buses have a 12-year life Passage of Measure "A" will enable Sunline's fleet to be replaced as needed Funds will also be used to increase frequency of service, which is the single most important factor in use of public transportation

PALO VERDE VALLEY AREA

The Palo Verde Valley area is located in the far eastern part of Riverside County It is geographically separated from the Western and Coachella Valley areas The population within the area is relatively small, and significant growth over the next 30 years is not anticipated

The Palo Verde Valley is served by Interstate 10 which provides adequate connections to the more westerly portions of Riverside County and easterly to Arizona Increasing transit needs can be adequately met using existing revenue sources available for that purpose The greatest need for the Palo Verde Valley is additional funding to adequately maintain and rehabilitate local streets and roads

All of the funding generated by Measure "A" returned to the Palo Verde Valley is to be used for local streets and roads Funds shall be distributed to the City of Blythe and the County of Riverside by formula The formula distribution is based 75% on proportionate population and 25% on sales tax revenues generated in each area

MEASURE 'A" REVENUE ALLOCATIONS

($ millions)

Western County Area	
Highway Improvements	$1,020
New Corridors	$ 370
Commuter Rail / Intercity Bus/ Specialized Transit/ Commuter Services	$ 390
Regional Arterial Projects	$ 300
Local Streets and Road Improvements	$ 970
Bond Finance	$ 270
Economic Development Projects	$ 40
TOTAL	$3,360
Coachella Valley	
Highways and Regional Arterials	$ 628
Local Streets and Roads	$ 439
Specialized and Public Transit	$ 188
TOTAL	$1,255
Palo Verde Valley Area	
Local Street and Road Improvements	$ 47
TOTAL	$ 47

GENERAL PROVISIONS OF THE TRANSPORTATION IMPROVEMENT PLAN

1 BASIS FOR REVENUE ESTIMATES

Federal and state participation for highways, commuter rail, new corridors, and major non-highway roadway improvements is assumed to be $40 million per year allocated biannually by the California Transportation Commission through the State Transportation Improvement Program (STIP) process The Riverside County Transportation Commission currently programs 24 2% of these funds on a discretionary basis for projects This practice will be continued in order to fund major improvements that will arise and have not been anticipated by this Transportation Improvement Plan

Measure "A" revenue estimates have not been adjusted to reflect inflation It is assumed that inflation revenue increases will be offset by inflation costs to deliver the projects "Real Growth" is assumed to parallel countywide population growth Based upon these factors Measure "A" revenues over the 30-year period are assumed to be about $4 665 billion

2 BASIS FOR COST ESTIMATES

All cost estimates for highway projects were developed by Caltrans based on a specific scope of improvements and are based on 2001 values Future costs may increase due to inflation or other factors beyond the control of the Commission The 2001 costs estimates are to be used to determine the proportionate distribution of funds to the categories of projects and programs identified in the transportation program

3 STATE HIGHWAY AND MAJOR ARTERIAL PROGRAMS

A Eligible state highway project costs include preliminary engineering, environmental clearances, design engineering, project management, right of way acquisition and long-term leases and construction Measure "A" funds are intended to supplement and not replace existing federal and state sources If it is determined by the Commission that Riverside County is not receiving its fair share of existing funds, sales tax funds may be directed to other types of transportation needs

B The actual scope of the highway, and major arterial projects to be implemented is to be determined through a prioritization process, required environmental analysis, and full consideration of reasonable alternatives Public participation during the environmental analysis process is required

C The Commission shall establish a "State Highway Account" for funding capital expenditures for state highway improvements

4 PUBLIC TRANSIT

A Eligible programs include special discount fares for the elderly and persons with disabilities, funding for computer assisted rideshare programs, commuter incentive programs, "seed" programs to encourage the creation of vanpools and buspools, bus capital replacement and additional bus service in the Coachella Valley, and capital and operating assistance for commuter rail expansion and intercity bus service implementation in the Western County area

B Western County area commuter rail services are anticipated to continue to be operated by Metrolink on existing rail lines to Los Angeles, Orange and San Bernardino counties Increasing the level of services will require negotiation of the appropriate agreements with the railroads and appropriate cost sharing between the counties served Extension of service to the Moreno Valley area and the City of Perris is anticipated to be along the San Jacinto Branch Line owned by the Commission Measure "A" funds will be used for operating costs and to match federal and state funds for capital improvements

C Western County area intercity bus express services to be implemented are intended to specifically target commuters and provide a viable connection to the Metrolink service and transportation between and to key employment centers within the region

D The Commission shall establish a "Public Transit Account" for funding these programs The Commission shall determine which public transportation or specialized transportation services operators, and carpool/vanpool facilitating agencies, shall receive funding assistance The Commission may directly provide or operate these services and programs if it is determined that they are the most appropriate agency to do so in the Western County area In the Coachella Valley area, the services will be provided by the SunLine Transit Agency Based on 30 year funding estimates, the amount of funds should be $340 million for the Western County and $188 million for the Coachella Valley area

5 LOCAL STREETS AND ROADS PROJECTS

A Eligible local street and road project costs include any environmental review and mitigation, engineering, right of way acquisition and, capital or maintenance cost Decisions on projects are to be made by local jurisdictions, but subject to capital Improvement requirements

B Annual population estimates used for the distribution formula for the Western County and Palo Verde Valley areas shall be from the State Department of Finance Dwelling unit estimates used for the distribution formula in the Coachella Valley shall be from the Riverside County Planning Department Actual State Board of Equalization retail sales transactions shall be used for the formula in all three areas The County Planning Department shall estimate the share for each of the unincorporated areas for the three areas, from the total retail sales transactions for the total unincorporated area

