



MEETING AGENDA

Western Riverside County Programs and Projects Committee

Time: 1:30 p.m.
Date: October 27, 2025
Location: BOARD ROOM - County of Riverside Administration Center
4080 Lemon St, First Floor, Riverside, CA 92501
TELECONFERENCE SITE
LARGE CONFERENCE ROOM – French Valley Airport
37600 Sky Canyon Drive, Murrieta, CA 92563

COMMITTEE MEMBERS

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

STAFF

Aaron Hake, Executive Director
David Knudsen, Deputy Executive Director

AREAS OF RESPONSIBILITY

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

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

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

www.rctc.org

AGENDA*

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

1:30 p.m.

Monday, October 27, 2025

BOARD ROOM

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

TELECONFERENCE SITE

LARGE CONFERENCE ROOM

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

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

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

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

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

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

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

6A. **APPROVAL OF MINUTES – JULY 28, 2025**

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7. **AGREEMENTS FOR ON-CALL RIGHT OF WAY SUPPORT SERVICES**

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Overview

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

- 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.

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

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Overview

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

- 1) Award Agreement No. 26-33-012-00 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.

9. 2019-2029 WESTERN RIVERSIDE COUNTY HIGHWAY DELIVERY PLAN STATUS UPDATE

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Overview

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

- 1) Receive and file an update on the 2009-2019 Western Riverside County Highway Delivery Plan (10-Year Delivery Plan).

10. EXECUTIVE DIRECTOR REPORT

11. COMMISSIONER COMMENTS

Overview

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

12. ADJOURNMENT

The next Western Riverside County Programs and Projects Committee meeting is scheduled to be held at **1:30 p.m., Monday, November 24, 2025.**

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE

Monday, July 28, 2025

MINUTES

1. CALL TO ORDER

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

2. ROLL CALL

Members/Alternates Present

Brian Berkson*
Sheri Flynn
Clint Lorimore
Linda Krupa
Jose Medina
Joseph Morabito
Karen Spiegel*
Fia Sullivan
Michael Vargas

*Arrived after the meeting was called to order.

Members Absent

Chuck Conder
Wes Speake
Lloyd White

3. PLEDGE OF ALLEGIANCE

Commissioner Fia Sullivan led the Western Riverside County Programs and Projects Committee in a flag salute.

At this time, Commissioner Karen Spiegel joined the meeting

4. PUBLIC COMMENTS

There were no requests to speak from the public.

5. ADDITIONS/REVISIONS

There were no additions or revisions to the agenda.

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

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

6A. APPROVAL OF MINUTES – APRIL 28, 2025

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

Jeff Deitzler, Capital Projects Manager, presented the amendment to the agreement with San Bernardino County Transportation Authority (SBCTA) for the Interstate 15 Cross-County Toll Segment, highlighting the following areas:

- Project background (including the project map)
 - I-15 Corridor Freight and Express Lanes project (SBCTA)
 - Location: Cantu-Galleano Ranch Road to Foothill Boulevard
 - Scope: Two express lanes in each direction + auxiliary lanes
 - ✓ Continuous express lanes
 - ✓ \$535 million project cost
 - ✓ Construction started January 2025

At this time, Commissioner Brian Berkson joined the meeting.

Jeff Deitzler continued presenting the following:

- Project background (including the project map)
 - I-15 Cross-County Toll Segment
 - ✓ Three miles (two miles in Riverside County)
 - ✓ Northern limit: Jurupa Avenue
 - ✓ Southern limit: Cantu-Galleano Ranch Road
 - ✓ 2.2 lane-miles of Commission 15 Express Lanes
- Summary of required agreements
 - Supporting agreements executed:
 - ✓ RCTC/SBCTA cooperative agreement
 - ✓ RCTC/SBCTA/Caltrans partial assignment agreement
 - ✓ RCTC/Caltrans TFA agreement amendment
 - ✓ Transportation Infrastructure Finance and Innovation Act (TIFIA) consent agreement
 - ✓ Congestion Mitigation Air Quality (CMAQ) transfer agreement
 - ✓ Operating agreement
 - ✓ All agreements have been executed in support of the project except for the operating agreement, which is required to be in place a minimum of one year prior to the opening of the SBCTA

- facility
- RCTC/SBCTA cooperative agreement
 - SBCTA builds and operates
 - ✓ SBCTA
 - Collects toll revenue, responsible for operations and maintenance
 - Operates consistently with the Commission's 15 Express Lanes
 - Reimburses the Commission for modeled revenue loss through 50-year lease
 - Reimburses the Commission for revenue loss during construction
 - Reimburses the Commission consultant costs
 - ✓ The Commission
 - Allows SBCTA to operate in Riverside County
 - Subleases 2.2 lane-miles of the Commission's 15 Express Lanes to SBCTA
 - Pays for access improvements at Cantu-Galleano Ranch Road (approximately \$15 million at the time of co-op execution)
- RCTC/SBCTA cooperative agreement amendment
 - Cooperative agreement Exhibit F, Table 1 estimated the Cantu-Galleano access improvement cost based upon engineer's estimate (\$15 million). The cost estimate included capital costs of improvements as well as supporting Kapsch contract costs.
 - ✓ RCTC paid SBCTA \$15 million by way of CMAQ transfer at the time of agreement execution
 - SBCTA project bids received ~30 percent than estimate
 - Updated Exhibit F, Table 1 based upon the construction bid increased Commission cost approximately \$4.3 million and actualized Kapsch supporting contract costs.
 - ✓ RCTC to pay additional cost with a supplemental CMAQ transfer of \$4.3 million

Commissioner Berkson expressed concern about this 2.2 mile stretch that SBCTA will operate within their county. That is nearly all the frontage of both Eastvale and Jurupa Valley up to almost Limonite Avenue. He stated when talking about toll surplus and what it can be spent on, if Eastvale/Jurupa Valley in Riverside County is eligible to utilize any surplus from San Bernardino County. He expressed it is almost the whole bulk of their entire frontage. This is certainly a critical commentary and path they need to understand if they are eligible. He stated if they are eligible like the city of Corona (Corona) might be eligible for things on the 91, they want to make sure the Commission would be eligible for things on the 15.

