



# MEETING AGENDA

## Western Riverside County Programs and Projects Committee

**Time:** 1:30 p.m.  
**Date:** November 27, 2023  
**Location:** BOARD ROOM - County of Riverside Administration Center  
4080 Lemon St, First Floor, Riverside, CA 92501  
TELECONFERENCE SITE  
LARGE CONFERENCE ROOM – French Valley Airport  
37600 Sky Canyon Drive, Murrieta, CA 92563

## COMMITTEE MEMBERS

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

## STAFF

Anne Mayer, Executive Director  
Aaron Hake, Deputy Executive Director

## AREAS OF RESPONSIBILITY

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

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



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

[www.rctc.org](http://www.rctc.org)

**AGENDA\***

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

**1:30 p.m.**

**Monday, November 27, 2023**

**BOARD ROOM**

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

**TELECONFERENCE SITE**

**LARGE CONFERENCE ROOM**

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

*In compliance with the Brown Act and Government Code Section 54957.5, agenda materials distributed 72 hours prior to the meeting, which are public records relating to open session agenda items, will be available for inspection by members of the public prior to the meeting at the Commission office, 4080 Lemon Street, Third Floor, Riverside, CA, and on the Commission's website, [www.rctc.org](http://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 – AUGUST 28, 2023**

*Page 1*

6B. **AGREEMENT FOR JANITORIAL SERVICES FOR THE COMMUTER RAIL STATIONS AND TOLL FACILITIES**

*Page 15*

**Overview**

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

- 1) Award Agreement No. 24-24-005-00 to Ultimate Maintenance Services, Inc. to provide janitorial services for the Commuter Rail stations and toll facilities for a three-year term, and one, two-year option to extend the agreement, in the amount of \$1,057,345, plus a contingency amount of \$105,735, for a total amount not to exceed \$1,163,080;
- 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 the use of the contingency amount as may be required for these services.



**7. AGREEMENT FOR PROJECT AND CONSTRUCTION MANAGEMENT SERVICES FOR THE INTERSTATE 15 EXPRESS LANES PROJECT SOUTHERN EXTENSION**

***Page 70***

***Overview***

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

- 1) Award Agreement No. 24-31-004-00 with Parsons Transportation Group Inc. to provide project and construction management (PCM) Services for the Interstate 15 Express Lanes Project Southern Extension (ELPSE) for an eight-year term in the amount of \$78,702,500, plus a contingency amount of \$7,870,250, for a total amount not to exceed \$86,572,750;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the Commission;
- 3) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services; and
- 4) Approve an increase in the Fiscal Year 2023/24 Budget from \$2,000,000 to \$5,364,161.

**8. AMENDMENT TO PROJECT AND CONSTRUCTION MANAGER SERVICES FOR THE INTERSTATE 15/STATE ROUTE 91 EXPRESS LANES CONNECTOR PROJECT**

***Page 176***

***Overview***

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

- 1) Approve Agreement No. 15-31-001-14, Amendment No. 14 to Agreement No. 15-31-001-00, with Parsons Transportation Group, Inc. (Parsons) to provide additional project and construction management (PCM) services for the Interstate 15 (I-15)/State Route 91 (SR-91) Express Lanes project (15/91 ELC) in the amount of \$2,330,533, plus a contingency of \$233,053, for an additional amount of \$2,563,586; and extend the term to June 30, 2027;
- 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 the Project.

**9. AMENDMENT NO. 4 WITH WSP USA INC., FOR PROFESSIONAL SERVICES, AND OPERATIONS AND MAINTENANCE AGREEMENT WITH CALTRANS FOR THE INTERSTATE 15 SMART FREEWAY PILOT PROJECT**

***Page 188***

***Overview***

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

- 1) Approve Agreement No. 21-31-063-04, Amendment No. 4, to Agreement No. 21-31-063-00 with WSP USA Inc., (WSP) to provide professional services for the Interstate 15 SMART Freeway Pilot Project (Project), in the amount of \$698,102 plus a contingency amount of \$69,810 for an additional amount of \$767,912, and a total amount not to exceed \$4,767,912;
- 2) Approve Agreement No. 23-31-063-00 with Caltrans for the draft operations and maintenance (O&M) of the Project;
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission;
- 4) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
- 5) Authorize the Executive Director or designee, pursuant to legal counsel review, to execute non-funding amendments to the agreements on behalf of the Commission.

**10. AMENDMENT NO. 11 WITH MICHAEL BAKER INTERNATIONAL FOR THE SANTA ANA RIVER TRAIL PROJECT 2 – PHASE 6 AND ADDITIONAL CONTINGENCY**

***Page 237***

***Overview***

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

- 1) Approve Agreement No. 17-67-027-11, Amendment No. 11 to Agreement No. 17-67-027-00, with Michael Baker International (MBI) for additional scope of services, as part of planned construction of the Santa Ana River Trail Project (SART) 2 through Green River Golf Course (Project) in the amount of \$222,980, plus a contingency amount of \$236,667, for an additional amount of \$459,647, and a total contract amount not to exceed \$2,609,259;
- 2) Authorize the Executive Director or designee to approve contingency work as may be required for the Project; and
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission.

**11. EXECUTIVE DIRECTOR REPORT**

**12. COMMISSIONER COMMENTS**

***Overview***

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

**13. ADJOURNMENT**

The next Western Riverside County Programs and Projects Committee meeting is scheduled to be held at **1:30 p.m., Monday, January 22, 2024.**



# **AGENDA ITEM 6A**

## **MINUTES**



# ***RIVERSIDE COUNTY TRANSPORTATION COMMISSION***

## **WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE**

Monday, August 28, 2023

### **MINUTES**

#### **1. CALL TO ORDER**

The meeting of the Western Riverside County Programs and Projects Committee was called to order by Chair Brian Berkson at 1:30 p.m. Teleconference site: Large Conference Room, French Valley Airport, 37600 Sky Canyon Drive, Murrieta, CA.

#### **2. ROLL CALL**

##### **Members/Alternates Present**

Brian Berkson  
Chuck Conder  
Sheri Flynn  
Berwin Hanna  
Kevin Jeffries\*  
Linda Krupa  
Clint Lorimore\*  
Joseph Morabito  
Wes Speake  
Michael Vargas  
Bill Zimmerman\*\*

##### **Members Absent**

Karen Spiegel

\*Arrived after the meeting was called to order.

\*\*Joined the meeting at French Valley.

#### **3. PLEDGE OF ALLEGIANCE**

Lisa Mobley, Administrative Services Director/Clerk of the Board led the Western Riverside County Programs and Projects Committee in a flag salute.

#### **4. PUBLIC COMMENTS**

There were no requests to speak from the public.

At this time, Commissioner Kevin Jeffries joined the meeting.

## **5. ADDITIONS/REVISIONS**

There were no additions or revisions to the agenda.

**M/S/C (Speake/Vargas) to approve the minutes as submitted.**

## **6. APPROVAL OF MINUTES – JUNE 26, 2023**

**Abstain: Zimmerman**

At this time, Commissioner Clint Lorimore joined the meeting.

## **7. AGREEMENTS FOR COMPREHENSIVE PROFESSIONAL SERVICES AND SOFTWARE AS A SERVICE WITH TRANSMAX FOR THE INTERSTATE 15 SMART FREEWAY PILOT PROJECT**

Erik Galloway, Project Delivery Director, presented the Interstate 15 SMART Freeway Pilot Project update, highlighting the following areas:

- Background
  - Motorists face severe delays on northbound I-15 in the afternoons/evenings, with heavy neighborhood cut-through traffic
  - RCTC is partnering with the city of Temecula (City), Caltrans, and the Western Riverside Council of Governments (WRCOG) on a “smart freeway” solution to improve traffic flow, safety, and air quality
  - Targeting an 8-mile segment of northbound I-15 – County Line to 15/215 split (a map was also displayed of the 8-mile segment)
  - Coordinating three on-ramps – Temecula Parkway, Rancho California Road, and Winchester Road
- Project history
  - 2019-2020 – RCTC and Caltrans begins exploring smart freeway concept – feasibility study
  - 2021 – RCTC commence engineering and environmental studies
  - 2022 – RCTC receives \$5 million in Community Project funding via Representative Ken Calvert and RCTC awards the construction management agreement
  - 2023 – Late 2023: Design complete, ready for construction advertisement
- What are smart freeways?
  - Active traffic management system consisting of sensors continuously monitoring current traffic conditions on northbound I-15
  - Coordinated ramp meters at Temecula Parkway, Rancho California Road, and Winchester Road adapt to current conditions
  - System allows more or fewer vehicles to enter I-15 at any given time
  - Drivers may see initial wait times at on-ramps, but overall time savings once on I-15
  - Non-tolled solution
- Proven success



- Smart freeways began in Australia with proven results in Melbourne, Brisbane, and Perth
  - Melbourne: 100+ miles, 120+ ramp meters
  - Two other U.S. Smart Freeway Pilot Projects: I-15 Denver (Pilot period completed July 29, 2022, and I-680 in Contra Costa County, CA (in development)
- A graphic of some key system components for how a smart freeway works
- A graphic for traffic congestion without smart freeways and flowing traffic with smart freeways
- Schedule and future agreements – Engineering and environmental: Complete late 2023 and design support during construction amendment late 2023; Construction: Civil construction award in March 2024 and ITS construction award in May 2024; Operations: ITS system operator in May 2024 and Caltrans O&M in November 2023
- Pilot period
  - RCTC and Caltrans will evaluate the project's effect on traffic operations for two years
  - Assess whether to continue and/or expand to other areas
  - User-friendly digital dashboard with key program statistics
- Evaluation criteria list that will be assessed on a regular basis to determine system performance and if modifications are required
- Transmax Pty Ltd (Transmax) agreements – Comprehensive professional services agreement and software as a service: Software license agreement
- Fiscal impact

Erik Galloway stated due to the unique nature of the SMART Freeway system this item will be presented at its September Commission meeting and has requested that members from Transmax be present so they will be flying in from Australia to answer any technical questions the Commissioners may have.

Commissioner Wes Speake requested to display slide 6 from the presentation and asked what the public education part of this is because people are not going to understand why they are not getting on the freeway especially when there is a four-minute delay.

Erik Galloway replied that is one of the major lessons learned from the Colorado project. The consultant doing RCTC's design also did the Colorado project and RCTC has taken those lessons learned and staff will be restarting the public relations campaign. RCTC wanted to wait until it got closer to when they award the construction contract and will then start an active public relations campaign. Staff will be coming to the city of Temecula and any other cities that request it to provide a briefing to explain the system, and they are putting together a project video for the public to understand and why it is a benefit.

Commissioner Speake expressed appreciation that there is going to be a travel time sign. He explained since he became a commissioner, he has been asking for travel time for their tolls and he tried to get legislative corrections in Sacramento to have something called

truth in tolling, so the people know how much time they are going to save. He stated if this is something these folks are offering that can be folded into their toll facilities, he would like to hear about that moving forward.

Erik Galloway replied for RCTC's SMART Freeway project there will be LED signs on the on ramps so they can put messages up if there is an accident or a lane closed, but the intent was to give them travel time so when they get on, the sign will display how long it will take to get to the next ramp.

Commissioner Speake clarified that the graphic shows on the general-purpose lanes the travel time sign displays and would be interested in learning more about that.

Erik Galloway replied that Transmax will be having meetings with staff directly to discuss the new technology.

Commissioner Chuck Conder expressed appreciation for Erik Galloway's presentation and asked if it will be monitored from Australia.

Erik Galloway replied no, staff will be putting out a contract for a consultant and they can monitor it remotely, but most likely the consultant will be in the United States.

In response to Commissioner Conder's clarification it will be monitored 24 hours a day so if the system fails, they have people looking to try to get it back online, Erik Galloway replied staff will be bringing the construction contracts for Commission approval later, but they are broken apart between civil works and ITS because the ITS will have a two-year maintenance contract so they will respond within 24 hours to put the devices back online if there is an accident or if something goes offline. The software will be set up so the individual will watch it remotely during the peak periods and there will be alarms set up so if the device goes off and if traffic gets worse than they can start adjusting it.

Commissioner Michael Vargas requested to display slide 6 again and asked regarding the smart freeways with the traffic flow what keeps these cars at that distance.

Erik Galloway replied that was one of reasons why they have some civil improvements is they are channeling the cars to the ramp meter and that is correct, they cannot stop them.

Commissioner Vargas replied that is his entire point, the way California drives today stop signs and red lights are just suggestions so that is the same with this project and he asked how much this project will cost.

Erik Galloway replied when they go to construction about \$16 million.

Commissioner Vargas replied \$16 million, and it is all based on the user doing what they are supposed to be doing technically in California.

Commissioner Kevin Jeffries stated knowing nothing about this program what is proposed other than the exchange that just occurred and Commissioner Speake commented on traffic sitting on an on ramp for an extended period, which means locals trying to get from their homes onto the freeways, and as it was mentioned they learned from that. He asked what that means in real terms for residents trying to get on Interstate 15 or State Route 91, or any freeway this system gets put on in the next decade.

Erik Galloway replied that the maximum wait would be four minutes that would be under heavy congestion and the system will use all three ramps.

In response to Commissioner Jeffries' clarification four minutes per car, Erik Galloway replied four minutes per platoon, so they release all the cars on the line at one time so the maximum time they would be sitting on the ramp is four minutes. He explained they have the ramps up stream or downstream and will have the middle one that adjusts, so it could hold people back even though the traffic is flowing to try to get rid of the traffic up stream. It will adjust automatically so the maximum wait is four minutes, and the system is designed so there is no backup onto the city streets.

Anne Mayer stated this is a pilot project they will see how it works. She explained the city of Temecula (Temecula) has been keenly interested in doing this and Temecula wants to see if there are ways to interconnect the local street system with the freeway system so that it is an improvement for both local streets as well as the mainline. It is a pilot it worked very well in Denver, Colorado but Temecula is not Denver, and they will have to see how it works. Temecula is very interested in seeing what could be done related to the ramps and if it does not work then they stop, but it has the potential to improve operations. They are dependent on people following the rules, but this is a potential opportunity to do something with technology if they can make it work well that could interconnect with local systems for the cities that have traffic management centers it might be an opportunity in the future.

Commissioner Linda Krupa expressed appreciation for the presentation and clarified that this was shown at a Commission Workshop several years ago.

Erik Galloway replied yes.

Commissioner Krupa stated there is a reference to lessons learned in Colorado are those lessons learned being put into Transmax's project and the information the Commission will be utilizing because people in Australia drive differently. She lived in Denver and people there do not pay attention either so the Commission will get the benefit of their expertise.

Erik Galloway replied that they put a lesson learned section in their report, and they have had conference calls and meetings with Colorado Department of Transportation (CDOT) that operated the system. The consultant working on RCTC's design had worked on the

same project in Colorado, so they have eminent knowledge of the problems CDOT had faced and are making sure those are fixed before the system is turned on.

Commissioner Sheri Flynn requested slide 7 be displayed and expressed concern on the smart freeway side with the cars lined up they will all go out at once but the cars on the right will have to cross in front of the cars on the left into one lane and asked how it could be rectified as she sees this as a big problem.

Erik Galloway replied the graphic is shrunken to fit on the page the actual merge lane is long and that was a concern brought up by Caltrans. He stated what staff has found is Caltrans District 8 does not allow the release of both vehicles at once they have a sequential release. He explained in going back to CDOT's experience that was a concern, but they found that people in the United States drive fast, slow, or see it as a drag strip and take off but they did not see any issues in Colorado, and they had the same system. They have incorporated those lessons learned and will see during the pilot period what happens, and they are going to monitor accidents both on the mainline and the ramps which will be a determining factor.

In response to Commissioner Flynn's clarification the area on the right that is at an angle on the graphic will be a little further out, Erik Galloway replied yes, it is a longer merge point.

Commissioner Vargas requested slide 7 be displayed and clarified when Erik Galloway mentioned that a plot of cars will be released per this graphic on the right that six cars will be released at one time or just the two cars.

Erik Galloway replied that the system will automatically determine how many cars can be released.

In Commissioner Vargas' question it is not just the front two lines, Erik Galloway replied that it could be the first two rows, three rows, or it could turn green for all the cars as it is looking at the traffic on the freeway and at the other two ramps and it will make the determination.

Commissioner Vargas expressed with the four-minute interval as Commissioner Jeffries mentioned the cars will be backed up in the streets in no time.

Erik Galloway replied they are putting sensors at the entrance of the ramps so they know when the cars back up as soon as the system sees that it will start automatically releasing cars.

Commissioner Vargas expressed this is California and clarified what the density of the Colorado study is compared to California.

Chair Berkson asked if they will be putting some signage at these on ramps alerting the drivers about the wait time. RCTC should have an instruction for the drivers as they are driving up that ramp and hopes they incorporate some signage, so when it goes to the full Commission staff can provide more details on what it might look like. He referred to slide 7 and stated it showed a speed limit over every lane, which he has seen traveling in Las Vegas. In Las Vegas, they change their speed limits throughout the day on those signs and asked if that is the intent here.