C The Commission shall assure the cities and the County are in compliance with maintenance of effort requirements before allocating funds for local streets and roads Further, the Commission shall not allocate funds to an individual city or the County for local streets and roads within the Western County and Coachella Valley areas unless the local agency is certified by the Coachella Valley Association of Governments or in the Western County Area by the Commission or the Western Riverside County Association of Governments as applicable, to be a participant in the Transportation Uniform Mitigation Fee (TUMF) program necessary for the implementation of the Regional Arterial Program in their area The cities and the county in the Western County Area must participate in the Multi Species Habitat Conservation Plan (MSHCP) by endorsing the Permit Allocation and executing the Implementation Agreement with the resources agencies in order to be eligible to receive local streets and roads funds

D Funding which is not allocated to a city or the county because it is not a participant in the TUMF program in the Coachella Valley area and the TUMF and the MSHCP in the Western County area shall be allocated to the Regional Arterial Program in the geographic area in which the city or portion of the county is located

6 FUNDING FLEXIBILITY AND BONDING TO EXPEDITE PROJECTS

The Commission may make maximum use of available funds by temporarily shifting allocations between geographic areas and transportation purposes However, the proportionate shares for areas and purposes over the 30-year period may not be changed without an amendment of the Transportation Improvement Plan as required by law Shifts may not be made without previous consultation with the affected agencies and two-thirds majority approval of the Board of Commissioners

The Commission may also use bonds to speed implementation of some projects Bonding will not be used without first determining that the benefits of an accelerated program outweigh the additional cost of interest on borrowing funds

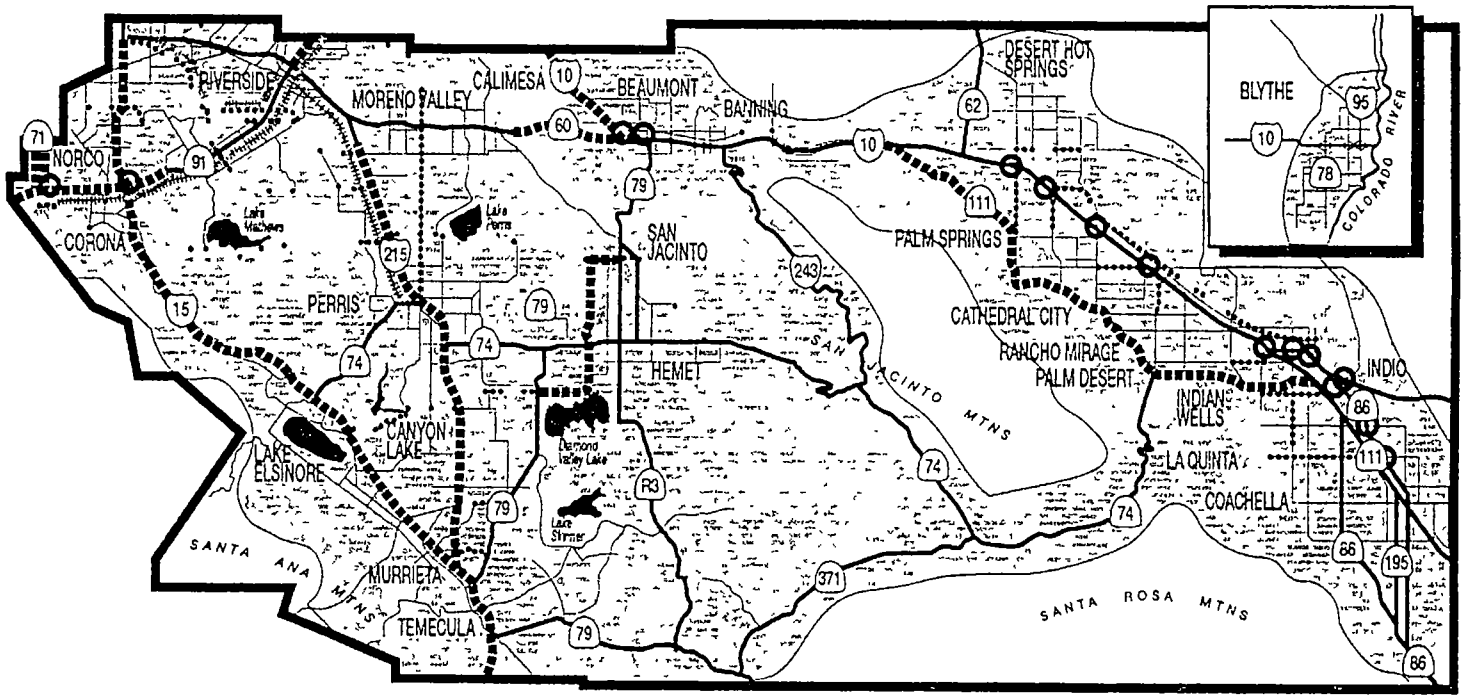
7 INFORMING THE PUBLIC OF LOCAL FUNDING SUPPORT

All state highway, commuter rail, and regional arterial projects using $1 million or more of sales tax revenues shall be signed to inform the public that local voter approved revenues are being used to support the project

8 SEVERANCE PROVISIONS

If any provision of this Transportation Improvement Plan is for any reason held invalid and unenforceable by a court of competent jurisdiction, that holding shall not effect the validity or enforceability of the remaining provisions, and the Commission declares that it would have passed each part of the Plan irrespective of the validity of any other part

Major Highway and Commuter Rail Projects Under the New Measure A Transportation Improvement Plan



INTERCHANGE

COMMUTER RAIL

MAJOR ARTERIALS

FREEWAYS/HIGHWAYS