Aaron Hake, Executive Director, asked Jeff Deitzler to put the project map up and describe where SBCTA will be operating in their county. He replied to Commissioner Berkson that he has some more follow-up on his question about revenue across the county line.

Jeff Deitzler explained the portion of Riverside County that SBCTA is operating in is from Philadelphia south to Cantu-Galleano so it is the very northern tip. The existing express lanes were feathering from two lanes down to one lane and terminated south of SR-60, so those will be two continuous lanes all the way up through Foothill Boulevard. In the cooperative agreement which goes to the revenue loss for RCTC, out of each operating year that SBCTA has these lanes open the very first dollars made go to RCTC until such time as the yearly revenue of that loss segment is made whole. After which SBCTA then begins to accrue revenue.

Commissioner Berkson replied that revenue is not the same as surplus.

Aaron Hake stated that if SBCTA's project from Foothill Boulevard to where RCTC's operations begin creates a surplus. He then clarified with Commissioner Berkson that his question was can SBCTA make investments with surplus toll revenue in Riverside County.

Commissioner Berkson asked can they as Riverside County request that money or the cities of Eastvale or Jurupa Valley if there are toll surplus revenues available. Based on San Bernardino County they may only operate a small section but when they take the entire length and they are going to build up surplus then that 2.2 miles becomes a factor.

Aaron Hake stated that they modeled how much that segment would have generated and SBCTA has to reimburse RCTC that revenue. He asked Jeff Deitzler for how long.

Jeff Dietzler replied it is 50 years.

Aaron Hake reiterated that RCTC is going to get what was modeled several years ago to be the revenue.

In response to Commissioner Michael Vargas' clarification that it is 5-0, Aaron Hake replied 50 as that is the terms of SBCTA's lease just like RCTC has a 50-year lease as well.

Aaron Hake stated just like for RCTC's express lanes the decision on what to do with surplus revenue rests with their Commission, for SBCTA it rests with their Board, and the same with Orange County Transportation Authority (OCTA). There is no provision in the agreements that states if surplus is generated in this segment in Riverside County RCTC has any right to it. Both agencies have agreed that what RCTC is owed is the revenue they projected would have come to RCTC had they operated the facility. That does not preclude SBCTA and RCTC from coming to an agreement like they have with other projects in Orange County and vice versa on the 91. Whereby mutual agreement OCTA is spending money in Riverside County or vice versa, but there is no requirement that SBCTA would do that. He clarified RCTC does not track surplus revenue by segment, it is based on the

whole corridor. They do internally track how much each segment is generating but it all goes back into one account for the entire corridor's operations. That segment could be generating more revenue than the others but that does not mean the whole corridor is generating a surplus.

Commissioner Berkson stated he understood that, but all the Commission asked for is what they expect they would have made as a minimum. On the 91 and 15 toll lanes, they received millions more than what they expected. He stated when talking about they may expect to get \$50,000 a year on this segment and it could have been equated to \$5 million. They know the drivers are taking the toll lanes since it is an alternative, they also know how much it costs and there is a lot of revenue to be made. RCTC is potentially leaving money on the table and surplus revenue is different in this case than revenue for RCTC's expected loss. That revenue for expected loss goes to their general fund probably whereas surplus revenue is restricted, it can only be used in that corridor. He clarified if RCTC gets \$50,000 from SBCTA a year then it goes into the general fund there is no guarantee that any of that is going to ever be spent on the corridor. He stated if revenue they are getting from SBCTA again \$50,000 is coming in it is not required to be spent like surplus revenue is. This is not surplus, this is just revenue, and the Commission is agreeing that SBCTA will pay them a certain amount of dollars per year. He expressed just like the city of Corona (Corona), they got their 91 all of it is in Corona and so any surplus revenue they would expect would be worked on in that corridor or in Corona. It would not come back to the Commission and then decide to take that and spend it over here in the city of Temecula (Temecula). They cannot do that with surplus revenue and all their other revenues are tied up in fees, bonds, payments, and maintenance. When talking about surplus, that is the little chunk available to do special projects within those corridors, especially Eastvale and Jurupa Valley that are going to be at a disadvantage here. He asked Aaron Hake explain to him how that was not going to be the case.

Aaron Hake stated that it will not be.

Commissioner Michael Vargas asked if this is a time sensitive issue.

Jeff Deitzler replied no.

Commissioner Vargas asked if there have been discussions regarding the surplus with both agencies.

Aaron Hake confirmed that the parameters of this framework were worked out between both agencies several years ago before SBCTA moved forward so the Commission has already agreed to these terms.

Commissioner Vargas clarified that it excludes surplus money.

Aaron Hake replied that it does not exclude surplus money, so it was not framed in those terms. They went through multiple alternatives of how they are going to operate this

segment and the terms the Commission and SBCTA agreed to involve SBCTA operating these lane miles with a payment to RCTC. He stated while this specific question was not debated these are the terms of the agreement.

Commissioner Vargas clarified that is what he was getting at, if this is not a time sensitive issue and the question that Commissioner Berkson brought up is not really directed in here can they go back and have this discussion.

Aaron Hake replied that staff can come back and explain this better but the terms of the agreement with SBCTA are not going to change.

Commissioner Berkson stated that considering thinking about this in today's value and terms he does not want Riverside County residents to get the short end here. He is protecting his city, Eastvale, and that whole corridor. He asked if staff could bring back more as he understood that this is not going to change and if this was an amendment to their contract to the Commission's agreement.

Aaron Hake stated this item is to essentially adhere to the terms they agreed to which is the Commission would pay their fair share of betterments to SBCTA's project. SBCTA's project came in higher than the engineer's estimate therefore they need to increase the Commission's contribution to pay their fair share of the project.