Erik Galloway replied no that is if they were to implement the full smart freeway system, but if it was implemented, they could have a different speed limit for each lane and the system can be used to shut down lanes. RCTC is doing a more limited pilot, but Contra Costa Transportation Authority will be implementing that on I-680. He explained they will have variable speed limit signs as the cars enter coming out of the pass and coming down as CHP and Commissioner Vargas stated people are not following the speed limit, so it will adjust and drop down based on the congestion ahead of the cars.

In response to Chair Berkson's question if there are any IT coding issues or things of that nature between United States computer technologies and Australian technologies, Erik Galloway replied that it has not been an operating system issue, the issue is the devices they are implementing, because Transmax designed their software to support Australian devices. He stated that some of RCTC's devices are U.S. based only and they have sent those devices to Australia and as the first agreement for approval is for Transmax to write specific drivers to incorporate it into their software. RCTC has two specific drivers they have to address for equipment that is not known in Australia.

Chair Berkson stated about the queueing if the freeway is backed up and there is nothing those signals can do it is going to back up onto the streets and if the system is only allowing cars on in four minutes there could be two to three signals worth of vehicles waiting to get on that on ramp. He asked what contingency has been made to left turns going onto the on ramp which could back up, how does that impact the underpass, and coming to the right as the graphic is terrible as it shows a single lane in each direction. He expressed if that were the scenario that would be a problem if people are waiting for four minutes and suggested in the graphic to show how much queueing is available at the on ramps to get a comfort zone because those queueing lines will eventually get used.

Erik Galloway replied during the design phase that was one of the major comments is how to make sure they have enough queue space, and it was one of the ongoing discussions with Caltrans because at one of the ramps they will have to use a shoulder and create a third lane. He stated they have looked at it in the study and he will work on the graphic with the team and come back to the Commission with something more accurate.

In response to Commissioner Joseph Morabito questions that this is a pilot project, how long, and it is in Temecula, and they want to be a part of it, Erik Galloway replied it is for two years.

Commissioner Morabito clarified that Temecula wants this project and if it is successful then the Commission will figure out other places.

Anne Mayer stated staff believes based on the experience in Australia and in Denver that this pilot project is going to be successful and further up I-15 is a very likely candidate, and it is also possible portions of I-10 could be as well. She explained that RCTC is not the owner operator of the freeway system Caltrans is so the pilot in Temecula and in Contra Costa County will answer the questions for Caltrans as to whether they will deploy this elsewhere. RCTC is taking the lead since this was a big topic of discussion at the Move I-15 Task Force that was hosted in Temecula several years ago. I-15 has enough capacity it is that there is so much merging and diverging and so much traffic moving to access the local interchanges it is turning it into gridlock. She explained this is a relatively inexpensive technology solution that if it works could be deployed elsewhere at a much lower cost than trying to continue to add more capacity, but ultimately it will be up to Caltrans to decide whether these pilot projects continue. She noted that CDOT is taking what they did in Denver on I-25 and expanding it to the rest of their system.

Commissioner Morabito stated before Covid he recalled there was a ribbon cutting with the Congressman when Temecula had received \$50 million and is unsure that they have done a whole lot yet, but this is being incorporated into that new step. He clarified if this pilot project works it is going to go into places where it would be retrofitted into places that are not being expanded or could it work for new construction or reconstruction.

Anne Mayer replied it will need to have some level of reconstruction but as Erik Galloway mentioned since the French Valley Parkway Project is under construction now, staff had to modify it so that it would coincide with what is being done on the French Valley Project and the pilot project, so some level of civil work will always have to be done, but not to the extent of the French Valley Parkway Interchange.

Commissioner Morabito referred to the comments made about a large part of this relies on people following the rules and asked if there are increased penalties like speeding in a construction zone, they get double the fine or anything.

Erik Galloway replied if they enforce the red light stop people might learn but it is California.

Commissioner Berkson suggested the Commission have CHP watch each of the three on ramps during at least peak periods.

In response to Commissioner Conder's clarification as to where CDOT put it on at I-25 at the I-70 interchange, Erik Galloway replied that CDOT did 18 on ramps and is uncertain of the limits, but they had a much-extended project and there are connectors to other freeways, and they put the system on the connectors. He can get the map to the Commissioners.

Commissioner Lorimore expressed appreciation for the presentation and for the comments. He stated having driven through there on I-15 and as Anne Mayer mentioned about the amount of merging going on through this area and that is creating a serious bottleneck. He stated this is also related to Commissioner Conder's question and asked on these pilot projects they have seen being done in Australia and in Denver in terms of the amount of merging they see here on I-15 are these other pilot projects similar.

Erik Galloway replied when the feasibility study was done the consultants looked at various corridors within the County and this corridor was picked as the most viable. RCTC's design consultant worked very closely with Transmax and the Queensland DOT and it is not 100 percent similar because as Commissioner Vargas noted they are not Australian they do what Californians do in the United States. He explained based on the information staff is receiving from their consultants they have a strong belief it is going to work there will be a positive improvement and that is why they set up the key performance indicators (KPIs) to identify that and they will be continuously monitoring those over the entire two years.

Commissioner Lorimore stated with the issue of merging that is going on over there and there was discussion about civil improvements but on the freeway itself about lane adherence or dedication for drivers to stay in a lane making solid lines although people need to merge and asked if this is something that is going to be incorporated into the system.

Erik Galloway replied one of his comments he had made was about putting up a barrier because at some of the hook ramps the cars come in and just merge onto the freeway and RCTC cannot allow that as it messes up the whole system. They will have barriers that puts everyone right to a stop bar and then release the cars from there from that point forward RCTC must comply with Caltrans' standards so whatever Caltrans' lane striping standards are that is what RCTC will be implementing.

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

- 1) Award Agreement No. 23-031-035-00 to Transmax Pty Ltd (Transmax) for comprehensive professional services for the Interstate 15 SMART Freeway Pilot Project (Project), in the amount of \$1,889,038 plus a contingency amount of \$283,356 for a total amount not to exceed \$2,172,394;**
- 2) Award Agreement No. 23-031-034-00 to Transmax for Software as a Service (SaaS) for the Project in the amount \$2,510,237, plus a contingency amount of \$376,536 for a total amount not to exceed \$2,886,773;**
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission;**

- 4) **Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and**
  - 5) **Authorize the Executive Director or designee, pursuant to legal counsel review, to execute non-funding amendments to the agreements on behalf of the Commission.**
- Abstain: Jeffries**

Anne Mayer expressed appreciation to the Committee Members for their questions and input as RCTC is trying something new and are looking at every possible solution. She explained from the Move I-15 Task Force Committee meetings there was lots of discussion about traffic and there was a perception that most of the traffic coming through I-15 and Temecula was coming from somewhere else. The Western Riverside Council of Governments used streetlight software data to look at where people were going to and from and much of that traffic is local traffic and that was part of the reason why Temecula has been keenly interested in pursuing it. There are some new Temecula council members, and she is aware that city staff is interested in it, and she is scheduled to go to the Temecula City Council meeting after the first of the year before construction begins and they will continue their conversations with Temecula.

Chair Berkson replied he hopes it works because if the Commission can avoid building more toll lanes and still get the traffic to be better that would be a success.

**8. INTERSTATE 15 FRANKLIN STREET INTERCHANGE PROJECT COOPERATIVE AGREEMENT WITH THE CITY OF LAKE ELSINORE**

At this time, Commissioner Jeffries moved to approve staff recommendation and Commissioner Speake seconded the motion.

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

- 1) **Approve Cooperative Agreement No. 24-31-023-00, with the city of Lake Elsinore (City) for funding of the plans, specifications & estimate (PS&E) phase of the Interstate 15 Franklin Street Interchange Project, in the amounts of \$9,500,000 from the Western Riverside Council of Governments (WRCOG) local Transportation Uniform Mitigation Fees (TUMF), and \$3,000,000 in local funds from the City, for a total amount of \$12,500,000;**
- 2) **Authorize Commission staff to be the lead agency on behalf of the city of Lake Elsinore, as stated in the terms of Cooperative Agreement No. 24-31-023-00; and**
- 3) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements and future non-funding agreements and/or amendments on behalf of the Commission.**



**9. AMENDMENT TO AGREEMENT WITH FALCON ENGINEERING SERVICES TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR STATE ROUTE 60 TRUCK LANES PROJECT**

Commissioner Jeffries stated if there were no questions, he wanted to make the motion to approve staff recommendation.

Chair Berkson replied he had a question and asked Bryce Johnston, Senior Capital Projects Manager, what is RCTC still doing that they need additional money for this since the project is complete.

Bryce Johnston replied the project is in plant establishment, it has been a very successful project, and it has won several awards already. He explained there is a design issue and with the heavy rains some of that rainwater infiltrated underneath the pavement at the animal crossing and it ended up with a void underneath the pavement, so they did do a temporary fix. Staff is negotiating with Caltrans on that permanent fix, he is requesting this money as RCTC's current contractor is at its end with the funding that is available.

Chair Berkson asked if the issue of the drainage that caused this void something that was a mistake on the build for drainage or was it something that was not captured and just happened.

Bryce Johnston replied there is significant drainage just at this one location and it is their opinion the way the water collects in this low area there is not sufficient drainage to take all the water out, so it has collected and gone underneath the freeway. They did the temporary fix when they were aware of the void and have met with Caltrans to request how they want this area to be while RCTC still has the contractor on board.

Anne Mayer stated this project was designed by Caltrans, so this was a partnership with Caltrans - they did the environmental work and the design and RCTC did the construction. It does not appear that it is a construction quality issue it is more of how they can drain that low area on the freeway. She explained as Bryce Johnston mentioned they are in the plant establishment which means RCTC's contractor needs to take care of all the plants that were planted for two years. Also, the fire that just burned through there it burned a lot of the plants so the contractor is going back and replanting so the project is not done it will have some ongoing work, and this issue should be resolved soon in partnership with Caltrans.

Bryce Johnston stated that Caltrans has granted RCTC relief of maintenance on the entire rest of the corridor only at the animal boxes where they are concerned if their design is right. As Anne Mayer mentioned RCTC does not believe it is a quality issue since all their testing that has been done for pavement for the structural section of roadbed was built per Caltrans' plan.

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

- 1) **Approve Agreement No. 18-31-164-04, Amendment No. 4 to Agreement No. 18-31-164-00, with Falcon Engineering Services Inc. (Falcon) for construction management (CM), services for the State Route 60 Truck Lanes project for an additional amount of \$151,818, and a total amount not to exceed \$17,664,366; and**
- 2) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the amendment on behalf of the Commission.**

**10. AMENDMENT TO AGREEMENT WITH VALI COOPER & ASSOCIATES, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES, MATERIALS TESTING, AND CONSTRUCTION SURVEYING FOR THE INTERSTATE 215/PLACENTIA AVENUE INTERCHANGE PROJECT**

At this time, Commissioner Jeffries moved to approve staff recommendation, Commissioner Speake seconded the motion.

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

- 1) **Approve Agreement No. 18-31-148-04, Amendment No. 4 to Agreement No. 18-31-148-00, with Vali Cooper & Associates, Inc. (Vali Cooper), for construction management (CM) services for the Interstate 215/Placentia Avenue Interchange, in the amount of \$100,560, plus a contingency amount of \$10,056, for an additional amount of \$110,616, and a total amount not to exceed of \$6,551,659;**
- 2) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the amendment on behalf of the Commission; and**
- 3) **Authorize the Executive Director or designee to approve the use of the contingency amount as may be required for the Project.**

At this time, Anne Mayer congratulated and expressed appreciation to Bryce Johnston as he is retiring this week.

**11. EXECUTIVE DIRECTOR REPORT**

Anne Mayer:

- Provided an 241/91 Connector Project status update. She shared these details because when they signed that term sheet one of RCTC's principles was do no harm on the 91 and on I-15 so that congestion relief can be provided so there can be travel time savings. A few weeks ago, Transportation Corridor Agencies (TCA) staff took a presentation to their board saying the project is ready to go that RCTC and OCTA are delaying the project implementation. TCA staff also presented toll rates RCTC or OCTA have never reviewed, and they presented RCTC's \$10 million reimbursement for the work that has already been done as a RCTC cash payment

that RCTC is demanding to be paid \$10 million or RCTC would hold the project hostage. They have a meeting scheduled with Ryan Chamberline, TCA Chief Executive Director, to discuss this matter and she warned the Commissioners they may get calls from elected officials, TCA staff, or TCA lobbyist. RCTC is cooperating and putting their professional expertise to work to ensure the investments made in this County are not lost by the implementation of a project that will do harm. Staff will probably come back to this committee in October 2023 with a detailed presentation in conjunction with the operations agreements as this is a project that needs to have full disclosure. Staff will work very diligently trying to remedy the misinformation that was shared with the full TCA Board.

Commissioner Speake noted he was lobbied by these folks four years ago and made it clear that a very detailed traffic study needs to be done not just for the section they will be impacting but for the entire system. He expressed strong concern for anything that goes into the system past that Green River point, and they also have issues both at McKinley and at Cajalco when there is nowhere else for the traffic to go it is going to come out at Green River which is a big issue. It was mentioned at that meeting repeatedly they would have to show no harm there because as soon as there is a backup at Green River everyone gets off the freeway and it backs up the local streets in Corona basically derailing everything the Commission has done. Regarding the switch to congestion-based pricing tolling they see numbers that are hitting \$3.00 and \$4.00 a mile so they have to do whatever they can to protect that piece. There has been talk about adding a sixth lane at the SR-91 Advisory Committee meetings about that being a future project and if it will not blow up just the general-purpose lanes but the toll lanes as well then that needs to be elevated. He thanked Anne Mayer for the update, and that he has not been contacted again and will reach out to his colleagues in Orange County and ask if they have any questions.

## **12. COMMISSIONER COMMENTS**

- 12A.** Commissioner Lorimore reported on August 23 they had the Limonite Gap Closure Project Groundbreaking Ceremony they had received \$13.5 million from RCTC and thanked RCTC staff that came out. Also, after multiple years the Army Core of Engineers got back to them on a 404 Permit and is excited that is moving forward.

**13. ADJOURNMENT**

There being no further business for consideration by the Western Riverside County Programs and Projects Committee, the meeting was at 2:38 p.m.

Respectfully submitted,

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

Lisa Mobley  
Administrative Services Director/  
Clerk of the Board

# **AGENDA ITEM 6B**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	November 27, 2023
<b>TO:</b>	Western Riverside County Programs and Projects Committee
<b>FROM:</b>	Gary Ratliff, Facilities Administrator
<b>THROUGH:</b>	Erik Galloway, Project Delivery Director
<b>SUBJECT:</b>	Agreement for Janitorial Services for the Commuter Rail Stations and Toll Facilities

**STAFF RECOMMENDATION:**

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

- 1) Award Agreement No. 24-24-005-00 to Ultimate Maintenance Services, Inc. to provide janitorial services for the Commuter Rail stations and toll facilities for a three-year term, and one, two-year option to extend the agreement, in the amount of \$1,057,345, plus a contingency amount of \$105,735, for a total amount not to exceed \$1,163,080;
- 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 the use of the contingency amount as may be required for these services.

**BACKGROUND INFORMATION:**

The Riverside County Transportation Commission (RCTC) possesses ownership and operational oversight of nine Commuter Rail stations and one central operations control center. These facilities include Riverside Downtown, Riverside-La Sierra, North Main Corona, Jurupa Valley/Pedley, West Corona, Riverside-Hunter Park, Moreno Valley/March Field, Perris Downtown, South Perris, and the Riverside Downtown Operation Control Center. The provision of station cleaning and grounds maintenance services assumes a significant role in both attracting Metrolink commuters and safeguarding the Commission's real estate investments.

In its capacity as a toll operator, RCTC presides over the management of the RCTC 91 Express Lanes, inaugurated in March 2017, and the Interstate 15 Express Lanes, which commenced operation in 2020. Within these facilities, RCTC administers three structures, including a storage and maintenance (SAM) building, as well as two adjacent office buildings, one of which functions as the Regional Operations Center (ROC), while the other is occupied by a toll tenant. Additionally, two toll utility buildings (TUBs) are situated within the RCTC 91 Express Lanes.

Janitorial services at these toll facilities necessitate varying intervals, including daily, weekly, and monthly, contingent on the specific facility in question. The ROC and the additional office building necessitate daily janitorial services, while the TUBs located within the existing freeway median require biweekly or monthly maintenance. The SAM building, on the other hand, receives service on an as-needed basis. These janitorial services are crucial for upholding a pleasing aesthetic appearance for customers, fulfilling the operational demands of staff, and preserving the Commission's valuable property assets.