Jeff Deitzler stated there was a footnote on the table that says this will be actualized upon bids being received, so that is what he is presenting.

Aaron Hake recommended as a good partner to SBCTA RCTC should follow through with their commitment that they would pay the Commission's fair share of this portion of the project that RCTC asked to be improved at Cantu-Galleano Ranch Road. Staff can come back and provide a better answer to Commissioner Berkson's question.

Commissioner Karen Spiegel asked if the Commission had a similar situation with the 91 when they carried the project into Riverside County as she thought they picked up a little bit of Orange County because it did not stop at the county line.

Aaron Hake replied that RCTC's project did cross over, and it goes both ways, but they did not have the situation they have here, because the toll segments are very clear they are at the county line. This is a case where, for different operational reasons, the SBCTA facility needed to come into Riverside County. That is where the Commission has tolling authority and SBCTA is connecting into their tolling facility. This did not occur on the 91 because the toll segment had a clean break at the county line.

Commissioner Spiegel clarified regarding Commissioner Berkson's comment about projects in Eastvale and Jurupa Valley and that they would have to be directly correlated to the toll area in those cities.

Aaron Hake replied that it can be in the corridor.

Commissioner Berkson stated that it expands not just the actual tolling of the freeway it expands some little bubble.

Aaron Hake confirmed that it is correct.

Commissioner Spiegel stated it is with the approval of the Commission not when the city wants to have a project.

Commissioner Berkson stated that he is just asking and understands that it will all have to come through the Commission. This is just saying there is no money because it will all be going to San Bernardino County and none of it is coming here for this.

Commissioner Vargas stated that based on the comments from Aaron Hake he does not want to interfere with an agreement they have established and just needs to get some more clarifying questions. He then made the motion to move staff recommendation.

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

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

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

Joie Edles Yanez, presented the State Route 79 Realignment Innovative Financing Feasibility Study (IFFS) contract award, highlighting the following areas:

- SR-79 realignment recent timeline
 - January 2024
 - ✓ Results of Corridor Analysis shared with the Commission
 - ✓ Staff directed to move forward as County facility
 - December 2024
 - ✓ Awarded design of SR-79 Segment 3 contract
 - ✓ Approved memorandum of understanding with the Western Riverside Council of Governments (WRCOG) for \$35 million
 - February 2025
 - ✓ Staff directed to procure SR-79 IFFS

- SR-79 as county expressway (including a project map)
 - Scope
 - ✓ County Expressway with 2 lanes in each direction
 - ✓ Raised median, dedicated future transportation corridor, and multipurpose Bike/Hike trail
 - ✓ Signalized Intersections – not grade separated
 - ✓ Not Controlled Access
 - ✓ Existing SR-79 remains as is
- SR-79 project funding needs and schedule
- SR-79 IFFS
 - Identify and evaluate funding alternatives to facilitate the implementation of the project
 - SR-79 IFFS procurement
 - SR-79 IFFS procedure
 - Fiscal impact

Commissioner Vargas noted it is interesting they have to spend all this money just to figure out how to get any money.

Chair Morabito stated that those were his comments when he was doing agenda review as it seemed interesting.

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

- 1) **Award Agreement No. 25-72-072-00 to HNTB Corporation (HNTB) for the State Route 79 Realignment Project Innovative Financing Feasibility Study (IFFS) for the (Project), in the amount of \$702,915 plus a contingency amount of \$47,085 for a total amount not to exceed \$750,000;**
- 2) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and**
- 3) **Authorize the Executive Director or designee to approve contingency work as may be required for the Project.**

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

Sri Srirajan, Senior Capital Projects Manager, presented the SR-91 Eastbound Corridor Operations Project (ECOP) and the amendment to the agreement for specialized legal and project and construction management (PCM) services, highlighting the following:

- Project background (including a project map)

- Adding an Operational Lane on EB SR-91
 - Limits: SR-241 connector to the SR-71 connector auxiliary lane
 - Revalidation - Early 2026
 - Project improvements - Targeting 2030
- Project scope
 - New large retaining walls in steep slopes
 - Significant grading/material hauling
 - Rockfall mitigation measures
 - Pavement and bridge widening
 - Coordination with 241/91 Express Connector project
 - Traffic Management - multiple lane closures
- Progressive Design Build (PDB) overview
 - PDB Benefits: Early collaboration for innovation and cost-efficient solutions
 - Design Builder - Qualifications-based procurement process
 - Phase 1: Advances preliminary engineering work
 - ✓ Open-book cost estimating approach
 - ✓ Negotiate the scope and cost
 - Phase 2: Final design and construction
- Off-Ramp options
 1. Amend the Phase 1 or new contract for the final design
 2. A new procurement for final design and design-bid-build delivery
 3. Re-advertise for a new design-builder
- Specialized legal support
 - Legal Support – PDB Procurement and Contract Implementation
 - Nossaman Background
 - ✓ In 2006, Commission awarded Strategic Partnership Advisor Services – SR-91 and I-15 corridors
 - ✓ Nossaman has been integral to Commission toll program project delivery:
 - SR-91 Corridor Improvement Project
 - I-15 Express Lanes Project
 - 15/91 Express Lanes Connector
 - I-15 Express Lanes Project Southern Extension (ELPSE)
 - Utilizing Nossaman is in the Commission's best interest:
 - ✓ Successful history on Commission's Design-Build projects
 - ✓ PDB experience in California
 - ✓ Experience and lessons learned from the PDB contract and procurement for ELPSE project
 - Nossaman Scope
 - ✓ PROCUREMENT PHASE
 - Assist with agreements and negotiations with Caltrans, FHWA, and other agency stakeholders;
 - Lead in drafting procurement documents;
 - Lead in responding to proposer questions;