### **Procurement Process**

Staff determined the weighted factor method of source selection to be the most appropriate for this procurement, as it allows the Commission to identify the most advantageous proposal with price and other factors considered. Non-price factors include elements such as qualifications of firm, personnel, and the ability to respond to the Commission's needs for janitorial services for the Commuter Rail stations and toll facilities as set forth under the terms of the Request for Proposals (RFP) No. 24-24-005-00.

RFP No. 24-24-005-00 for janitorial services for the Commuter Rail stations and toll facilities was released by staff on July 27, 2023. The RFP was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Through the PlanetBids site, 34 firms downloaded the RFP; two of these firms are in Riverside County. A pre-proposal conference was held on August 8, 2023, and attended by five firms. Staff responded to all questions submitted by potential proposers prior to the August 17, 2023, clarification date. Three firms – Base Hill, Inc. (Santa Fe Springs); Premier Property Preservation (West Hills); and Ultimate Maintenance Services, Inc. (Lawndale) – submitted a proposal prior to the 2:00 p.m. submittal deadline on August 31, 2023. Utilizing the evaluation criteria set forth in the RFP, the proposal was evaluated and scored by an evaluation committee comprised of Commission and Bechtel staff.

As a result of the evaluation committee's assessment of the written proposals, the evaluation committee recommends contract award to Ultimate Maintenance Services, Inc. to perform janitorial services for a three-year term, with one, two-year option to extend the agreement, in the amount of \$1,057,345, plus a 10 percent contingency amount of \$105,735, for a total amount not to exceed \$1,163,080, as this firm earned the highest total evaluation score. Contingency work, which will be subject to Executive Director or designee approval, includes additional janitorial service needs and as a need to support any special events or programs the Commission participates in and has executive director's approval.

The overall evaluation ranking, based on highest to lowest total evaluation score, and the total price are presented in the following table.



Firm	Price	Overall Ranking
Ultimate Maintenance Services, Inc.	\$ 907,345*	1
Base Hill, Inc.	1,209,384	2
Premier Property Preservation	41,860,652	3


\*\$150,000 is being added to cover supplies/materials for a total amount of \$1,057,345

Due to the wide disparity in proposal prices, staff contacted the second and third place bidders to gain an understanding of their proposal prices. Factors that contributed to their prices were unfamiliarity with the stations and toll facilities, amount of labor perceived to perform the work, pricing based on acreage of stations instead of actual work to be performed.

In addition, staff analyzed the proposals closely, to make sure the scope of work was clear in the RFP, and that the proposal results are valid. The following factors contribute to the recommendation to award the contract as proposed to the No. 1 ranked firm:

- The same information was available to all proposers;
- A pre-proposal meeting was held to answer any questions the proposers had, at which all potential proposers were urged to visit the rail stations and were told to review the site map of the toll facilities in the RFP;
- Questions submitted by potential proposers during the proposal process did not indicate that the RFP was confusing or misunderstood; and
- The prices submitted by the low offeror are comparable to current prices the Commission pays for those services.

The Commission's model professional services agreement will be entered into with Ultimate Maintenance Services, Inc. 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 firm and minimize costs to the Commission.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2023/24 FY 2024/25+	Amount:	\$232,616 \$930,464
Source of Funds:	Measure A, Toll Revenues, Grants			Budget Adjustment:	No
GL/Project Accounting No.:	244XXX 73317 00000 0000 265 24 73301 009199 73317 00000 0000 591 31 73301				
Fiscal Procedures Approved:				Date:	11/14/2023

Attachment: Draft On-Call Janitorial Services Agreement No. 24-24-005-00



**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
ROUTINE AND ON-CALL  
JANITORIAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Riverside County Transportation Commission (“Commission”) and Ultimate Maintenance Services, a Corporation with its principal place of business at 4237 Redondo Beach Blvd, Lawndale, CA 90260 (“Contractor”). Commission and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

2.1 Commission is the Transportation Commission for the County of Riverside and organized under the laws of the State of California with the power to contract for services necessary to achieve its purpose.

2.2 Commission owns and operates nine (9) commuter rail stations and one transit center serving Riverside County, the addresses and descriptions of which are set forth in Exhibit “A”, attached hereto and incorporated herein by reference (“Commuter Rail Stations”).

2.3 On or about July 27, 2023, Commission issued a Request for Proposals No. 24-24-005-00 (“RFP”), pursuant to which Commission sought proposals from contractors to provide routine and on-call janitorial services.

2.4 Contractor desires to perform and assume responsibility for the provision of certain routine and on-call janitorial services required by Commission on the terms and conditions set forth in this Agreement.

2.5 The work generally includes janitorial services for the Commission owned commuter rail stations and toll facilities. Contractor represents that it is a professional Contractor, experienced in providing routine and on-call janitorial services to public clients, is familiar with the plans of Commission and is licensed in the State of California.

2.6 On-call janitorial services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be authorized by Commission as further described in this Agreement (“Task Order”).

2.7 Commission desires to engage Contractor to render such services on a routine and an on-call basis as further detailed in this Agreement. Routine janitorial services shall be as set forth in Exhibit "A", attached hereto and incorporated herein by reference. On-call janitorial services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein. The routine services set forth in Exhibit "A" and each individual project ordered under a Task Order shall be referred to, herein, collectively, as the "Project".

### **3. TERMS.**

#### **3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work, as necessary, to fully and adequately provide the routine janitorial services as set forth in Exhibit "A" and any on-call janitorial services required by Commission, as shall be set forth in a Task Order, collectively referred to herein as the "Services". On-call Services shall be more particularly described in the individual Task Orders issued by the Commission's Executive Director or designee. No on-call Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "D". 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.

3.1.2 Term. The term of this Agreement shall be from December 1, 2023 to November 30, 2026, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

#### **3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Commission retains Contractor on an independent contractor basis and not as an employee. Contractor 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 Contractor shall also not be employees of Commission and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

### 3.2.2 Schedule of Services.

(A) Routine Services. Contractor shall perform the routine janitorial Services expeditiously, within the term of this Agreement.

(B) Task Orders; Commencement of Services; Schedule of Services. On-call Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization.

Consultant shall perform the on-call Services expeditiously, in accordance with the Schedule of Services set forth in a Task Order.

(C) Conformance to Schedule. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with the conditions detailed herein. In order to facilitate Consultant's conformance with the Schedule, Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.4 Commission's Representative. The Commission hereby designates Executive Director, or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's Representative shall have the power to act on behalf of the Commission for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the Commission's Representative or his or her designee.

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

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

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibit "A" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the Commission will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the Commission. If Contractor disputes the Commission's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Commission, Contractor shall be solely responsible for all costs arising therefrom. Commission is a public entity of the State of California subject to, among other rules and regulations, the Public Utilities Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a county transportation commissions are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing

wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold Commission, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the Commission or its representatives for inspection and copy at any time during normal business hours. The Commission shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the Commission to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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

3.2.10.5 Equal Opportunity Employment. Contractor 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, handicap, 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. Contractor shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify Commission against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the Commission's rules regarding discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or Commission to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the Commission, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the Commission, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them



without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Commission, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, Commission will provide Contractor with a list of training programs that meet the requirements of this paragraph.

### 3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor 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, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

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

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

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *if Contractor has an employees, Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor 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 contractors coverage.

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

(iii) The policy shall give the Commission, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

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

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

(C) Workers’ Compensation and Employers Liability Coverage.

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

(ii) The insurer shall agree to waive all rights of subrogation against 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 Contractor. The Contractor hereby waives any such rights of subrogation that the Contractor may have, and shall obtain a similar waiver from any subcontractors.

(D) Reserved.

(E) All Coverages.

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

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

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

(iv) Contractor shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Contractor shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Contractor shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to 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. Contractor shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Contractor shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and

obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, 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 Contractor or Commission will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.

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

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

3.2.11.4 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, Contractor 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 Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

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

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

3.2.11.7 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors or subcontractors 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 subcontractors shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If

requested by Contractor, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subcontractors.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

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

3.2.14 Additional State Law Requirements.

Displaced Janitor Opportunity Act. If applicable, Contractor agrees to retain, for a 60-day transition employment period, employees who have been employed by the terminated Contractor or its subcontractor as required in Sections 1060 and 1061 of the California Labor Code pertaining to the Displaced Janitor Opportunity Act.

Property Service Workers Protection Act. Contractor agrees to comply with the provisions of the Property Service Workers Protection Act set forth in Labor Code §§ 1420 et seq. to the extent applicable.

### **3.3 Fees and Payments; Labor Code Requirements.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement, including all Task Orders issued pursuant to this Agreement shall not exceed One Million, Fifty-Seven Thousand, Three Hundred Forty-Five Dollars (\$1,057,345). The total compensation per Task Order shall be set forth in the relevant Task Order, and shall not exceed said amount without the written approval of the Commissioner's Executive Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to Commission a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Commission shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Commission, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Payroll Records. In accordance with the requirements of California Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information

required by such forms. Responsibility for compliance with California Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours.

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

3.3.8 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, Contractor 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 Contractor or any sub-contractor for the employment and training of apprentices. Upon issuance of this certificate, Contractor and any sub-contractor 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 Contractor.

3.3.9 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Contractor or the Services are not subject to the Eight-Hour Law. Contractor shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-contractor under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Contractor or the Services are not subject to the Eight-Hour Law.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. Commission may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to Commission, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

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

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

### **3.5 General Provisions.**

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

**CONSULTANT:**  
Ultimate Maintenance Services  
  
4237 Redondo Beach Blvd  
Lawndale, CA 90260  
Attn: Claudia Salomon

**COMMISSION:**  
Riverside County  
Transportation Commission  
4080 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501  
Attn: Executive Director

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

#### **3.5.2 Indemnification.**

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Commission, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, contractors or agents in connection with the performance of the Services, the Project, this



Agreement or any Task Order, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor'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 Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of Commission's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against Commission or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse Commission for the cost of any settlement paid by Commission or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Commission's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse Commission and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Commission, its officials officers, employees, agents, or volunteers.

3.5.3 Governing Law: Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Commission. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Commission.

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

3.5.5 Commission's Right to Employ Other Contractors. Commission reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor 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. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to Commission include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the Commission's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

3.5.18 Federal Provisions. If funding for the Services is provided, in whole or in part, by the Federal Transportation Administration (“FTA”) Contractor shall also fully and adequately comply with the provisions included in Exhibit “C” (Federal Requirements) attached hereto and incorporated herein by reference (“Federal Requirements”). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

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

**SIGNATURE PAGE FOR ROUTINE AND ON-CALL JANITORIAL SERVICES  
AGREEMENT**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first set forth above.

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

**ULTIMATE MAINTENANCE SERVICES**

\_\_\_\_\_  
Anne Mayer, Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

*Approved as to form:*

Contractor's License

Number: \_\_\_\_\_

Classification: \_\_\_\_\_

Best Best & Krieger LLP

ATTEST:

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

## EXHIBIT “A” - SCOPE OF SERVICES

DRAFT

## STATEMENT OF WORK

### Commuter Rail Stations

The Contractor shall provide complete cleaning, grounds cleaning, and janitorial services of the Metrolink station properties owned and managed by the Riverside County Transportation Commission (Commission), including the Riverside Downtown Station and Eastside Parking lot, the Pedley/Jurupa Valley Station, the La Sierra Station, the West Corona Station, North Main Corona Station, Hunter Park Station, Moreno Valley Station, Perris Multimodal Station, South Perris Station, and the Riverside Downtown Control Center.

Property information for commuter rail stations are as follows:

Location	In Service Date	Size
Riverside Downtown 4066 Vine Street, Riverside	June 1993	26.5 acres
Pedley/Jurupa Valley 6001 Pedley Road, Jurupa Valley	June 1993	4.5 acres
La Sierra Metrolink and RTA Bus Depot Lots A&B 10901 Indiana Avenue, Riverside	October 1995	24.69 acres
West Corona 155 South Auto Center Drive, Corona	October 1995	5.49 acres
North Main Corona 250 East Blaine Street, Corona	November 2022	6.72 acres
Perris Multimodal 121 South C Street,	June 2016 (bus transit center opened 2010)	5.5 acres

Perris		
Riverside-Hunter Park/UCR  1101 Marlborough Avenue, Riverside	June 2016	9.35 acres
Moreno Valley/March Field  14160 Meridian Parkway, Riverside	June 2016	14.47 acres
Perris South  1304 Case Road, Perris	June 2016	40.57 acres
Riverside Downtown Operations Control Center  4344 Vine Street, Riverside	April 2016	3,000 square feet

Contractor is required to maintain the work sites in a safe, attractive and usable condition.

The Contractor shall be responsible for providing all necessary equipment, materials, tools, transportation, supplies, cleaning chemicals and other items needed to do the cleaning and grounds maintenance as directed herein.

The Contractor shall use only cleaning chemicals and equipment that will not damage paint or other surfaces and the Contractor shall be fully responsible for repairing or replacing all property damaged by such cleaning activities. A wet floor sign and other appropriate signs shall be placed on the platform, walkways and bridges during wet mopping, steam cleaning and other hazardous activities and shall remain until the hazard condition is removed.

## **Services for the Commuter Rail Stations**

### **A. SCHEDULING OF WORK**

1. The Contractor shall accomplish all routine cleaning and janitorial services required under this contract between the hours of 6:00 a.m. and 6:00 P.M., Monday through Friday. The Property Manager may grant, on an individual basis, permission to perform cleaning and janitorial services at other hours. The Contractor shall establish a schedule of routine work to be followed in the performance of this contract. A copy of this schedule shall be provided to and approved by the Property Manager.

The Contractor shall conduct the work at all times in a manner which will not interfere with pedestrian traffic on adjacent sidewalks or bridges or vehicular traffic on adjacent streets.

### **B. WORK FORCE**

1. The Contractor is expected to improve upon the appearance of the station grounds.
2. The Contractor shall insure that all work is supervised by Contractor employed supervisory personnel who are technically qualified and possess management skills.
3. The Contractor shall insure that all work is performed by fully qualified, experienced personnel, directly employed by the Contractor.
4. The Contractor shall be responsible for the skills, methods, appearance and action of Contractor's employees and for all work done. The Contractor's employees shall be U.S. Citizens or legal residents.
5. The Contractor shall provide appropriate clothing for employees including shirts identifying the name of contractor in a visible location.
6. The Contractor shall perform the work provided for in this contract under the direction of the Property Manager or his or her designated representative. The Property Manager or his or her representative may make inspections at any time and may request that the Contractor perform additional work or services to bring Contractor's performance to the level required by the agreement.
7. The Contractor shall correct discrepancies and deficiencies in the work immediately as determined by the Property Manager.

### **C. SAFETY**

1. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property.
2. Contractor shall submit to RCTC their company Safety Plan prior to work.
3. Contractor shall ensure that their employees are provided with and utilize the proper Personal Protective Equipment (PPE) while performing the work.
4. Contractor shall designate at least one ( 1) Safety Representative acceptable to RCTC, provided that acceptance may be withdrawn at any time, who shall be



responsible for ensuring that the Work is performed in accordance with the requirements set forth in the Agreement, the Contractor's Safety Plan, and all applicable laws and regulations.

5. Contractor shall have at least one individual on site who is First Aid and CPR trained. The individual shall be identified, and the contractor will provide copies of their safety training certifications.
6. The Contractor shall post and ensure all employees are aware of the name, location, phone numbers of local doctors, hospitals, ambulance services, and emergency services that they contact in the event of an on-site emergency.
7. Contractor shall ensure that all employees have received Blood borne Pathogens Training: Preventing Disease Transmission.
8. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.
9. In carrying out its Work, the Contractor shall at all times follow 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.

#### **D. STORM WATER POLLUTION PREVENTION PROGRAM (SWPPP)**

1. Contractor shall ensure that all employees are trained and are aware of the following Site-Specific Storm Water Pollution Prevention Requirements:
  - a. No discharge of fertilizers, pesticide, and wastes into street or storm drains;
  - b. No blowing or sweeping debris into street or storm drains;
  - c. No hosing down of the parking lot;
  - d. No vehicle washing or maintenance on site;
  - e. Close dumpster lids at all times;
  - f. No disposing of wash water into street or storm drains.
  - g. Remove all foreign objects (leaves, cans, cigarette butts, paper etc. from in front of drainage inlets and gutter areas.
2. The Contractor must provide annual refresher training on the Site-Specific Storm Water Pollution Prevention Requirements.
3. The Contractor shall document the training on the attached Site-Specific Storm Water Pollution Prevention Training Log and provide it annually to RCTC. Form included in Attachment A.

#### **E. CLEANING PRODUCTS/CHEMICALS**

1. Contractor shall provide a list of all cleaning products/chemicals that are proposed to be used on the project. This list will need to be submitted to RCTC for review and approval, prior to use of the cleaning products/chemicals.
2. Contractor shall provide Material Safety Data Sheets (MSDS) for all cleaning products and chemicals that are to be used on the project.

3. Contractor shall ensure the field crews carry copies of the MSDS for all cleaning products or chemicals they have while on-site.
4. Contractor is encouraged to use Bio-degradable or environmentally friendly cleaning product/chemicals
5. Contractor shall ensure that all employees are properly trained in the use and handling of the approved cleaning products/chemicals.
6. Contractor shall ensure that all employees utilize the proper Personnel Protective Equipment (PPE) as specified by the cleaning product/chemical or the Contractor's safety plan, whichever is most stringent.

## **Routine Cleaning Services**

All routine cleaning shall be performed to the satisfaction of the Property Manager. Routine cleaning shall include but not be limited to the following services at the Metrolink Stations:

### **A. STATION CLEANING (per schedule cleaning)**

1. All ticket vending machines, validates, kiosks, benches, trash receptacles, pole structures, security tower offices, signs, drinking fountains and soda vending machines shall be thoroughly dusted and cleaned.
2. Trash receptacles shall be emptied and re-lined. In the event that the Property Manager determines that the trash receptacles require emptying on more than a weekly basis, Contractor shall provide mid-week emptying and re-lining of trash receptacles at no extra cost to the Commission. Contractor to dispose of the collected trash at each Station's dumpster.
3. All recycle bins shall be emptied and re-lined. Contractor is responsible for disposing recycled products appropriately.
4. All station platform floors, including walkway ramps, pedestrian bridges, elevators and stairways, shall be swept to remove trash and other spillage. These areas shall be wet mopped when necessary.
5. All walls, partitions, windows and doors shall be spot cleaned.
6. All handrails on walkways, stairways and handicap ramps shall be dusted and wiped clean.
7. All walkways shall be spot cleaned and shall have grease and other residue removed.
8. All litter and debris shall be removed from platforms, parking lots and planter areas.
9. Areas shall be cleared of birds' nests and bird droppings.
10. Contractor shall be prepared to clean up and disinfect platform floors, walkway ramps, pedestrian bridges, elevators, walls, windows, handrails, handicap ramps, and stairways due to human and animal urination or defecation.
11. Contractor shall be prepared to clean up and disinfect areas due to biological spills (blood) and properly dispose of any materials used in the cleaning process.
12. Clean bicycle enclosure, buildings, storage, lids, etc.

13. Clean all guard sheds and storage buildings at each station including trash enclosure areas.
  14. Pick up trash in parking lots and landscape areas (Commerce Street is considered part of the Riverside Downtown station)
  15. Clean port-a-potties at each station.
- \*\*\*\*\* Commerce Street Lot is part of the Riverside Downtown station work

## B. STATION CLEANING SCHEDULE

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Stations</b>							On Call
<b>Riverside Downtown</b>	x		x		x		On Call
<b>Operations Control Center</b>	x		x		x		On Call
<b>Pedley/Jurupa Valley</b>		x		x		x	On Call
<b>La Sierra -A</b>	x		x		x		On Call
<b>La Sierra-B RTA Bus Depot</b>	x		x		x		On Call
<b>North Main Corona</b>	x		x		x		On Call
<b>West Corona</b>	x		x		x		On Call
<b>Hunter Park UCR</b>		x		x		x	On Call
<b>Moreno Valley/March Field</b>		x		x		x	On Call
<b>Perris Downtown</b>		x		x		x	On Call
<b>South Perris</b>		x		x		x	On Call

## C. ADDITIONAL WEEKLY CLEANING AT RIVERSIDE DOWNTOWN STATION, PERRIS MULTIMODAL, RIVERSIDE DOWNTOWN OPERATIONS CENTER AND NORTH MAIN CORONA STATION

1. Clean restroom including sink, toilet, fixtures and walls.
2. Mop floor.
3. Empty trash receptacle.
4. Replenish paper products including toilet paper and paper towels.

## D. ADDITIONAL WEEKLY CLEANING AT RIVERSIDE DOWNTOWN STATION, RIVERSIDE LA SIERRA STATION, NORTH MAIN CORONA STATION, AND WEST CORONA STATION

1. Clean elevator floors, walls, doors and control panels.
2. Sweep and clear debris from stairways and pedestrian bridge.
3. Clean inside surfaces of bridge windows.

4. Clean/wipe down inside of bridge windows
5. Ceiling bridge cleaning. The bridge ceiling surface shall be wiped down along with the light fixtures and its cover.

### **On-Call Services**

On-Call Services include but are not limited to:

Respond to emergency cleaning needs within 2-hours

(Example: Human and animal waste removal, broken glass, debris removal, and Holiday cleanings, carpet cleaning in Operational Control Center, wax floors)

### **Extraordinary and New Cleaning Services**

Extraordinary cleaning may be required pursuant to the terms of the contract for cleaning and grounds maintenance services.

Additional routine cleaning may be required as set forth in the contract. Payment for add-on cleaning shall be based on the square footage of added area.

### **Toll Operations Facilities**

The Contractor shall provide complete janitorial services of the Commission properties owned and managed by the Commission, including two Toll Utility Buildings (TUB's), Storage and Maintenance Facility (SAM), 291 Corporate Terrace Circle Facility, and the 301 Corporate Terrace Circle Facility. Contractor is required to maintain the work sites in a safe, attractive and usable condition. Start dates for facilities to be determined.

Square footage for each toll facility is as follows:

Toll Utility Building (TUB) 1:	416 square feet
Toll Utility Building (TUB) 2:	416 square feet
Storage and Maintenance Facility (SAM):	
Office Area:	3,462 square feet
Warehouse/Loft Area:	7,956 square feet
291 Corporate Terrace Circle Facility:	9,382 square feet
301 Corporate Terrace Circle Facility:	6,579 square feet

### **Services for the Toll Operations Facilities**

TUB 1 & TUB 2 are located within the 91 Express Lanes East of the 71 Interchange. Access to these facilities require entry at Express Lanes entrances, SR-91 WB from McKinley, I-15 NB from Ontario, and SR-91 EB from Gypsum Canyon.

## **TUB 1**

**This building is 400 sqft and has one restroom.**

Contractor shall provide complete janitorial service for the cleaning of **TUB 1 once per month**. Crew/team must have knowledge and ability to enter and exit highway areas of construction and medians safely. Service vehicle to and from TUB'S shall possess advance warning detection of emergency lights or rotator.

Work to include:

1. Empty all trash receptacles and replace trash liners
2. Dust and wipe down all surfaces
3. Clean windows
4. Sweep and mop floors
5. Clean restroom including sink, toilet, and fixtures
6. Spot clean walls, partitions and doors, clean/sanitize door handles
7. Sweep entrance
8. Wipe down all rails
9. Remove debris around building area

## **TUB 2**

**This building is 400 sqft and has one restroom.**

Contractor shall provide complete janitorial service for the cleaning of **TUB 2 twice per month**. Crew/team must have knowledge and ability to enter and exit highway areas of construction and medians safely. Service vehicle to and from TUB'S shall possess advance warning detection of emergency lights or rotator.

Work to include:

1. Empty all trash receptacles and replace trash liners
2. Dust and wipe down all surfaces, light fixtures, vents
3. Clean windows- Monthly

4. Sweep and mop floors/ Vacuum areas
5. Clean restroom including sink, toilet and fixtures, also supplies, (toilet paper, paper towels, etc. Store extra supplies
6. Spot clean walls, partitions and doors
7. Sweep entrance
8. Wipe down all rails and clean/sanitize door handles
9. Remove debris around building area

### **Storage and Maintenance (SAM) Facility**

120 North Joy Street, Corona CA

The facility consists of a warehouse area of 7,956 sqft, which has four office spaces. The building office area is 3,462 sqft and has eight office spaces, two commons areas, and three restrooms (each with one stall each). These areas are subject to change, but the overall square footage will remain.

Provide complete janitorial service for the cleaning of SAM Facility **office area twice a week** and **warehouse area once a week**.

Work to include:

1. Empty all trash receptacles and replace trash liners
2. Dust and wipe down all surfaces, light fixtures, vents, and doors, internal and external
3. Clean windows- Monthly
4. Sweep and mop floors/ Vacuum carpet and rug areas
5. Clean restroom including sink, toilet and fixtures
6. Spot clean walls, partitions and doors
7. Sweep entrance and walkways
8. Wipe down all rails and door handles
9. Remove debris around building area
10. Replenish all paper products
11. Clean kitchen area including sink and fixtures

12. Outside windows- Quarterly
13. Pressure wash all walkways- Quarterly

### **291/301 Corporate Terrace Facilities**

Corporate Terrace Circle, Corona CA

### **291 Regional Operations Center (ROC) and 301**

Provide complete janitorial service for the cleaning of 291 and 301 Facility daily.

The regional operations center (291 facility) includes two separate areas of the building. One side for the Riverside County Transportation Commission staff, which includes 4 office spaces, 2 cubicles, 1 common area, and 1 conference room. The other side is for the tenant Kapsch, which includes, 1 server room, 3 conference rooms, 12 office spaces, 1 storage room, 1 kitchen, 2 restrooms (3 stalls in each), and 1 shared area with 30 cubicles. These areas are subject to change, but the overall square footage will remain.

The customer service center (301 facility) includes two separate areas of the building. One side for the Customer Service area which includes, one restroom (1 stall) and a storage room, reception and waiting room area, customer service desk area for around eight workers. The other side is for the tenant CUSA, which includes, 1 server room, 1 storage room, 1 conference room, 1 training room, 5 office spaces, 1 kitchen, 2 restrooms (3 stalls in the women's and 2 in the Men's), and 1 shared area with 30 cubicles. These areas are subject to change, but the overall square footage will remain.

Work to include:

#### **Entrance and Lobby Areas**

##### **Daily**

1. Remove trash from receptacles, replace liner, spot clean receptacle
2. Vacuum carpeting and matting also vacuum behind the counter and under the desks
3. Clean both sides of glass doors and adjacent windows, wipe frames
4. Spot clean walls, light switches and partition glass
5. Dust mop / wet mop hard surface flooring
6. Clean and sanitize countertops
7. Sanitize door handles
8. Wipe down plastic partitions

### Weekly

1. Clean door jambs and polish thresholds
2. Dust HVAC ventilation grills
3. Vacuum upholstered furniture

### Monthly

1. Dust all walls, doors, window frames above six feet
2. Dust HVAC ventilation grills
3. Vacuum/dust window coverings

### All Office Areas, Meeting/Conference Rooms and Hallways

#### Daily

1. Remove trash, replace liner, and spot clean receptacle
2. Remove recycle trash per company schedule
3. Vacuum carpeting wall to wall
4. Dust mop / wet mop hard surface flooring
5. Dust all accessible baseboards
6. Dust all furniture and fixtures
7. Dust all walls, light switches, window frames above six feet
8. Spot clean walls, light switches, doors, and window frames
9. Spot clean carpeting when needed
10. Clean and polish drinking fountains, coffee machine area
11. Clean and sanitize conference table and credenzas
12. Sanitize door handles

### Weekly

1. Clean and sanitize call center cubicle surfaces



2. Clean and sanitize office desks

#### Monthly

1. Dust /vacuum window coverings
2. Dust HVAC ventilation grills
3. Vacuum upholstered furniture
4. Clean the windows from the inside

#### Break and Kitchen Areas

##### Daily

1. Remove trash, replace liners, and spot clean receptacles
2. Dust mop / wet mop all hard surface flooring
3. Vacuum and dust mop/wet mop all hard surface flooring,
4. Dust furniture, fixtures
5. Clean and sanitize counter tops, cabinets, tables and chairs
6. Clean table bases and chair legs
7. Spot clean walls, light switches and doors
8. Dust and clean vending machines

##### Monthly

1. Clean the windows from the inside
2. Dust/vacuum window coverings

#### Restrooms

##### Daily

1. Remove trash, replace liner and spot clean receptacle
2. Vacuum sweep, and mop with germicidal disinfectant
3. Replenish paper products, hand soap, and feminine napkins
4. Clean and sanitize all toilets, urinals and adjacent wall surfaces
5. Clean and sanitize walls and doors

6. Clean all mirrors, sinks and countertops
7. Clean and sanitize stall partitions, shelves, fixtures / dispensers
8. Dust HVAC ventilation grills
9. Clean, sanitize and polish all metal bright work
10. Pour water in floor drains, add enzymes as needed
11. Clean and sanitize shower areas where applicable
12. Sanitize door handles

#### Server Room

#### Monthly

1. Sweep/dry mop floor; must be coordinated and scheduled with tenant.

The contractor must provide a supplies and materials original invoice receipt with the following markup % for any materials/supplies procured for the areas being maintained and cleaned:

<b>Markup Amount (%)</b>	<b>5%</b>
--------------------------	-----------

#### **Extraordinary and New Cleaning Services**

Extraordinary cleaning may be required pursuant to the terms of the contract for cleaning and grounds maintenance services.

Additional routine cleaning may be required as set forth in the contract. Payment for add-on cleaning shall be based on the square footage of added area.

#### **End of Statement of Work**

**EXHIBIT “B” – COMPENSATION**

DRAFT

**EXHIBIT "B"**  
**COMPENSATION SUMMARY<sup>1</sup>**

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
Ultimate Maintenance Services	Janitorial Services	\$ 1,057,345.00
<i>Sub Consultants:</i>		
<b>TOTAL COSTS</b>		<b>\$ 1,057,345.00</b>

<sup>1</sup> 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 “C” – FTA FUNDING REQUIREMENTS**

DRAFT

## **FTA FUNDING REQUIREMENTS (Non-construction/maintenance work)**

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."

### **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. § 5307(n)(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. 633.17 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 U.S.C. 5302(a)1, 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. Reference 49 CFR 18.39(i)(11).
- d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

#### **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 - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332 and 49 CFR part 21, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed,

national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(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, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), 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. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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.

(c) 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"). This RFP 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. Race-Neutral DBE Submissions and Ongoing Reporting Requirements (Post-Award): At termination of the Contract, the successful Consultant shall complete and submit to Commission a “DBE Race-Neutral Participation Listing” in the form provided by Commission. In the event DBE(s) are utilized in the performance of the Agreement, Consultant shall comply with applicable reporting requirements.

E. Performance of DBE Subconsultants: DBE subconsultants listed by Consultant in its “DBE Race-Neutral Participation Listing” submitted at the time of proposal shall perform the work and supply the materials for which they are listed, unless Consultant has received prior written authorization from Commission to perform the work with other forces or to obtain the materials from other sources. Consultant shall provide written notification to Commission in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

F. 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.

G. 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.

H. 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.

## **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.

**11. Buy America – Not applicable.**

## **12. Employment Provisions**

To the extent applicable to the Services, Consultant shall comply with the following:

- A. Equal Employment Opportunity — Not applicable.
- B. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c) — Not applicable.
- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333) —Not applicable.
- D. 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.

### **13. 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.

### **14. 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.

d. 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. §§ 1251-1387).

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. §§ 1251-1387).

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. Recycled Products**

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.

## **21. SPECIAL PROVISION FOR PROMOTING COVID-19 SAFETY**

**Section 49. Centers for Disease Control and Prevention Order on Requirements for Persons to Wear Masks While on Conveyances and at Transportation Hubs.**



*(a) Compliance with CDC Mask Order.* The Centers for Disease Control and Prevention (“CDC”) Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs (“CDC Mask Order”), applies to this Agreement. One of the objectives of the CDC Mask Order is “[m]aintaining a safe and operating transportation system.” Consultant agrees that it will comply, and will require all subconsultants to comply, with the CDC Mask Order, to the extent the CDC Mask Order remains in effect.

*(b) Enforcement for non-compliance.* Consultant agrees that FTA and RCTC may take enforcement action for non-compliance with the CDC Mask Order, to the extent the CDC Mask Order remains in effect, including: (1) enforcement actions authorized by 49 U.S.C. § 5329(g); (2) referring Consultant to the CDC or other Federal authority for enforcement action; (3) enforcement actions authorized by 2 CFR §§ 200.339 – .340; and (4) any other enforcement action authorized by Federal law or regulation.

## **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 Contractor 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.

**EXHIBIT “D” – CALTRANS FUNDING REQUIREMENTS**

DRAFT

## CALTRANS FUNDING REQUIREMENTS

### 1. Invoices & Payments.

Invoices shall be mailed to Commission's Contract Administrator at the following address, unless otherwise directed in writing by the Commission:

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

Payment shall be made for costs incurred by Contractor in performance of the Services. No advance payment or payment for work not actually performed shall be made under this Agreement.

### 2. Cost Principles and Administrative Requirements.

Contractor 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.

Contractor 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.

Any costs for which payment has been made to Contractor 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 Contractor to Commission.

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

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

4. Accounting System. Contractor and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item

for the Services. The accounting system of Contractor and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

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

#### 6. Equipment Purchase

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

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

Any equipment purchased as a result of this Agreement is subject to the following: Contractor 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, Contractor 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 Contractor elects to keep the equipment, fair market value shall be determined at Contractor'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 Contractor. If Contractor determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the Project.

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

7. National Labor Relations Board Certification.

In accordance with Public Contract Code Section 10296, and by signing this Agreement, Contractor 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 Contractor within the immediately preceding two-year period, because of Contractor's failure to comply with an order of a federal court that orders Contractor to comply with an order of the National Labor Relations Board.