- Lead the selection, negotiations, and award process; and
 - Lead with analysis, response and defense to any bid, proposal, or award protests.
 - ✓ CONTRACT ADMINISTRATION PHASE
 - Develop and administer contract administration;
 - Assist with contract interpretation, analysis, and administration during the design and construction phase including assist with change order and claims management
 - Nossaman Cost for 91 ECOP PDB Legal Services -
 - \$2,500,000
 - \$250,000 contingency
 - \$2,750,000 total
- PCM services
 - PDB Phase 1 PCM Services
 - Parsons Background
 - ✓ Parsons has served as PCM to Commission toll program project delivery:
 - SR-91 Corridor Improvement Project
 - I-15 Express Lanes Project
 - 15/91 Express Lanes Connector
 - I-15 Express Lanes Project Southern Extension (ELPSE)
 - ✓ Currently under contract to complete the PA/ED revalidation for the 91 ECOP project
 - Utilizing Parsons is in the Commission's best interest:
 - ✓ Successful history on Commission's Design-Build projects
 - ✓ Parsons team's intimate knowledge of the 91 ECOP
 - ✓ Experience and lessons learned from the PDB contract and procurement for ELPSE project
 - Parsons Scope – PDB Phase 1 PCM Services
 - ✓ Project Management: Provide overall management including safety, quality, design review, permitting and compliance support;
 - ✓ Tolling and Operations: Design Review and oversight of toll system closures;
 - ✓ Financial Support: Prepare Independent Cost Estimates (ICE) and prepare grant applications;
 - ✓ Contracts Management: Support industry outreach, develop Request for Qualifications (RFQ) and support proposal evaluation;
 - ✓ Project Controls: Manage cost, scheduling, estimating, and document oversight
 - ✓ Construction Management: Provide constructability reviews.
 - Parsons Cost for 91 ECOP PDB Phase 1 PCM Services
 - \$9,748,255
 - \$974,825 contingency
 - \$10,723,080 total

- Schedule milestones
 - Award PDB Contract - Summer 2026
 - Begin Construction - 2028
 - Open to Traffic - 2030

Commissioner Spiegel stated that Sri Srirajan mentioned that one of the reasons RCTC uses Nossaman is because of the lessons learned. She asked what lessons were there.

Sri Srirajan replied that the PDB is the first time the Commission had it on the Interstate 15 Southern Extension Project. During the process they learned new lessons as to how they can be able to reduce the time and be more efficient on the next project. Nossaman was part of the legal support for the ELPSE project so with the lessons learned the process will be more streamlined and much faster for this project.

Aaron Hake asked Sri Srirajan if there was anything specific that they learned.

Sri Srirajan stated that timeline wise it took a little longer on the I-15 ELPSE Project so this will be a little bit more accelerated based on feedback they received from the industry end.

Aaron Hake stated one of the benefits of using Nossaman that is still going through the process with RCTC is they have also recently benefited from feedback from the contractors who were bidding on the job. That is part of the process, it is a two-way conversation so they have some fresh information that would enable staff to enact it on this project right away.

Commissioner Spiegel stated she had not heard that before in trying to convince the Commissioners to support and appreciated that. Lessons learned are critically important and many of them ignore those but are very beneficial if they listen.

Commissioner Berkson stated there may be nothing that they can do about this, but he certainly does not like waste. An example, he used I-15 right by San Bernardino County Line when they did the 15 toll lane expansion, they only built half of that. That bridge in the middle of the freeway was only expanded by one lane instead of two so now SBCTA will have to come back, rip it apart, and redo it. Now the Commission is looking at the photo Sri Srirajan had about those huge stone retaining walls on the side of the mountain that he is saying what they just put in a few years ago has to come out. He is aware that building those walls is very expensive, very challenging, and very costly thing. He and Aaron Hake had a conversation some time ago about potentially looking at some additional expansions of the toll lanes if they expand it further. It would be great if they could build this retaining wall at the ultimate width they expect over the next 10 or 15 years that they are going to build. He stated if they do it just to this one project then they are going to have to do it again if they want to widen like their conversation was. He wants to make sure that staff are incorporating the Commission's future plans into these discussions with the contractor and maybe they cannot do it because it is just out

of the budget and not appropriate. Staff can let the Commissioners know if that is the case and they will know that staff are doing their best to try to minimize future waste.

Chair Morabito stated about mentioning ultimate width he has seen that in his lifetime. When he lived in south Orange County there was both the Ortega Highway and Crown Valley where they brought it from a two lane to there and then within 10 years, they kept making it bigger. He asked if this is the ultimate width do they envision additional lane need.

Sri Srirajan stated for the 91 Corridor Improvement Project (91 CIP) this is the last project on the eastbound side.

Aaron Hake replied yes, they are using the entire environmental footprint they cleared with the original 91 Project that was completed in 2017.

Commissioner Berkson stated if they did take the toll lanes from two lanes to three lanes at some point in the future where are they going to expand. Their footprint may be expired, and he gets that could be the hindering point here, but their ultimate width would not be the same, this would be a temporary ultimate width.

Aaron Hake concurred and stated David Thomas, Toll Project Delivery Director, is coming to the podium. They do have other plans in that corridor and one of the things as David Thomas has the master plan for that area, where they are looking at exactly these questions. Not only is there the southbound side where the mountain is, there is also widening on the northbound side as well if RCTC comes through with other projects.

David Thomas stated that they are laying out all the master planned and future projects on the 91 corridor through Corona. The plan is to come back possibly to the 2026 Commission Workshop and present that with some recommendation about a future third lane through there. Staff are looking at how that third lane could fit and making sure the projects they build are also compatible with that if that becomes the Commissions' desire when they come back to the workshop.

Commissioner Berkson stated he understands that he just does not want staff to come back and say it is another \$600 million to rebuild the wall they just built three years ago if he is looking at the future of a few years.