8. Nondiscrimination; Statement of Compliance.

Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that Contractor has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

During the performance of this Agreement, Contractor and its subcontractors 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. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors 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 Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

# **AGENDA ITEM 7**





<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	November 27, 2023
<b>TO:</b>	Western Riverside County Programs and Projects Committee
<b>FROM:</b>	Jeff Dietzler, Capital Projects Manager
<b>THROUGH:</b>	David Thomas, Toll Project Delivery Director
<b>SUBJECT:</b>	Agreement for Project and Construction Management Services for the Interstate 15 Express Lanes Project Southern Extension

**STAFF RECOMMENDATION:**

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

- 1) Award Agreement No. 24-31-004-00 with Parsons Transportation Group Inc. to provide project and construction management (PCM) Services for the Interstate 15 Express Lanes Project Southern Extension (ELPSE) for an eight-year term in the amount of \$78,702,500, plus a contingency amount of \$7,870,250, for a total amount not to exceed \$86,572,750;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the Commission;
- 3) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services; and
- 4) Approve an increase in the Fiscal Year 2023/24 Budget from \$2,000,000 to \$5,364,161.

**BACKGROUND INFORMATION:**

The scope of the I-15 ELPSE is to add two express lanes in each direction on I-15 from Cajalco Road to State Route 74 (Central Avenue). See Figure 1 below for a project location map. The I-15 ELPSE meets a Measure A commitment and is identified in the Commission adopted 10-Year Western Riverside County Delivery Plan 2019-2029.

Currently, the I-15 ELPSE is in the project approval and environmental document (PA/ED) phase with an ED that is anticipated to be an environmental impact report/environmental assessment (EIR/EA). The current schedule projects the EIR/EA will be completed in 2025 with delivery of project improvements by 2030.

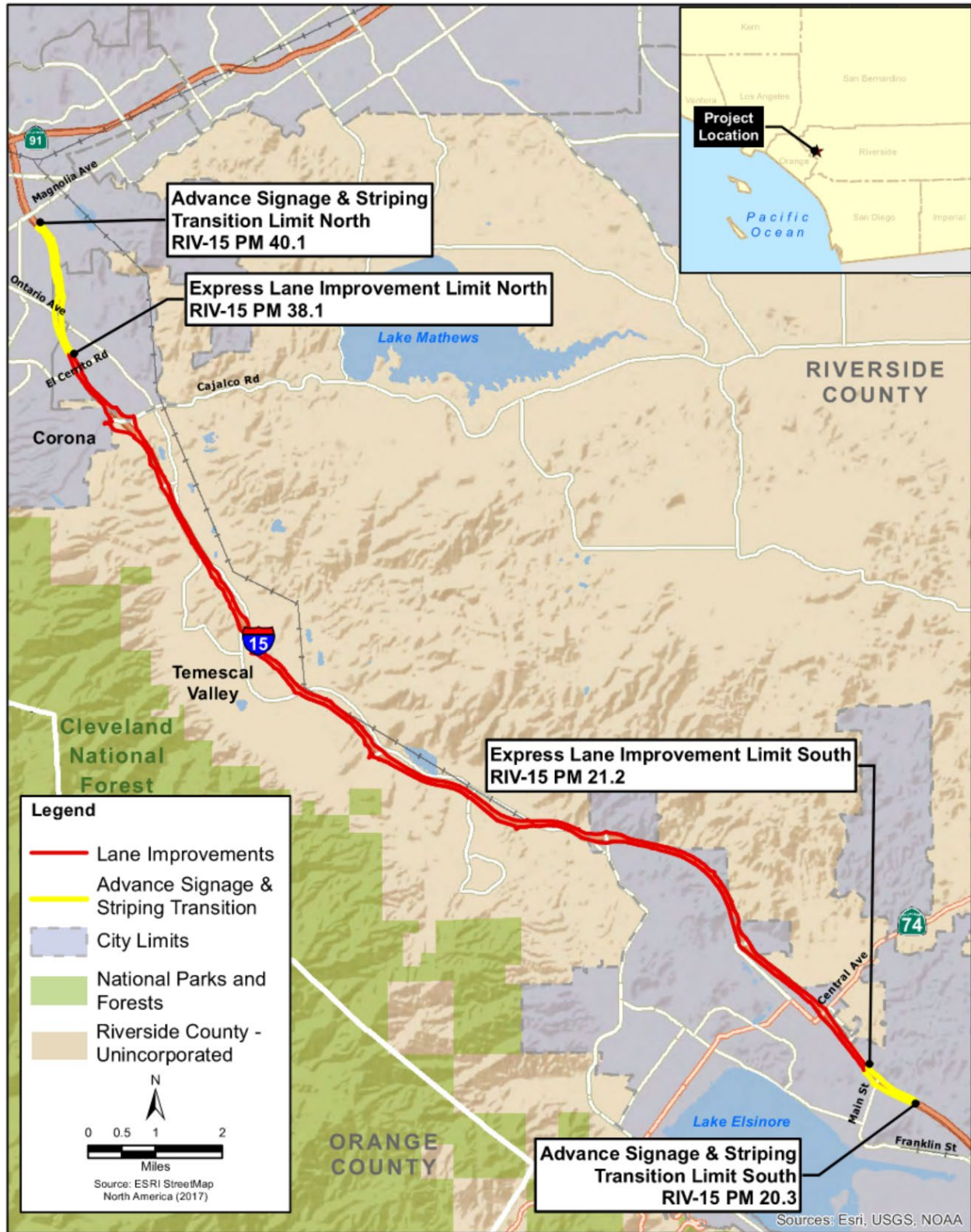


Figure 1: Project Location Map

## **Progressive Design-Build**

It is intended to perform both final engineering and construction of the 15 ELPSE in an integrated fashion utilizing a progressive design-build (PDB) contract in accordance with Senate Bill 617 (recently approved legislation). PDB is an emerging project delivery tool that brings on a design-build contractor earlier into the process providing design-builder's input and innovation before a guaranteed maximum price is negotiated. PDB also allows for greater project delivery flexibility through phased funding and construction likely needed to deliver the 15 ELPSE since the cost is substantial and funding has not been solidified. Staff will be evaluating funding and financing options as part of the PCM effort discussed herein.

## **DISCUSSION:**

On March 27, 2023, the Interstate 15 Ad Hoc Committee approved the use of the PDB delivery method and procurement of PCM services for the I-15 ELPSE project. The PCM firm will provide skilled and experienced professionals to perform engineering, management, construction oversight, and other services. Staff sought the most qualified firm with national resources and experience. These resources will be scaled up or down as needed to meet the staffing needs during the course of this challenging project. Initially, the PCM will develop interagency agreements, support traffic and revenue studies and financial planning, and develop a project delivery plan and a procurement strategy for a progressive design-builder. Once the progressive design-build contract is awarded, the PCM firm will perform engineering plan reviews, inspect materials and construction, and administer the progressive design-build contract. The PCM will also oversee and ensure coordination with the Toll System Provider for the 15 ELPSE.

The schedule for the PCM role on the I-15 ELPSE is as follows:

Develop Agreements/Strategies	Jan 2024 to Summer 2024
Progressive Design-Build Procurement	Summer 2024 to Summer 2025
Progressive Design-Build Implementation	Summer 2025 to 2030

## **Procurement Process**

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

RFQ No. 24-31-004-00 for PCM services for the I-15 Express Lanes Project Southern Extension was released by staff on July 24, 2023. The RFQ was posted on the Commission's Planet Bids website, which is accessible through the Commission's website. Through Planet Bids, 89 firms

downloaded the RFQ; 12 of these firms are located in Riverside County. A pre-submittal meeting was held on August 8, 2023, and was attended by 18 firms. Staff responded to all questions submitted by potential proposers prior to the August 17, 2023, clarification deadline. Three firms – 3D Built (Los Angeles); HNTB Corporation (Ontario); and Parsons Transportation Group Inc. (Ontario) – submitted responsive and responsible statements of qualifications prior to the 2:00 p.m. submittal deadline on September 7, 2023. Based on the evaluation criteria set forth in the RFQ, the firms were evaluated and scored by an evaluation committee comprised of Commission, Caltrans, and City of Lake Elsinore staff.

Based on the evaluation committee's assessment of the written statement of qualifications and pursuant to the terms of the RFQ, the evaluation committee shortlisted and invited two firms (HNTB Corporation and Parsons Transportation Group Inc.) to the interview phase of the evaluation and selection process. Interviews were conducted on October 10, 2023.

The evaluation committee conducted a subsequent evaluation of each firm, based on both written and interview components presented to the evaluation committee by each proposer. Accordingly, the evaluation committee recommends contract award to Parsons Transportation Group Inc. (PTG) for PCM Services for the I-15 ELPSE, as this firm earned the highest total evaluation score.

Subsequently, staff negotiated the scope of services, schedule, and cost from PTG for the PCM services and established a fair and reasonable price. As part of the federal procurement process for architectural and engineering services, the contract is subject to a pre-award audit by Caltrans Audits and Investigations Unit. The proposed cost is \$86,572,750 and may change slightly as a result of the pre-award audit.

Previous sections of this staff report summarize the PCM scope of work and schedule for the contract. Staff tentatively negotiated a base contract value of \$78,702,500, plus a contingency amount of \$7,870,250, for a total amount not to exceed \$86,572,750 for an approximate contract term of eight years.

**STAFF RECOMMENDATION:**


Staff recommends award of Agreement No. 24-31-004-00 for PCM services for the I-15 ELPSE in the amount of \$78,702,500, plus a contingency amount of \$7,870,250, for a total amount not to exceed \$86,572,750. A 10 percent contingency is assumed for these services.

Staff also recommends authorization for the Chair or Executive Director to finalize and execute the agreement for the I-15 ELPSE, and authorization of the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services.

**FISCAL IMPACT:**

Federal funding in the amount of \$67,000,000 has been encumbered for PCM services. Measure A will cover the balance of \$19,572,750 for a total contract value of \$86,572,750.

An amount of \$2,000,000 was included in the FY 2023/24 budget for PCM services. Based upon the negotiated scope and schedule for the PCM services, it has been determined that an additional \$3,364,161 will be needed in FY 2023/24 funded by identified Federal resources.

Financial Information				
In Fiscal Year Budget:	No N/A	Year:	FY 2023/24 FY 2024/25+	Amount: \$5,364,161 \$81,208,589
Source of Funds:	Federal and Measure A		Budget Adjustment:	Yes
GL/Project Accounting No.:	<b>FY 2023-24 Budget Amendment - \$3,364,161 (PCM Services)</b> <i>Revenue:</i> 003044 262 41402 0000 262-31-41401 - \$1,353,787 003044 262 41403 0000 262-31-41401 - \$1,343,554 003044 262 41406 0000 262-31-41401 - \$ 317,035 003044 262 41407 0000 262-31-41401 - \$ 150,634 003044 262 41410 0000 262-31-41401 - \$ 199,151  <i>Expenditure:</i> 003044 81601 00000 0000 262 31 81601 - \$3,364,161			
Fiscal Procedures Approved:			Date:	11/16/2023

Attachment: Agreement No. 24-31-004-00 with Exhibits for Work Scope, Schedule, and Summary of Cost



**PROFESSIONAL SERVICES AGREEMENT  
WITH FHWA FUNDING/ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AGREEMENT WITH  
PARSONS TRANSPORTATION GROUP INC  
FOR  
PROJECT AND CONSTRUCTION MANAGEMENT SERVICES  
FOR THE  
INTERSTATE 15 EXPRESS LANES PROJECT SOUTHERN EXTENSION**

**Parties and Date.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and PARSONS TRANSPORTATION GROUP INC. ("Consultant"), a CORPORATION. The Commission and Consultant are sometimes referred to herein individually as "Party", and collectively as the "Parties".

**Recitals.**

- A. On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").
- B. Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.
- C. On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.
- D. A source of funding for payment for professional services provided under this Agreement is federal funds administered by the California Department of Transportation ("Caltrans") from the United States Department of Transportation pursuant to the following project/program: Congestion Mitigation and Air Quality (CMAQ), Surface Transportation Block Grant (STBG)/ Carbon Reduction Program (CRP).

E. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Project and Construction Management 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 for the Interstate 15 Express Lanes Project Southern Extension ("Project"), as set forth in this Agreement.

## **Terms.**

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

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

3. 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" may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before the Commission will consider approval of this Agreement. The federal aid 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".



#### 4. Caltrans Audit Procedures.

4.1 Consultant and certain 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 24 and 25 of this Agreement.

4.2 During Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA (which may include review by the Independent Office of Audits and Investigations), Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Commission will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by Caltrans.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) – the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

4.3 If Caltrans is unable to issue a cognizant letter per Section 4.2 above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the Caltrans' management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4.4 If the Consultant fails to comply with the provisions of this Section 4, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 4.2 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

4.5 Consultant may submit to Commission final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Commission; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Commission no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement, and all other agreements executed between the Commission and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

## 5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end on **December 31, 2030**, unless extended by contract amendment.

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

5.3 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.

6. 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.

7. Consultant's Representative. Consultant hereby designates Rick Grebner 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.

8. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are as follows: Rick Grebner, Humayan Aziz, Michelle Cooper, Angela Schnapp, Lisa Woodward, Serge Sinevod, Sara Costin Mockus, Pooya Kadkhoda, David Berg, Rick Krebs, and Joe Bollert.

9. Standard of Care; Licenses; Evaluation.

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

by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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

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

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

11.1 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.

11.2 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.

11.3 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.

## 12. Delay in Performance.

12.1 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.

12.2 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.

12.3 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.

13. 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.

14. 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.

15. 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.

16. Claims Filed by Contractor.

16.1 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.

16.2 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.

16.3 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.

16.4 Nothing contained in this Section shall be construed to in any way limit Consultant's indemnification obligations contained in Section 29. In the case of any conflict between this Section and Section 29, Section 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.

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

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

19. Fees and Payment.

19.1 The method of payment for this Agreement will be based on actual cost plus a fixed fee. Commission shall reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the Services. Consultant shall not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant cost proposal attached hereto as Exhibit "C" and incorporated herein by reference ("Cost Proposal") unless additional reimbursement is provided for by a written amendment. In no event shall Consultant be reimbursed for overhead costs at a rate that exceeds Commission's approved overhead rate set forth in the Cost Proposal. In

the event that Commission determines that a change to the Services from that specified in the Cost Proposal and this Agreement is required, the contract time or actual costs reimbursable by Commission shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Section 19.8 shall not be exceeded, unless authorized by a written amendment.

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

19.3 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee of **[\_\_INSERT DOLLAR AMOUNT\_\_]**. The fixed fee is nonadjustable for the term of this Agreement, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

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

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

19.6 Progress payments shall be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee shall be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, Commission shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 21 Termination.

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

19.8 Consultant shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by Commission's Contract Administrator of undisputed, itemized invoices in triplicate. Invoices shall be submitted no later than 30 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement



number and project title. Final invoice must contain the final cost and all credits due Commission including any equipment purchased under the Equipment Purchase provisions of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to Commission's Contract Administrator at the following address:

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

19.9 The total amount payable by Commission including the fixed fee shall not exceed SEVENTY-EIGHT MILLION, SEVEN HUNDRED TWO THOUSAND, FIVE HUNDRED DOLLARS (\$78,702,500).

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

19.11 Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Contract Administrator.

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

## 20. Disputes.

20.1 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.

20.2 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.

20.3 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.

## 21. Termination; Suspension.

21.1 Commission reserves the right to terminate this Agreement for any or no reason upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice.

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

21.3 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.

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

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

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

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

21.8 Consultant may not terminate this Agreement except for cause.

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

22. Cost Principles and Administrative Requirements.

22.1 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.

22.2 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.

22.3 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.

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

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

24. Audit Review Procedures.

24.1 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.

24.2 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.

24.3 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.

25. Subcontracting.

25.1 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.

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

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

25.4 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.

25.5 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).

25.6 Exhibit "C" may also set forth the rates at which each subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the

Commission to Consultant. Additional Direct Costs, as defined in Exhibit "C" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "C". The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

26. Equipment Purchase

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

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

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

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

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

## 27. Labor Code Requirements.

### 27.1 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.

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

27.3 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.

27.4 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

28. Ownership of Materials/Confidentiality.

28.1 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.

28.2 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.

28.3 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.

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

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

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence,

recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

### 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: \$2,000,000 per accident for bodily injury and property damage. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

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 \$1,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

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

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution from the Commission’s 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, 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, 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, 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, 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 (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

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

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

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

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

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

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

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 expenses.

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 as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

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.

As between Consultant and the construction contractors only, the construction contractors shall remain solely responsible for construction safety notwithstanding any safety obligations of Consultant at the jobsite. The foregoing sentence shall not impact nor in any way modify or alter Consultant's indemnity and defense obligations to the Commission, as set forth in Section 29 of this Agreement, not any of Consultant's duties or obligations set forth under this Agreement, including the attached exhibits.