In response to Chair Morabito's question about how old that wall is and whether it was the Commission or Caltrans that built it, David Thomas replied that project that was built was not part of the original 91 CIP to build the express lanes. It was another project that Caltrans came through with that added an eastbound lane addition. It was a Caltrans District 12 project to add basically an auxiliary lane a fifth lane from SR-71 to SR-241.

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

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

10. AGREEMENT FOR THE NEXT GENERATION TOLL FEASIBILITY STUDY 2.0

David Thomas presented the Next Generation Toll Feasibility Study 2.0, highlighting the following areas:

- 2045 growth projections – Western Riverside County (WRC)
 - Population projected to increase by ~800,000
 - ✓ Increase of more than 42.0 percent (1.9 million to 2.7 million)
 - Daily vehicle trips projected to increase ~4.2 million to ~6.0 million
 - ✓ More segments start to fail or approach failing on WRC corridors
 - ✓ Speeds reduced during peak periods to below 30 mph
 - ✓ Truck trips increase

At this time, Commissioner Jose Medina left the meeting.

David Thomas continued presenting the following:

- Today's Express Lane Environment (including a map of the Regional Express Lanes Network)
 - Why express lanes?
 - ✓ Can't outbuild congestion
 - ✓ High occupancy vehicle (HOV2+) lanes are congested / full of violators
 - ✓ Express Lanes provide reliable travel time for a fee
 - ✓ Express Lanes support buses, carpools, and emergency responders
 - ✓ Express Lanes network is expanding in Southern California

- ✓ Express Lanes are the only new capacity supported by Caltrans
- ✓ Provides a funding source for financing a portion of a project
- ✓ Toll revenue pays for operations, maintenance, and stays in the corridor
- Components (including a map with the three components)
 - 1) 60/215 Riverside-Moreno Valley
 - 1 HOV conv to EL on 215 from 91 to 60
 - 1 new EL on 215 from 91 to 60
 - 1 HOV conv to EL on 60 from 215 to Gilman Springs Road
 - 1 new lane on 60 from 215 to Gilman Springs Road
 - 1 new EL on 215 from 60 to Nuevo Road
 - 2) 91 Downtown Riverside
 - 1 HOV conv to EL on 91 from 15 to 215
 - 1 new EL on 91 from 15 to 215
 - 3) 91/215 EL direct connector
- Study goals
 1. New capacity with HOV lane conversion
 2. Continuous connectivity
 3. No congestion at termination points (traffic simulation)
 4. Update cost estimates and financial feasibility (right of way impacts)
 5. Estimate toll rates
 6. VMT mitigation and equity programs
 7. Engage stakeholders
- Procurement

Commissioner Clint Lorimore thanked David Thomas for the presentation. He stated earlier in his presentation David Thomas mentioned going back to 2019 and shelving this based on feedback from the elected officials from the city of Riverside (Riverside) and maybe other agencies as well. Since then, he has heard concerns from the Riverside Council Member who is not here today about express lanes. He understands from David Thomas' presentation that he has communicated with staff and a committee, but would this be studying something that Riverside still does not desire.

Aaron Hake replied they are proceeding with this study with Riverside's support. They want to see what this study says before RCTC takes it a step further and that is a commitment the Commission made to Riverside. Staff will not bring to this Commission any recommendations for a project until they have vetted those recommendations through Riverside first, so Riverside is okay with this step.

Commissioner Spiegel stated taking HOV lanes and converting them is one of the biggest issues that constituents have because they are losing an HOV lane. She is aware of the challenge of the capacity of expanding lanes. Their toll rates, particularly on 15 south just before McKinley Street have gotten so high, where do they compare with surrounding agencies, and are they still going to remain the highest. She expressed she is still getting

so many messages on the tolls. She asked if they are still going to remain higher or is there going to be somewhere they can be within the same ballpark that everybody else's tolls are around. She does not recall involving Corona staff at the beginning of the 91 Project to the level they are talking about Riverside. She is aware the Corona City Council said no on the project years ago and the Commission let Riverside say no to it, but Corona's went on because they had so much pushback from the residents. She wants to make sure the Commission is fair when they allow one community to stop a project that the Commission has to be careful on that. She stated if that happens again that they say they do not want it, but other areas are not having that same option.

David Thomas replied that taking the HOV lane is something that staff will be studying and looking at different HOV policies. Since they are at the feasibility level they will look at keeping HOV2 possibly free, maybe discounted. They have the ability with this study to look at a whole myriad of options and see how that affects financing the project, traffic flow, and is it something they can pursue. It is on their list to include looking at still allowing HOV2 in the express lane potentially with a discount or free passage. Based on current policy they would still need a transponder, but that would still be a benefit that is not out there on other routes today.

Commissioner Spiegel asked if there was no room to not make a conversion just to build a toll.

David Thomas replied that the challenge is having a toll and an HOV.

Commissioner Spiegel replied that they compete.

David Thomas replied there really is not another facility that is like that so this would be kind of needed. Then there are two lanes also for HOV travelers to use two express lanes that are moving and that is a huge advantage over what is out there today. He stated regarding the toll rates being very high, part of the reason is the challenge with westbound 91 as there is not enough capacity. That is one of the reasons they are looking at three laning the 91 that was discussed earlier, which they hope would bring the toll rates down. In seeing what they did with the improvement eastbound when toll rates were over \$20.00, they added that capacity with the EB 2.0 project which brought the toll rates down to about \$9.00 which they are today. This is more in line with a reasonable toll rate than they see with the rest of the region. The third point about involving Corona is great feedback and staff will engage them in this next study. They also did not engage the city of Perris in the original conversations. Staff will reach out and let cities know when they are on the boarder of this study if they want to be involved and staff will keep them involved.

Commissioner Spiegel stated if the Commission is going to do that for one to really push that they involve the next community.