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

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. Consultant agrees to advise Commission of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either Commission or State law.

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

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

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



contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

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

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

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.

39.1 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:

Parsons Transportation Group, Inc.  
3200 East Guasti Road  
Suite 200  
Ontario, CA 91761

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.

40. 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.

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

42. 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.

43. 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.

44. Provisions Applicable When Federal Department of Transportation Funds Are Involved. When funding for the Services 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.

45. 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.

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

47. 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.

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

49. 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.

50. 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.

51. 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.

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

53. 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.

**[Signatures on following page]**

**SIGNATURE PAGE  
TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH FHWA FUNDING/ASSISTANCE**

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

<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>  By: _____ Anne Mayer Executive Director   <i>Approved as to Form:</i>  By: _____ Best, Best & Krieger LLP General Counsel	<b>PARSONS TRANSPORTATION GROUP INC.</b>  By: _____ Signature  _____ Name  _____ Title  <b>ATTEST:</b>  By: _____  Its: _____
---	--

\* A corporation requires the signatures of two corporate officers.

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

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

**EXHIBIT “A”**

**SCOPE OF SERVICES**

**[attached behind this page]**

DRAFT

## **APPENDIX "A"**

### **SCOPE OF WORK**

DRAFT



## **EXHIBIT A**

### **SCOPE OF WORK**

This Scope of Work (SOW) assumes that future work related to the planning, procurement, design, construction, and toll system delivery of the I-15 Express Lanes Project Southern Extension (Project) will be accomplished through up to four primary contracts: Project and Construction Manager (PCM) [subject of this RFQ], Progressive Design-Build (PDB) Legal Advisor, Progressive Design-Build Contractor (PDB Contractor), and a Toll Services Provider. This SOW also uses the terms PDB Contractor and Toll Services Provider throughout to reflect the key relationship between these two specific contracts. At this time, however, this assumption of four primary contracts is preliminary and used in this document simply as a matter of convenience and it is possible that some of these contracts and/or scope items could be combined in the future. Specific decisions as to how the Commission will procure and deliver these future services have yet to be made. Included in this PCM SOW are services to analyze, recommend, and assist the Commission in these future decisions.

The selected Offeror will be required to initiate certain project services. Examples of these project services include preliminary design of some project elements, preliminary utility agreements, right-of-way (ROW) engineering, toll planning documents, etc. Additionally, the selected Offeror may be required to initiate and complete other project services. Examples of these project services include the completion of the 401/404/408/1602 permit processes, the SEMP and Project Management Plan (PMP). Selected Offeror shall work with the Commission to define the project services where such strategies are applicable and beneficial to the Project.

The Offeror shall assist the Commission in the planning; financial planning; procurement of design and construction; and general management and oversight of the Project. The Offeror will provide the Commission with the agreed upon staff, resources, and expertise to manage the Project. The PCM tasks and activities are as described below and in the following sections.

It is the Commission's intent that the Project be delivered with a phased delivery, subject to available state, local, and federal funding sources and include the following major activities:

1. Project Phased Delivery Plan Development, which will analyze and develop the necessary elements to fund, procure, and deliver a phased delivery of the Project via Progressive Design Build (PDB);
2. Investment Grade Traffic and Revenue / Financial Analysis Support, which includes updating Capital and Operations & Maintenance Cost estimates;
3. Grant Planning and Pursuit, which includes identifying federal and state

discretionary funds/grant opportunities, recommending and implementing grant success strategies, and preparing grant winning applications;

4. PDB Procurement, which includes developing the PDB contract in coordination with the Commission's PDB Legal Advisor and all supporting documents/agreements/evaluations in conformance with best industry practices;
5. PDB Phase 1, which includes the administration of the PDB contract and design oversight of the PDB Contractor in developing design submittals and preparation of the Independent Cost Estimates in support of negotiating a Guaranteed Maximum Price (GMP), targeting a Notice to Proceed with Construction as required for each phased work package;
6. PDB Phase 2, which includes the final design and construction Quality Verification of the PDB contractor in accordance with the agreed upon Project Phasing Plan and negotiated GMP requirements;
7. Toll System Coordination, which includes coordinating with the Commission's Toll Operations Department, PDB Contractor and Toll Services Provider for the installation and integration of the Project's on-road toll equipment.

This PCM SOW was written with the intent to describe all planned PCM services to be provided by the Offeror. However, situations may arise where the Offeror will be required to provide additional services not specifically defined in this SOW. The Commission is open to the Offeror's recommendation for additional services that may be required to accomplish the Commission's goals and the Project major activities as described above. The Offeror will be required to provide assistance to the Commission and to provide these additional services to assure the successful completion of the Project.

## **A. Project Management**

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

### **A1. Project Management**

Under the Commission's direction,

- Represent Commission and be the contact for coordination and communication between the Commission and the PDB Contractor. Offeror will be the primary point of contact with Commission on all Project and contract-related matters;
- Plan and conduct meetings, cooperate and coordinate with stakeholder agencies including the California Department of Transportation (Caltrans), Federal Highway Administration (FHWA), Transportation Infrastructure Finance Innovation Act (TIFIA) office, regional agencies, and municipalities;
- Coordinate and oversee Project activities and deliverables performed by the PDB Contractor and other contractors associated with the Project;
- Cooperate and coordinate with other Commission consultants, financial advisors, legal advisors, and contractors to achieve completion of both Project development, regulatory, and related financing activities; and
- Develop, monitor compliance, and maintain a commitment register and log based on the commitments and obligations with Federal, State, and Local agency requirements contained in applicable agreements.

### **A2. Project Administration**

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

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

- Provide general office support at a future co-located office for the PCM, Commission, Caltrans, FHWA, and others as necessary.

### **A3. Project Information and Development of Plans**

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

- Project Information

Obtain and review all available Project information including preliminary engineering, Project reports/briefs, presentations, plans, cost estimates, environmental documents, environmental technical studies, advance planning studies, cooperative agreements and other Project information provided by Commission, Caltrans, and others (Review References for some applicable information to this SOW).

- Major Project Deliverables

In conjunction with Commission staff and its advisors, develop, submit, and obtain approval of the FHWA Major Project deliverables including the Project Phased Delivery Plan, PMP, Cost and Schedule Risk Assessment (CSRA), Initial Financial Plan (IFP), and Financial Plan (FP) annual updates per FHWA and/or Caltrans requirements.

- Project Close-Out Plan

Identify the requirements (both Commission and other) to effectively close-out the PDB Contractor and Toll Services Provider contracts including submittals of all record drawings, progress required to obtain substantial and final completion, necessary documentation, applications, data, submittals, and completion of all reports. Coordinate with the Commission document control for records retention and incorporation into the Commission document control system.

- Other Plans

Prepare other plans identified elsewhere in this SOW. Identify and prepare other plans as necessary to comply with local, state, or federal requirements or as directed by the Commission.

### **A4. Project Safety**

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

- Develop a Project-wide safety program. Provide and implement a Project

oversight site safety plan and provide safety training for all owner oversight personnel on the Project. Provide hard hats and safety vests for all owner oversight personnel who will be working on the Project site;

- Develop the safety requirements that will be included into the PDB Contractor procurement documents including safety manual and training program requirements for all Project personnel, and administration of the PDB Contractor's safety program by a designated safety officer;
- Ensure compliance of the safety program with all federal, state and local laws including those of Occupational Safety and Health Administration, Caltrans, Commission and the local agencies and jurisdictions;
- Review various Project activities and work processes and perform periodic audits to assess general office safety and compliance with current best practices;
- Work with Caltrans to merge its budgeted safety responsibilities with Commission and Offeror and build one effective safety oversight program for the Project. Establish roles and responsibilities, necessary oversight, and reporting requirements;
- Perform safety oversight of the PDB Contractor and Toll Services Provider:
  - Verify implementation of the safety training by the PDB Contractor, Toll Services Provider, all contractors and Project staff, and provide training to office staff as required;
  - Track PDB Contractor and Toll Services Provider proper investigation and reporting of accidents;
  - Monitor the provision of proper safety personnel protective equipment to all PDB Contractor, Toll Services Provider, and other Project personnel as required; and
  - Regularly document or require documents by PDB Contractor of safety meetings with set agendas as conducted by PDB Contractor to document safety understanding and compliance.
- Oversee the investigation of accidents, report to the Commission, and recommend corrective actions to reduce risks and reoccurrence.

#### **A5. Quality Assurance (QA)**

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

- Develop a comprehensive, Project-wide QA program based on the Project scope, assumed construction contracts, stakeholder requirements, and delivery approach of the Project. The QA program shall include the clear delineation of roles and responsibilities between all identified parties related to all design, procurement, installation, and construction activities and the development and maintenance of a quality manual;
- Develop the quality requirements that will be included into the PDB Contractor and Toll Services Provider procurement documents;
- Work with Caltrans to merge its budgeted quality responsibilities with Commission and Offeror in order to build one effective quality oversight program for the Project. Establish roles and responsibilities, necessary oversight, and reporting requirements; and
- Perform quality verification (QVe) during final design, and construction of Project improvements of PDB Contractor and Toll Services Provider, including overseeing compliance with quality control (QC) and quality validation (QVa) requirements, over-the-shoulder reviews, audits of contractor's QC and QVa activities, resolution of audit findings, coordinating with contractor's quality personnel, and providing periodic quality reporting.

#### **A6. Public Outreach**

At the direction of the Commission Public Affairs Department, Offeror shall help the Commission Public Affairs in the development and implementation of public outreach, media affairs, and government relations communication plans for the Project. The communication plans shall provide:

- Develop key clear, concise messages that guide different phases of the Project in English and Spanish;
- Develop key clear, concise messages for print, digital, and online materials that guide different phases of the Project;
- Public information distribution and response to public and media questions about the Project, including for social media to be distributed upon approval by the Public Affairs Manager;
- Public information about tolled express lanes and initial toll facility operations;
- Ongoing communications with staff of public agencies, project partners, and elected officials;
- Ongoing coordination and direction from RCTC Public Affairs as well as city and county adjacent transportation projects teams to identify potential

impacts and conflicts;

- Develop, plan, and staff in-person or virtual public meetings, hearings, open houses industry presentations, and community group presentations, including the preparation of presentation materials;
- Prepare and distribute, as directed by Commission, Project fact sheets, branding items, messaging, and other necessary communication and collateral materials to support Commission's communications obligation and requirements with the agencies and communities;
- Prepare, create, and distribute, as directed by the Commission, digital engagement materials such as social media posts, digital advertising, website messaging, and emerging communications methods;
- Develop and produce public facing videos and other interactive videos for digital engagement channels;
- Lead and/or participate in regularly scheduled PDB meetings including certain technical work groups, preconstruction, and construction related meetings with Commission, PDB Contractor, and Toll Services Provider personnel. Prepare for meetings, as required, to properly organize or support each meeting event;
- Establish, operate, and maintain the Project Public Outreach Plan until an appropriate handoff to the PDB Contractor;
- Oversee operations and maintenance of the Project Public Outreach Plan by the PDB Contractor and ensure that responses and actions required of the PDB Contractor are carried out per contract requirements and direction from Public Affairs. Continue to prepare and respond agency-directed questions and issues received through the Project Public Outreach Plan with approval from Commission Public Affairs Manager, as needed;
- Oversee, monitor, and cooperate in business support meetings by the PDB Contractor, and organize and prepare for such meetings, as requested by Commission, to support the Project's efforts to mitigate issues and disruptions to local businesses due to construction activities;
- Support the Commission in preparing and organizing media and governmental relations media activities, including but not limited to news conferences and elected official tours. Commission Public Affairs will respond to media inquiries, or delegate response via direction from Public Affairs;
- Plan, prepare, and organize, in support of Commission, special events such as "ribbon cuttings" and "ground-breaking" ceremonies;

- Provide reports, meeting organization materials, tables, data, and other forms of communications to present or document activities on the public outreach efforts; and
- Maintain an ongoing database record of all public outreach contacts and responses that will be available for review by RCTC Public Affairs.

#### **A7. Project Support and Other Services**

- Participate in the review of insurance claims involving incidents as it affects the Commission and provide analyses, identify means to mitigate or resolve, and make recommendations for action by Commission;
- Prior to the start of final design and construction, organize, schedule, and conduct a pre-design and construction conference that includes select agencies that will be participating in the Project, as well as the PDB Contractor and Toll Services Provider, in communicating to them the approach and plan to design and construct the Project by the PDB Contractor;
- Identify, define, and implement key Project initiatives that will benefit Commission and the Project by improving work processes and reducing Project costs and resource requirements; and
- Schedule, coordinate, and/or attend meetings, as required, and provide all necessary meeting materials (i.e., agendas, minutes, action items, reports and documents) necessary to support the Project management activities.

#### **A8. Project Funding and Financing**

- Offeror shall serve as the Commission's qualified Independent Cost Estimator responsible for the independent review of the PDB Contractor cost estimate developed during PDB Phase 1 leading to a Guaranteed Maximum Price (GMP); Offeror shall negotiate costs with PDB Contractor for each work package as needed leading to a GMP;
- In coordination with the Commission, traffic and revenue consultants, other engineering consultants, financial advisors, and legal advisors, participate in finalizing the financial approach, participate in internal meetings, prepare and provide information and review and comment to support funding applications, Project financing documents, federal formula (Congestion Mitigation and Air Quality (CMAQ) or Surface Transportation Block Grant (STBG)) approvals, federal e-76 Authorization to Proceed, and other applications and approvals; planned funding sources include Riverside County Measure A sales tax funds, excess toll revenue funds federal formula and discretionary funds, and SB-1 State formula or discretionary funds;



- Offeror shall provide competitiveness and bundling guidance on funding opportunities and develop professional grant proposal packages for discretionary funding opportunities available from federal, state, regional, and private sources. Offeror will update the Project Phased Delivery Plan and Project Funding Plan as discretionary funding sources are successfully awarded and allocated (see Reference 03 and Reference 06);
- Utilizing the Independent Cost Estimator, prepare an initial Project capital and operating cost estimate review in support of developing the Project Phased Delivery Plan. Perform annual updates of the Project program capital cost and operating cost estimates. Prepare major repair and rehabilitation cost estimates. These estimates of costs and revenues support the Commission's financial model that is updated annually (See Reference 09);
- Participate in planning meetings, provide information, prepare materials, and directly participate in formal presentations made to the Commission (Board), FHWA, Caltrans, lenders, and others directly related to project funding and financing;
- Prepare or assist in the preparation of various technical supporting documents or reports related to Project funding and financing, state tolling approvals, or federal tolling approvals that are required by FHWA, Caltrans, investors, and others. Such reports may include the Financial Plan and construction progress reports.

#### **A9. Risk Management**

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

#### **A10. Agency Agreements and Stakeholder Coordination**

- Work with the Commission and its legal advisors to create, develop, negotiate, and execute agency agreements including but not limited to the following:
  - Environmental Mitigation Agreements and Environmental In- Lieu Fee Agreements (various agencies);
  - High Profile Project Agreement (FHWA and Caltrans);
  - Design-Build Cooperative Agreement (Caltrans);
  - Toll Facilities Agreement (Caltrans);
  - Other agency agreements as necessary.
- Offeror shall identify, define, schedule, facilitate and coordinate with stakeholder agencies in support of Project policies, procedures, practices and schedules. Additionally, Offeror shall work through barriers and enhance opportunity for innovations in the timely delivery of the Project, particularly with those commitments and obligations associated with any cooperative agreements between Commission and the respective agency. The respective agencies include but are not limited to the cities of Corona, and Lake Elsinore; the Riverside County community of Temescal Valley (Riverside County TLMA), Riverside County Flood Control and Water Conservation District (RCFCWCD), Caltrans, and FHWA.

## **B. Design Management**

Offeror shall provide day-to-day management of all planning, design review, and oversight activities for the Project including coordinating with stakeholders and affected agencies on technical issues relating to utilities, ROW acquisition, and environmental mitigation. Coordinate PDB Contractor design and construction activities with those of the Toll Services Provider as described in Section C, Tolling Services.