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

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

11. EXECUTIVE DIRECTOR REPORT

Aaron Hake:

- Announced on August 12 at 9:30 a.m. at the March Field/Moreno Valley station there will be a Ribbon Cutting to celebrate the opening of their new platform and track improvements that customers are using today.
- In Temecula a few weekends ago RCTC shut down an on-ramp to I-15 at California Ranch Road for seven days with the cooperation of Temecula, RCTC, and the Riverside Sheriff's Department they did an excellent job. The traffic was not too bad and when an on-ramp is shut down on a major interstate like this it is always a big concern. He thanked their public affairs team, project delivery team, Temecula, and the sheriff for making that work well. Next, they will close the loop ramp at Rancho California Road starting on August 11 for several days as part of the SMART Freeway Project RCTC is piloting in Temecula.

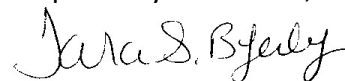
12. COMMISSIONER COMMENTS

- 12A.** Commissioner Fia Sullivan announced that August is a very exciting month in Norco. On August 22 – August 24, 2025, is the PRCA Rodeo put on by the Norco Mounted Posse. Then August 29 – September 1, 2025, is the Norco Fair and everybody is invited.

13. ADJOURNMENT

There being no further business for consideration by the Western Riverside County Programs and Projects Committee, the meeting was adjourned at 2:44 p.m.

Respectfully submitted,



Tara S. Byerly
Deputy Clerk of the Board

AGENDA ITEM 7

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	October 27, 2025
TO:	Western Riverside County Programs and Projects Committee
FROM:	Paul Mim Mack, Senior Management Analyst, Right of Way
THROUGH:	Hector Casillas, Right of Way Manager
SUBJECT:	Agreements for On-Call Right of Way Support Services

STAFF RECOMMENDATION:

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

- 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 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. (Newport Beach, 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

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

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

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

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

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.

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.

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

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.

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.

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,

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

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

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

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.

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.

(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.

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

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.

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.

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

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

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

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

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

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).

(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

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

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.

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:

Monument ROW
200 Spectrum Center
Suite 300
Irvine, CA 92618
Attn: Joey 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.

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 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.

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]

**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 By: _____ Aaron Hake <i>Approved as to Form:</i> By: _____ Best, Best & Krieger LLP General Counsel	CONSULTANT MONUMENT ROW By: _____ Signature _____ Name _____ Title ATTEST: By: _____ Its: _____
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* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"
SCOPE OF SERVICES

Draft

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 statutes 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.

- 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.

- 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

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.

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.

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.

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.

$$\text{Proposer Price Score} = \frac{\text{Lowest Price Proposed}}{\text{Proposer's Price}} \times \text{ ______ Points}$$

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.

EXHIBIT "C"
COMPENSATION AND PAYMENT

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EXHIBIT "C"

COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
Monument ROW, Inc.	Right of Way Support Services	\$ 3,300,000.00
<i>Sub Consultants:</i>		
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.

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,

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

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

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.

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:

Exhibit F
FTA Requirements- Page 1

- 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.;

(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

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

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.

(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

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 loading 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.

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

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

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.

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;"

- (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.

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.

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.

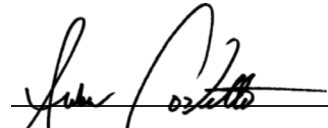
d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

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) _____ (attach Continuation Sheet(s) if necessary)	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	14. Type of Payment (check all that apply) ☒ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☒ a. cash ☒ b. in-kind; specify: nature _____ Value _____		
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		
Signature: <u></u> Print Name: <u>Amber Costello</u> Title: <u>President</u>		Telephone No.: <u>949.703.9799</u> Date: <u>8/6/2025</u>
\$100,000 for each such failure.		

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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) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
12. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	14. Type of Payment (check all that apply) ☒ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☒ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
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: <u>Anthony Bohorquez</u> 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) _____ (attach Continuation Sheet(s) if necessary)	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	14. Type of Payment (check all that apply) ☒ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☒ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
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 <i>Ashley Salvino</i>		
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		
Signature: _____ Print Name: Ashley Salvino Title: <u>Regional VP</u>		Telephone No.: 909-993-1370 Date: 07/21/2025

\$100,000 for each such failure.

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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	14. Type of Payment (check all that apply) ☒ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☒ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
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		

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

rJ{k d: (COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITY PURSUANT TO 31 U.S.C. 1352)

1. Type of Federal Action: ☐ o. 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: ☐ o. initial b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Primo Subward Tier _____, if known Congressional District, if known		
5. If Reporting Entity is No. 4 Subward, 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) _____ (attach Continuation Sheet(s) if necessary)		
11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____		
12. Amount of Payment (check all that apply) 5 ☐ Actual ☐ Estimated		
13. Form of Payment (check all that apply): 8 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 0		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress annually 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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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. ☒ 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 _____
2. Name and Address of Reporting Entity ☐ Prime ☒ Subawardee Tier _____, if known Congressional District, if known _____ 6. Federal Department/Agency: Riverside County Transportation Commission		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 _____ 7. Federal Program Name/Description: On-Call Right of Way Services CFDA Number, if applicable _____
8. Federal Action Number, if known: 10. Name and Address of Lobby Entity (If individual, last name, first name, MI) ☐ (attach Continuation Sheet(s) if necessary)	9. Award Amount, if known: 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	14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature _____ Value _____		
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 No. 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		
Signature: _____ Print Name: Daniel Z. Moreno Title: Managing Partner		Date: 07/16/2025

\$100,000 for each such failure.

Telephone No.: 909-580-0610

Date: 07/16/2025

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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: OC , contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: ☒ bid/offer application b. initial award c. post-award	3. Report Type: C:JGJ initial b. material change For Material Change Only: year ____ quarter ____ date of last report ____
4. Name and Address of Reporting Entity D Prime ☒ Subawardee Tier <u>1</u> , if known Congressional District , if known 6. Federal Department/Agency: 8. Federal Action Number , if known: 10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)		
11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) 12. Amount of Payment (check all that apply) ☒ actual ☐ 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. commission ☐ d. contingent fee ☐ e. deferred A// f. other, specify: <u>1/10/10/10/10</u>		
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 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. Title: <u>President</u> Signature: <u>[Signature]</u> Date: <u>8/6/25</u> <u>Virgil L. Arzoo</u>		

Telephone No.:

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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

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LPP 13-01

APPENDIX L - 1

Page 1
May 8, 2013

Draft

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

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

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

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

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.