Offeror shall coordinate with the Commission to develop the Request for Proposals (RFP) Technical Provisions and participate in the evaluations of the PDB Contractor and Toll Services Provider submitted documents and provide technical selection recommendations for the following Design management activities:

### **B1. Design Management**

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

### **B2. Design Support**

- The Offeror shall organize and consolidate the design concept drawings to be provided as part of the RFP documents. The basis for the design concept drawings shall be the drawings provided by the Commission's Project Approval/Environmental Document (PA/ED) Consultant;
- Review of all available Project data and information, including Project reports, plans, estimates, technical and planning studies, cooperative agreements, environmental documentation and other Project information as provided by Commission, Caltrans, and other stakeholder agencies (See References 01 through 13);
- Review and understand the Geometric Approval Drawings (GAD's) (Reference 01 and Reference 12), the Design Standards Decision Document (Reference 02), and other documents developed by the Commission's PA/ED Consultant. Evaluate the possibility of maximizing the Project express lanes lane-miles, while taking into consideration Project geometry, cost, ROW, design exception impacts, ingress/egress assumptions, CHP turnarounds, Toll Services Provider tow truck staging areas, etc. Provide a written evaluation and recommendation to the Commission;
- Review and evaluate the Materials Report (MR) and pavement Life Cycle Cost Analysis (LCCA) developed by the Commission's PA/ED Consultant;

Review and evaluate the Noise Study Report (NSR), Noise Analysis Decision Report (NADR), and other documents developed by the Commission's PA/ED Consultant. Perform additional soundwall design to further define the soundwall scope of work for the future PDB RFP, identify necessary property interests needed to construct the soundwalls, identify possible conflicts with soundwall construction, and estimate soundwall costs;

- Provide engineering support for further definition and refinement of ROW lines to develop ROW requirements for negotiated and eminent domain acquisition of Project ROW;
- Prepare and submit encroachment permit applications for surveying, geotechnical investigations, and construction. These may include, but are not limited to local agency Encroachment Permits, Flood Control Encroachment Permit, and Facility Relocation Permits;
- Provide preliminary design as requested by the Commission to support high risk project elements, such as utilities, necessary to support the PDB delivery schedule;
- Review PDB Contractor Computer-Aided Design and Drafting (CADD) protocol and document PDB Contractor compliance to contract documents and Caltrans standards and requirements;
- Monitor compliance and take corrective actions to submittal procedures, cycles, and review time frames for the processing, review, and approval of all submittals by Commission, Caltrans, and stakeholder agencies in compliance with the PDB contract (See Reference 11 for draft Project Charter agreement between the Commission and Caltrans used during the PA/ED phase);
- Represent Commission with Caltrans and the PDB Contractor on all engineering issues and facilitate Commission's approval. Facilitate other agency reviews/approvals of Project submittals;
- Provide CADD support, as necessary, for any technical analyses, graphical presentations, reference materials, ROW acquisition, regulatory permits, and Project documents;
- Regularly coordinate and communicate with Commission on status and progress on design reviews and oversight of PDB Contractor's submittals. Identify any technical issues with proposed solutions and make recommendations to resolve to Commission, including necessary actions to implement proposed solution(s);
- Coordinate Commission, Caltrans, and other stakeholder agency involvement and participation in PDB Contractor technical meetings, process

PDB Contractor meeting minutes, and coordinate Commission and stakeholder action items resulting from technical meetings, along with necessary agency approvals;

- Schedule, coordinate, and attend meetings, as necessary, in cooperation with the agencies and contracted parties (PDB Contractor and Toll Services Provider), including the preparation of agendas, meeting minutes, and action items; and
- Participate with the construction management utility oversight personnel in providing Notices to Owners and in overseeing and coordinating the design and engineering work of the utility agencies and those of the PDB Contractor, as appropriate.

### **B3. Structures QVe**

Offeror shall:

- Review all available project data and information, including project reports, plans, estimates, technical and planning studies for incorporation into the RFP documents;
- Provide preliminary long lead time Project elements necessary to support the PDB delivery schedule as requested by the Commission;
- Provide design development at the various wash crossings as needed to support construction permitting, such as the 408, 404, 401, and 1602 permits;
- Provide design management services to review PDB Contractor submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and
- Review and respond to structures-related issues and activities after issuance of Release for Construction (RFC) packages.

### **B4. Roadway & Drainage QVe**

Offeror shall:

- Review all available project data and information, including project reports, plans, estimates, technical and planning studies for incorporation into the RFP documents;
- Identify areas for risk reduction;
- Provide design management services to review PDB Contractor submittals, including design plans, investigations, studies, and reports required by the

contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and

- Review and respond to roadway & drainage related issues and activities after issuance of RFC packages.

#### **B5. Maintenance of Traffic QVe**

Offeror shall:

- Provide design management services to review PDB Contractor submittals, including design plans, investigations, studies, and reports, required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and
- Review and respond to maintenance of traffic related issues and activities after issuance of RFC packages.

#### **B6. Geotechnical QVe**

Offeror shall:

- Organize and consolidate the geotechnical information developed by the Commission's PA/ED Consultant to develop a geotechnical information package that will be provided to the PDB Contractor. The level of detail provided will be coordinated with the Commission and Caltrans;
- Coordinate with the Commission to provide additional geotechnical exploration and testing;
- Evaluate PDB Contractor submitted documents and provide technical selection recommendations;
- Provide design management services to review PDB Contractor submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and
- Review and respond to geotechnical related issues and activities after issuance of RFC packages.

#### **B7. Traffic Management System (TMS) QVe**

Offeror shall:

- Review draft Traffic Management Plan (TMP) provided by others and make recommendations on possible enhancements;

- Provide design management services to review PDB Contractor submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and
- Review and respond to TMS related issues and activities after issuance of RFC packages.

#### **B8. Electrical & Lighting QVe**

Offeror shall:

- Coordinate with Commission, Caltrans, and Toll Operations Department to identify system needs and technology requirements for incorporation into the RFP;
- Provide design management services to review PDB Contractor submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and
- Review and respond to electrical & lighting related issues and activities after issuance of RFC packages.

#### **B9. Landscape & Aesthetics IQA**

Offeror shall:

- Provide design management services to review PDB Contractor submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and
- Review and respond to landscape & aesthetics related issues and activities after issuance of RFC packages.

#### **B10. Environmental & Permits**

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

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

support the delivery schedule:

- United States Army Corps of Engineers (USACE) 404 and 408 permits, and Out Grant Agreement;
  - Regional Water Quality Control Board (RWQCB) 401 Certification; and
  - California Department of Fish and Wildlife (CDFW) 1602 Streambed Alteration permit.
- Oversee PDB Contractor's requirements in meeting the obligations and commitments in its preparation of materials and documents to secure the final USACE 404 and 408 permits, and Out Grant Agreement; RWQCB 401 certification; CDFW 1602 permit; and RCFCWCD encroachment permit;
  - Coordinate approval of the above permits and agreements with each resource agency, address any changes required of the PDB Contractor by the agencies, and further the approval of the permits and agreements;
  - Analyze and assess environmental re-validation and re-evaluations required due to Commission directed changes and implement accordingly;
  - Coordinate with Caltrans for review and comment on all environmental activities, including agreements, permits, and exercises of re-validation and re-evaluation;
  - Oversee PDB Contractor's acquiring of all necessary environmental permits affecting their construction activities, including storm water permits;
  - Schedule and coordinate meetings necessary to accomplish the environmental requirements of Commission, including providing agenda and meeting minutes and action items; and
  - Oversee implementation of the approved mitigation monitoring plan for compliance with Caltrans and regulatory agencies permit requirements and the mitigation documented in the environmental document.

#### **B11. Utility Coordination & Oversight**

Offeror shall provide a ROW/Utility Team Leader who will be responsible for coordinating the utilities affected by the Project. In order to accommodate and facilitate the PDB Contractor schedule, Offeror may be requested to undertake certain relocation work if needed. Utility coordination activities include, but are not limited, to the following:

- Verify all existing utility information provided by the Commission's PA&ED Consultant and identify utilities that may be impacted by the Project;
- Meet with utility companies and other entities to determine their requirements



for relocation, protection, and abandonment of utilities required to accommodate Project and to establish any potential ROW impacts for utility relocations;

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

## **B12. Survey & Right of Way (ROW) Engineering**

Offeror shall provide surveying, ROW mapping, and ROW engineering services as needed in support of the PDB RFP development, QVe of the PDB Contractor's construction survey, and to complete post-construction Record of Survey. Survey and ROW tasks include but are not limited to:

- Pre-Construction Record of Survey – Offeror shall provide a pre- construction record of survey for the land net in conformance with statutory requirements and to delineate limits of existing record ROW. The project surveyor will prepare a record of survey in conformance with existing standards by the County of Riverside surveys;

- Utility Verification – Offeror shall be able to provide field survey services to document the pothole locations;
- Advanced Design Surveys – Offeror shall be able to provide field survey services to document the geotechnical borings;
- ROW Engineering – Offeror shall be able to provide appraisal maps (ROW Maps) in conformance with Caltrans District 8 guidelines and drafting standards to facilitate ROW acquisition, as needed;
- Field and office survey support on an as-needed basis to provide survey QVe checks; and
- Provide a post-construction Record of Survey of the any new ROW limits and record a post-construction Record of Survey for the land net in conformance with statutory requirements and to delineate limits of the new record ROW. A record of surveys may be required to be submitted for review and filing by the County of Riverside.

### **B13. ROW Services**

Offeror shall provide a ROW/Utility Team Leader who will be responsible for the technical and administrative functions required to provide the necessary ROW (See Reference 04, Attachment E). Attention to this reference document is being made only to provide an indication of the extent of the Project ROW required at the time of this RFQ. ROW services include but are not limited to:

- Overall coordination and management with the Commission, Caltrans, FHWA and the PDB Contractor and assist with the development and implementation of the ROW program as needed;
- Prepare ROW cost estimates;
- Provide acquisition and negotiations services required for Commission to acquire property for the Project in a timely, efficient manner and at a reasonable cost including appraisal and review of appraisals, and necessary environmental investigations and remediation;
- Provide any necessary remaining ROW environmental investigations and remediation to support ROW acquisition services;

Obtain title reports and escrow, utility relocation coordination, and ROW certification;

- Assess any proposed modifications or changes to the ROW proposed by the PDB Contractor and provide investigations and analyses, propose solutions, and make recommendations to Commission for consideration and implementation as directed;

- Provide ROW acquisition and relocation services under compliance with Federal, State, and Local laws and regulations, and in support of the Project's schedule as needed;
- Perform all necessary Project close-out activities, including ROW transfer from Commission to the various agencies, and working with Commission to determine the excess land disposition process;
- Continue to provide the appropriate progress/status reports, and schedule and attend meetings, as necessary, to support the acquisition, relocation, and close-out processes, and coordination with the PDB Contractor; and
- Work shall be performed in accordance with Caltrans and Commission's policies and procedures and applicable federal, state, and local regulations.

DRAFT

## **C. Tolling Services**

### **C1. General**

Offeror to provide general support, participation, information, coordination, recommendations, expertise, etc. to support the Commission in the following areas:

- Potential implementation of emerging tolling technologies and related toll industry innovations.

### **C2. Toll System Planning**

Generally, Offeror to support the Commission by analyzing, developing, and recommending strategies, policies, procedures, business rules, customer account rules, management rules, technical requirements, and toll facility concepts.

- **Plans**

Offeror, under Commission's direction, to develop, submit, and obtain approval of:

- Systems Engineering Review Form (SERF) from Caltrans and FHWA per current Caltrans Local Assistance Procedures Manual (LAPM) and FHWA requirements;
- Systems Engineering Management Plan (SEMP) from Caltrans and FHWA per current FHWA requirements;
- Concept of Operations (ConOps) from Caltrans and FHWA per current FHWA requirements; and
- Develop a toll system project management plan and incorporate into the overall PMP prepared by the PCM team.

- **Strategies**

Offeror to analyze, evaluate alternatives, make recommendations, and document Commission decisions via white papers, procurement documents, reports, or similar methods for the following issues and other issues identified by the Commission:

- Using the preliminary engineering geometric design concepts developed to date, review and evaluate the toll lane configuration for operability and maintenance. Particular focus is needed analyzing potential southern end toll lane termination configurations, interim phased implementation, and the resulting traffic impacts of the various toll lane termination alternatives on both general purpose lane traffic as well as toll lane operations (see Reference 08).

- Toll System Design
  - Offeror to develop and recommend design concepts, specifications, toll system testing guidelines and procedures, and/or requirements to implement electronic toll collection, CHP enforcement and customer service patrol staging locations, etc to ensure compatibility with the existing I-15 ELP toll lane operations; and
  - Offeror to incorporate agreed to design concepts, specifications, and/or requirements into the PDB Contractor and/or the Toll Services Provider contract SOWs and other contract deliverables.

### **C3. Toll Operations and Maintenance Planning**

- Fee Revenue Estimates and Cost Estimates
  - Offeror shall review the existing Commission toll system life cycle estimate and prepare a toll system replacement schedule and cost estimates for the life of the facility (i.e. toll system life-cycle cost estimate) to support the Commission's financial model and Project financing efforts. See the Project Finding and Financing section; and
  - Offeror shall prepare an express lane pavement rehabilitation strategy, schedule, and cost estimate for the life of the facility (i.e. pavement life-cycle cost estimate) to support the Commission's financial model and Project financing efforts.
- Toll System and Roadway Maintenance
  - Offeror shall review the existing Commission toll system maintenance plan and develop performance requirements for the future routine maintenance of the Project toll system (e.g. cameras, transponder readers, Changeable Message Signs (CMS), etc.) and roadway maintenance (regular pavement maintenance, trash removal, delineator replacement, etc.). Offeror to incorporate these requirements into the future Toll Services Provider contract SOW.
- Incident Management and Disaster Recovery
  - Offeror shall review the existing Commission toll system incident management plan and develop performance requirements to address routine roadside incident management and disaster recovery. Offeror to incorporate these Project performance requirements into the future Toll Services Provider contract SOW.
- Other Performance Requirements for the Toll Services Provider
  - Offeror shall develop other Toll Services Provider performance

requirements in the areas of procurement, contract management, cost controls, facility safety, training of Toll Operator and Commission personnel, and other areas identified mutually with Commission. Offeror to incorporate these performance requirements into the future Toll Services Provider contract SOW.

#### **C4. Oversight, Coordination, and QVe**

- General Management and Coordination Among Contractors

Offeror shall:

- Provide overall, day-to-day management and oversight of the Project's tolling services including identifying and allocating of staff to oversee work performed by the PDB Contractor and Toll Services Provider, planning and scheduling of toll system activities, and organizing and/or participating in meetings;
- Provide and support contract administration activities associated with the tolling services, including safety and quality compliance, review of progress and invoice applications, submittals, and monthly reports;
- Provide a responsibility matrix between the PDB Contractor and Toll Services Provider to delineate areas of responsibility;
- Provide coordination between the PDB Contractor and Toll Services Provider activities to ensure proper coordination and integration with the procurement, design, installation, roadside construction, testing, and startup of the Project toll systems;
- Provide coordination of all toll system related activities with the Commission's Toll Department staff including: reviewing and commenting on Toll Services Provider contract documents and drawings as they relate to the PDB Contractor work, incorporating the Toll Services Provider schedule into the Project schedule, coordinating toll infrastructure turnover and access for testing;
- Coordinate toll system and operations planning activities with stakeholder agencies and coordinate with other Project functional groups on toll system design, installation, and integration matters, including toll system testing and acceptance; and
- Coordinate the review of designs, submittals, design plans, and shop drawings between the PDB Contractor and Toll Services Provider.

- PDB Contractor's Toll System Infrastructure

Offeror shall:

Scope of Work

A-23

130

- Review and provide comments to PDB Contractor's design, design plans, submittals, and shop drawings of the toll system infrastructure work, including communications and power conduit duct banks, vaults and roadside equipment cabinet installations, gantries, CMS and camera pole installation, toll utility buildings, emergency backup generators, and integration of the PDB Contractor requirements with the requirements of the Toll Services Provider SOW;
- Review PDB Contractor's toll facility-related deliverables and provide technical selection recommendations as necessary; and
- Provide construction oversight of the PDB Contractor's toll infrastructure work, including power and communications conduit duct banks, gantries, CMS and camera pole installation, toll utility buildings, and emergency backup generators; document compliance with the contract requirements; and obtain signoff and acceptance by the Toll Services Provider.
- Toll Services Provider
  - Offeror shall:
    - Manage and oversee adherence to the Toll Services Provider's contract requirements, including compliance with the safety plan and the Toll Services Provider's design of roadside toll equipment, communications equipment, power equipment, cameras, CMS signage, and toll operations and customer service center facility layout plans;
    - Review and provide comments to Toll Services Provider's design, design plans, submittals, and shop drawings of the toll system as it relates to toll infrastructure;
    - Oversee the installation of the Toll Services Provider's work, including roadside tolling equipment, communications and power, express lane cameras, CMS signage, traffic operations, and data center build out, document compliance with the contract requirements, and obtain signoff and acceptance by Commission and other stakeholder agencies, as required;
    - Review the Toll Services Provider's submittals and testing and startup plans, provide oversight of the systems testing and startup in compliance with the contract, and obtain testing and acceptance signoffs by Commission and other stakeholder agencies;
    - Review Toll Services Provider deliverables and provide technical selection recommendations as necessary;
    - Obtain from the Toll Services Provider manufacturer warranties, as-built

drawings, training materials, and other manuals required under the contract;

- Provide oversight and review of training manuals, coordinate training sessions provided by the Toll Services Provider, and review attendance and training completed by the training participants; and
- Perform Toll Services Provider contract management and administration including identifying potential SOW changes, review of submitted contract change orders (CCO), performing required analyses, coordinating potential and implemented changes, as necessary, with other contracts, and maintain full documentation of all potential and actual changes.