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.

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

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.

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.

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,

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

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

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

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.

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.

(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.

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

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.

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.

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

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

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

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

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

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).

(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

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

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.

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.

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.

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]

Draft

**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 By: _____ Aaron Hake <i>Approved as to Form:</i> By: _____ Best, Best & Krieger LLP General Counsel	CONSULTANT BENDER ROSENTHAL INC By: _____ Signature _____ Name _____ Title ATTEST: By: _____ Its: _____
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* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"
SCOPE OF SERVICES

Draft

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 statutes 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.

- 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.

- 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

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.

Exhibit B-1

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.

Exhibit B-2

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.

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.

$$\text{Proposer Price Score} = \frac{\text{Lowest Price Proposed}}{\text{Proposer's Price}} \times \text{ ______ Points}$$

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.

EXHIBIT "C"
COMPENSATION SUMMARY

Draft

EXHIBIT "C"
COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
BENDER ROSENTHAL INC.	Right of Way Support Services	\$ 3,300,000.00
<i>Sub Consultants:</i>		
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.

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,

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 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

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.

EXHIBIT "E"
CONSULTANT DBE COMMITMENT

[NOT USED]

Draft

EXHIBIT "F"

FTA PROVISIONS

[attached behind this page]

Draft

Draft

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:

- 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.;

(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

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

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

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.

(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

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 loading 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.

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

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

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.

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

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;"

- (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.

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.

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.

EXHIBIT "G"

LOBBYING ACTIVITIES DISCLOSURE

Draft

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) (attach Continuation Sheet(s) if necessary)	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	14. Type of Payment (check all that apply) ☒ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☒ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
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: <u>Renee Baur</u> Title: <u>Chief Executive Officer</u> Telephone No.: <u>(916) 978-4900</u> Date: <u>8/6/25</u>

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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) _____ (attach Continuation Sheet(s) if necessary)	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	14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
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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Standard Form LLL Rev. 04-28-06

Draft

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) (attach Continuation Sheet(s) if necessary)	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	14. Type of Payment (check all that apply) ☒ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☒ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
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: <u>David A. Moritz</u> Print Name: <u>Dave Moritz, PLS</u> Title: <u>Regional Business Leader + Principal</u> Telephone No.: <u>(949) 477-9000</u> Date: <u>7/29/25</u>		

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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: Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	9. Award Amount, if known: 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	14. Type of Payment (check all that apply) a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other, specify _____	
13. Form of Payment (check all that apply): B a. cash b. in-kind; specify: nature _____ Value _____		
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. 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: <u>Griffin Wayne</u> Title: <u>Vice President</u> Telephone No.: <u>(714) 749-0036</u> Date: <u>08/06/2025</u>		

Draft

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**

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

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

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

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.

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

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

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.

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

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

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

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

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

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.

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.

(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.

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 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.

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.

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 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 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 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 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 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).

(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 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 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.

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.

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

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.

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]

**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 By: _____ Aaron Hake <i>Approved as to Form:</i> By: _____ Best, Best & Krieger LLP General Counsel	CONSULTANT EPIC LAND SOLUTIONS, INC By: _____ Signature _____ Name _____ Title ATTEST: By: _____ Its: _____
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* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"
SCOPE OF SERVICES

Draft

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 statutes 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.

- 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.

- 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

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.

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.

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.

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.

$$\text{Proposer Price Score} = \frac{\text{Lowest Price Proposed}}{\text{Proposer's Price}} \times \text{ ______ Points}$$

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.

EXHIBIT "C"
COMPENSATION AND PAYMENT

Draft

EXHIBIT "C"
COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
Epic Land Solutions, Inc.	Right of Way Support Services	\$ 3,300,000.00
<i>Sub Consultants:</i>		
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.

Draft

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,

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 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 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.

EXHIBIT "E"
CONSULTANT DBE COMMITMENT

[not used]

Draft

EXHIBIT "F"

FTA PROVISIONS

[attached behind this page]

Draft

Draft

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:

- 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.;

(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

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

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

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.

(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

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 loading 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.

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

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

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.

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

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;"

- (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.

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.

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.

EXHIBIT “G”

LOBBYING ACTIVITIES DISCLOSURE

Draft

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: 8. Federal Action Number, if known:	7. Federal Program Name/Description: CFDA Number, if applicable _____ 9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	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	14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☒ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
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 Signature: _____ Print Name: Kari Anvick Title: Vice President of California Operations		

\$100,000 for each such failure.

Telephone No.: (951) 329-9666

Date: 08/06/2025

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Draft

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	14. Type of Payment (check all that apply) ☒ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☒ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
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 <u>Theresa Armistead</u>		
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		
Signature: _____ Print Name: Theresa Armistead Title: Principal/Owner		

\$100,000 for each such failure.

Telephone No.: 626-260-1929

Date: 7/29/2025

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AGENDA ITEM 8

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	October 27, 2025
TO:	Western Riverside County Programs and Projects Committee
FROM:	John Tarascio, Senior Capital Projects Manager
THROUGH:	Erik Galloway, Capital Projects Delivery Director
SUBJECT:	Perris-South Station and Layover Expansion Project Award Construction Agreement with Granite Construction Company, Approve Short Range Transit Plan Amendment

STAFF RECOMMENDATION:

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

- 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 (SRTTP) 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:

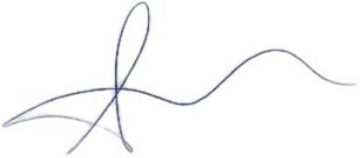
The Perris-South Station and Layover Expansion Project Construction Agreement No. 26-33-012-00 will be funded by the fund sources as summarized in Table 2. To date, a total of \$25,016,200 has been approved for construction with funding from the TIRCP, Measure A, and STA. Staff recommends the Commission 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

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															

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	

											LOW BIDDER			SECOND BIDDER			THIRD BIDDER			FOURTH BIDDER			FIFTH BIDDER			AVERAGE OF
				ENGINEERING ESTIMATE							Granite Construction Company			Balfour Beatty Infrastructure Inc.			Shimmick Construction Company, Inc			Stacy and Witbeck, Inc.			Nationwide Contracting Services, Inc.			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	
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

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 < Other bids																			
			> \$200k above Average Bid Pice																							
			> 50% of Engineering Estimate				ENGINEERING ESTIMATE																			
			< -75% of 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		
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	\$																	

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	
		Amount	%	Amount	%
<i>Engineer's Estimate</i>	<i>\$24,000,000</i>				
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

**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

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.

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:

Granite Construction Company
38000 Monroe Street
Indio, CA 92203
Attn: Joseph P. Richardson

Commission:

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.

[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

RIVERSIDE COUNTY
TRANSPORTATION
COMMISSION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Tax I.D. Number: _____

APPROVED AS TO FORM:

By: _____

Best Best & Krieger LLP
Counsel, RCTC

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:



Original

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 Projects 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																				
RCTC Metrolink Capital Obligation WC 26-2	\$12,811,564	\$ 1,729,158	\$ 11,082,406									\$ 778,769	\$ 321,231								
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							
Sub-total Capital	\$185,339,844	\$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 Projects 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																				
RCTC Metrolink Capital Obligation WC 26-2	\$12,811,564	\$ 1,729,158	\$ 11,082,406									\$ 778,769	\$ 321,231								
South Perris Station/Lavover 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							
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 9

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	October 27, 2025
TO:	Western Riverside County Programs and Projects Committee
FROM:	Erik Galloway, Project Delivery Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	2019-2029 Western Riverside County Highway Delivery Plan Status Update

STAFF RECOMMENDATION:

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

- 1) Receive and file an update on the 2009-2019 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
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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

PRIORITIZATION FACTORS

Projects				Phase	Sponsor	Cost	Available Funding	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 <u>constructed</u> traffic improvement	
						(in millions \$)	(in millions \$)								
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	X	HIGH	
	* I-15 Express Lanes Project Southern Extension (Cajalco to 74): Advanced Operations	Environmental through Construction	RCTC		28			X	X	X	X	X	X	MEDIUM	
	I-15 Express Lanes Project Southern Extension (Cajalco to 74)	Environmental	RCTC		33			X	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	X	n/a (no lane const.)	
START	* 91 Downtown Riverside Express Lanes	Environmental	RCTC		22					X	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			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	X	n/a (no lane const.)	
	60/215 Riverside-Moreno Valley Express Lanes	Design/Construction	RCTC		342				X		X	X	X	HIGH	
	I-215 Gap Project (I-215 to French Valley Parkway)	Environmental to Construction	RCTC		18				X	X		X	X	n/a	
	91 Downtown Riverside Express Lanes	Design/Construction	RCTC		197						X	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	X	n/a (no lane const.)	
	SR-71 Widening	Environmental to Construction	RCTC		100				X	X		X		MEDIUM	
	10/60 Interchange	Environmental to Construction	RCTC		500				X	X		X		MEDIUM	
	215 Ultimate widening (60 to San Bernardino County line)	Environmental to Construction	RCTC		1,000				X	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	\$	-								

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
					Jan 24, 2019 Workshop Postponed implementation of Next Gen Toll Study, Sept 10, 2025 Commission approve commencement of Toll
	91 Downtown Riverside Express Lanes	Environmental	RCTC	Future	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	
					Jan 24, 2019 Workshop Postponed implementation of Next Gen Toll Study, Sept 10, 2025 Commission approve commencement of Toll Feasibility Study 2.0
	91 Downtown Riverside Express Lanes	Design/ Construction	RCTC	Future	
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
					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- 10 Truck Climbing Lane	Environmental to Construction	RCTC	Future	
	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	

65781

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 XIII B 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.

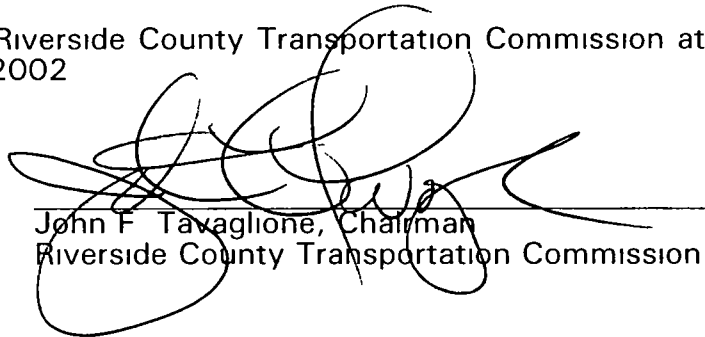
Commencing in 2019 and at least every ten years thereafter, the Commission shall review and, where necessary propose revisions to the Expenditure Plan. Such revisions shall be submitted for approval according to the procedures set forth in this Section XIV. Until approved, the then existing Expenditure 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

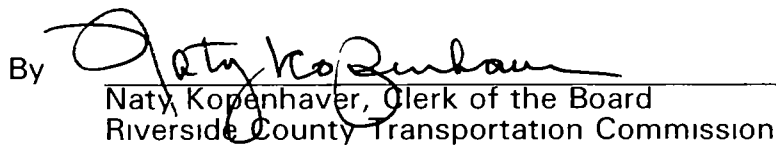
By



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		\$1 02 Billion
	State & Federal Formula Funds		\$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 cost 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