DRAFT



## **D. Contracts Management and Procurement Services**

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

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

Contract management and procurement services include:

### **D1. Contracts Management**

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

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

## **D2. Contract Administration**

- Establish Project correspondence and communication in coordination with the Commission's policies, procedures, and protocols consistent with the requirements of the PDB Contractor and Toll Services Provider and monitor and track compliance to these requirements;
- Process PDB Contractor and Toll Services Provider correspondence under the Project requirements in a timely manner to support Commission and stakeholder agency approvals;
- Review PDB Contractor and Toll Services Provider contracts for compliance to contract commercial requirements. Identify areas of concern and resolve with PDB Contractor;
- Identify the amount of the final payment due to PDB Contractor and Toll Services Provider, and assist Commission with processing any final contract changes and the resolution of any claims. Obtain evidence of certification of all lien releases, transfer of title to appropriate agencies, and certification of delivery of final record drawings to Caltrans where appropriate. Secure and transmit to Commission all required turn-over items, including, but not limited to, guarantees, affidavits, releases, bonds, waivers, keys, manuals, and maintenance stock;
- Prepare final Project accounting and closeout reports of all reporting and document control systems. Organize all pertinent data, purge all files, and send to document control;
- Prepare the final documentation to release all liens and recommend final payment and release of bonds and retention;
- Provide the systems and tools to provide documentation and tracking of PDB Contractor, Toll Services Provider and Offeror's contract compliance;
- Prepare and issue Commission-directed CCOs in compliance with the PDB Contractor and Toll Services Provider respective contract requirements. Negotiate final terms with the PDB Contractor and Toll Services Provider and process the CCOs, and seek any necessary external approvals;
- Review and analyze contractor-initiated CCOs by PDB Contractor and Toll

Services Provider and Toll Services Provider. Negotiate final terms and process for approval by Commission and other stakeholder agencies, including Caltrans and FHWA;

- Perform regular review and documentation of PDB Contractor and Toll Services Provider communications for changes and claims, and report to Commission with recommendations and actions; and
- Provide reporting tools and CCO logs to properly track and monitor change notices, CCOs, and claims to identify trends and measure cost and schedule impacts.

### **D3. Procurement Services**

- General

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

- Offeror shall review and understand Commission policies, procedures, and legal requirements related to its procurements;
- Offeror shall coordinate with the Commission's Project Team to:
  - Prepare a Project Phasing Development Plan which will analyze and develop the necessary elements to deliver a phased delivery of the Project via progressive design build (PDB). Project Phasing Development Plan should consider Project funding availability, coordination with adjacent projects and schedules, impacts to ELP toll operations, and PDB Contractor phased design and construction of Project improvements;
  - Support, through either direct input or review and comment on documents as appropriate, the preparation by Commission's legal counsel of procurement documents including Requests for Qualifications (RFQs), RFPs, contracts, evaluation criteria, evaluation manuals, and certain procurement correspondence;
  - Maintain adequate practices and procedures to ensure strict adherence

to confidentiality agreements by all members of the procurement team, including measures to ensure the security of all procurement-related documents;

- Develop a detailed work plan for the Project Team's timely development, review of and collaboration on procurement documents;
  - Plan and organize weekly Project Team calls during the development of PDB procurement documents and procurement period;
  - Maintain a complete and accurate official procurement file, including electronic and hard copies;
  - Track, review, and coordinate with the Project Team in the development of responses to questions received from proposers. Assist in the development of addenda to procurement documents;
  - Assist Commission with the evaluation of Statements of Qualifications (SOQ), Proposals (including technical proposals and concepts, price/cost proposals, and schedules), potential conflicts of interest, conformance with procurement submittal requirements (including insurance, proposal and payment and performance security, and business structure), and other deliverables, including preparation of technical analysis and reports;
  - Assist in contract negotiations and the award process following selection; and
  - Participate and help conduct advance industry review meetings and processes (if applicable) and post-shortlisting and selection debriefing meetings; and assist Commission with any protests.
- Offeror, under Commission's direction, shall be directly responsible to:
    - Work with the Project Team to present/identify alternatives, analyze, and make recommendations to the Commission for the structure of its future procurements for PDB Contractor and Toll Services Provider, to best accomplish the necessary planning, development, design, procurement, construction, installation, and testing of the Project;
    - Prepare SOWs/technical provisions for the procurements for the PDB Contractor, Toll Services Provider, environmental mitigation work, and other required services for other procurements;
    - Incorporate lessons learned from recent Commission procurements and projects and other relevant projects involving design-build, and toll system integration; and

- Incorporate strategies, action plans, performance criteria, and other requirements from the Commission's current toll program organization effort in the areas of risk management, performance metrics, asset management, customer service, communication, and marketing; see the tolling services portion of this SOW for more detail;
- Prepare necessary technical documents including plans, exhibits, maps, cost estimates, etc. for these same procurements;
- Plan and prepare various procurement schedules to meet overall Project development and operations and maintenance schedule goals;
- Plan and coordinate any necessary review of procurement documents with Caltrans, FHWA and local agencies;
- Plan, organize and lead internal team meetings and external meetings with industry and shortlisted proposers related to Commission procurements;
- Help identify, accumulate, review, index and catalogue relevant reference documents for the procurements;
- Prepare certain correspondence, documentation, and presentations for Commission approval related to procurements and contract awards; and
- Plan, administer, and perform related tasks associated with procurement processes including organizing proposal evaluation teams, internal procurement meeting organization and administration, external industry events and meetings, facility reservations and setup, and related tasks.

#### **D4. Labor Compliance – Disadvantaged Business Enterprise (DBE)**

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

- Development of a "Federal On-the-Job Training (OJT) Participation" goal, as necessary, and ensure that all required OJT provisions, labor compliance forms, and applicable Federal prevailing wage determinations are included in the applicable contracts;
- Develop processes and procedures for labor compliance functions in accordance with State and Federal requirements and the Caltrans LAPM;

- Develop planned labor compliance activities as part of the PMP, including roles and responsibilities;
- Determine and update the Federal general wage determinations, as necessary, based on wage rate amendments and the Federal “10- Day rule” found under 29 CFR Section 1.6(c) (3);
- Determine applicable State prevailing wage rate determinations
- Prepare a pre-bid meeting checklist designed to facilitate review of all labor compliance requirements including applicable prevailing wage requirements and potential proposers;
- Support the Commission in its compliance with California’s Department of Industrial Relations (DIR) requirements for labor compliance, including:
  - Provide technical guidance and coordinate with Commission to establish the appropriate reporting requirements and information necessary for the DIR to perform labor compliance on the Project;
  - Provide periodic audits of PDB Contractor, Toll Services Provider, and other contractor’s compliance to DIR requirements and information needed for labor compliance monitoring;
  - Support Commission with coordinating with DIR, as necessary, on its performance of Project review audits and site interviews; and
  - Periodically review with Commission its compliance to State and Federal requirements for labor compliance.
- Observe and monitor PDB Contractor, Toll Services Provider, and other contractors labor relations with labor organizations on behalf of Commission, periodically review labor practices on the Project, and discuss labor issues with the PDB Contractor, Toll Services Provider, and other contractors, as appropriate, to mitigate potential for delays to Project completion. Make recommendations, as appropriate, on resolution of labor issues to Commission;
- Monitor PDB Contractor, Toll Services Provider, and other contractors for compliance to labor code requirements and provisions for labor harmony on the Project;
- Develop a DBE Contractor Performance Plan requirement for inclusion in the applicable contracts;
- Develop an annual DBE reporting update requirement for inclusion in the applicable contracts;

- Consider and develop contract-specific DBE goals for applicable procurements in accordance with Caltrans race-conscious directives;
- Participate in workgroup meetings relative to the development and finalization of all applicable DBE solicitations and contractual provisions;
- Confirm, track and monitor contractor-claimed DBE participation crediting in conformance with 49 CFR Part 26 and Caltrans directives, including Commercially Useful Function (CUF) provisions;
- Conduct Good Faith Efforts reviews of proposers for compliance with all DBE contract-specific goal requirements, as necessary, to determine responsiveness to applicable requirements;
- Review PDB Contractor, Toll Services Provider, and other applicable contractors' DBE reports for accuracy and coordinate with contractors to reconcile discrepancies; and
- Provide oversight of DBE and labor compliance activities of the PDB Contractor, Toll Services Provider, and other applicable contractors and general support to the Commission, including compliance by the contractor with their DBE Performance Plan, and Federal, State, and Local requirements for prevailing wages and Davis-Bacon Act requirements.

#### **D5. Document Controls Management**

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

## **E. Project Controls**

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

### **E1. Project Controls Management**

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

### **E2. Cost Engineering**

- Prepare monthly invoices for contract services with adequate budget allocation for actual costs incurred; check for compliance to contract compensation requirements; monitor charges to established WBS codes to support cost control and reporting; verify appropriateness of charges; and respond to Commission questions or comments on invoicing;



- Develop budgeting for work tasks for Offeror activities; assign tasks against the WBS; monitor labor charges and expenses for validity and proper coding; and provide progress and reporting support for internal management and client needs;
- Review monthly invoices/progress payments submitted by the PDB Contractor and Toll Services Provider as to compliance with contract requirements and progress achieved on the Project; and
- Coordinate development of reports related to Commission program costs that are external and internal to the PCM contract. Coordinate with PDB Contractor and Toll Services Provider to develop additional reports, as necessary.

### **E3. Scheduling**

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

support Project performance monitoring.

#### **E4. Cost Estimating**

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

## **F. Construction Management**

Provide Construction Management services for construction quality oversight and compliance to contract requirements by the PDB Contractor and Toll Services Provider, in accordance with AB 401 and SB 617, and in coordination with Caltrans QVe and construction inspection services. These services include:

### **F1. Construction Management**

- Organize, schedule and conduct a pre-construction conference that includes all agencies, utilities, PDB Contractor and Toll Services Provider that will be participating in the Project and other impacted projects within the limits of the Project. Provide all meeting support services such as meeting notice and meeting minutes;
- Provide and implement a construction management staffing plan that integrates with Caltrans' role, responsibilities, and staffing for the Project and provides the necessary resources and capabilities to oversee and monitor the quality of construction by the PDB Contractor and Toll Services Provider;
- Monitor the PDB Contractor and Toll Services Provider overall planning of construction activities to identify critical milestones and priorities, and to determine budget estimates and staffing requirements for the defined scope and schedule;
- Support preparation of the monthly report of construction activity and progress that relates to PDB Contractor and Toll Services Provider progress and compliance to contract requirements;
- Field monitor PDB Contractor and Toll Services Provider construction activities and compliance to their safety plan. Note concerns or deficiencies immediately to PDB Contractor and Toll Services Provider for their implementation of corrective measures;
- Develop/implement a field issue resolution program, including issue identification and resolution by the PDB Contractor and Toll Services Provider, or appropriate agencies;
- Observe and identify all potential changes in SOW based on PDB Contractor and Toll Services Provider activities, review all CCOs submitted, and perform required analyses and recommendations to Commission for disposition;
- Review work status and recommend to Commission when the Project is substantially complete. Prepare a summary of the status of the work of PDB Contractor and Toll Services Provider and a "punch list" of any incomplete work or work that does not conform to the contract documents. Coordinate and assist Caltrans in conducting final inspections and oversee completion

of all work. Recommend relief of maintenance to PDB Contractor and Toll Services Provider for all or portions of the Project; and

- Certify the amount of the final payment due to PDB Contractor and Toll Services Provider and assist Commission with the processing of any final contract changes and the resolution of any claims. Obtain evidence of certification of all lien releases, transfer of title to appropriate agencies, and certification of delivery of final record drawings to Caltrans. Secure and transmit to Commission all required turn-over items, including, but not limited to, guarantees, warranties, affidavits, releases, bonds, waivers, keys, manuals, and maintenance stock.

## **F2. Construction Services & Administration**

- Support the Construction Management and Resident Engineer PDB Contractor and Toll Services Provider Oversight teams with administrative support services. Complete a variety of routine and non-routine tasks and projects in accordance with the Project procedures, or as directed. Manage document control for the Construction Management team;
- Support the Construction Management and Resident Engineer PDB Contractor and Toll Services Provider Oversight teams as the primary liaison between other Project departments and construction management, ensuring timely and accurate distribution of information and materials;
- Support the Construction Management and Resident Engineer PDB Contractor and Toll Services Provider Oversight teams in researching and compiling statistical information and related data and produce special or recurring reports and complete special projects as assigned. May maintain and monitor the operating budget as directed;
- Establish and maintain document archiving and retrieval systems, prioritizing the flow of Project reports/correspondence, and ensuring timeliness in the handling, processing, and resolution of requests, requirements, or problems;
- Establish and maintain follow-up files and confidential files for Construction Management team;
- Make recommendations for additions or revisions to existing Project practices and policies. Serve as focal point for gathering newly published policies and the dissemination of materials;
- Maintain the Construction Management team meetings calendar. Assist Construction Management team in coordinating Project meetings; and
- Manage project vehicle fleet, maintaining monthly inspection, maintenance and fueling records.

### **F3. Roadway Construction Oversight**

- Monitor the overall planning of construction activities to identify critical milestones and priorities. Determine budget estimates and staffing requirements for the roadway work scope and schedule;
- Coordinate and conduct pre-construction and pre-activity meetings with the PDB Contractor and Toll Services Provider;
- Provide engineering assessment of plans for adequacy of design, particularly with respect to suitability to actual field conditions;
- Ensure compliance with the plans and specifications by the PDB Contractor and Toll Services Provider; recommend, modify, interpret, and edit special provisions and prepare modification estimates; and keep necessary records pertaining to construction progress, budget performance, and work order balances for the segment;
- Monitor the PDB Contractor and Toll Services Provider construction QC programs, including the adequacy of capability of QC resources. Oversee and provide, as necessary, notification to the PDB Contractor and Toll Services Provider of rejected work when it is the opinion that the work or materials do not conform to the requirements of the PDB contract documents;
- Monitor compliance of PDB Contractor and Toll Services Provider safety plans and note concerns or deficiencies immediately to PDB Contractor and Toll Services Provider for their implementation of corrective measures;
- Oversee Caltrans performance of periodic construction inspection and QA independent oversight activities and their recording of daily progress of the Project with accurate and complete daily inspection reports, including weather conditions, work performed, number of workers, problems encountered, and other relevant data. Maintain an independent photographic log of the construction progress indexed for easy retrieval;
- Review all detour, lane closures, temporary access, signing, delineation, and traffic management and control plans for compliance with contract TMP requirements and all safety laws and regulations. Notify any deficiencies to PDB Contractor and Toll Services Provider for their immediate correction and compliance. Communicate any special notices to the public outreach team;
- Monitor the closures and provide reports and updates to the Commission and other stakeholders to ensure any issues are raised and notified to Project management;
- Coordinate with the Public Relations team and RCTC Public Relations to ensure the planned closures are properly notified to the public;

- Observe and identify all potential changes in SOW based on PDB Contractor and Toll Services Provider activities, and review all CCOs submitted, perform required analyses, and present recommendations to Commission for disposition. Maintain separate log and files to document all potential and actual changes;
- Perform oversight and review of laboratory, shop, and mill test reports of materials and equipment, and coordination;
- Offeror shall establish and maintain Project records. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, RFIs, CCOs, claims, Commission and engineer directives, meeting minutes, shop drawings, supplementary drawings, review and approval of submittals, and quantity calculations, measurements and daily Extra Work Reports that support progress payments. Offeror shall maintain a record of the names, addresses, and telephone/fax numbers of the Contractors, subcontractors, and principal material suppliers;
- Monitor PDB Contractor and Toll Services Provider compliance to inspection and surveys of properties adjacent to the Project to monitor possible ground movement or structural damage to properties that may be caused by the works; and
- Monitor test and inspection records and noncompliance reports for satisfactory resolution of noncomplying work.

#### **F4. Structures Construction Oversight**

- Monitor the overall planning of construction activities to identify critical milestones and priorities. Determine budget estimates and staffing requirements for the structures work scope and schedule;
- Coordinate and conduct pre-construction and pre-activity meetings with the PDB Contractor and Toll Services Provider;
- Provide engineering assessment of plans for adequacy of design, particularly with respect to suitability to actual field conditions;
- Ensure compliance with the plans and specifications by the PDB Contractor and Toll Services Provider; recommend, modify, interpret, and edit special provisions and prepare modification estimates; and keep necessary records pertaining to construction progress, budget performance, and work order balances;
- Monitor the PDB Contractor and Toll Services Provider construction QC programs, including the adequacy of capability of QC resources. Oversee and provide, as necessary, notification to the PDB Contractor and Toll

Services Provider of rejected work when it is the opinion that the work or materials do not conform to the requirements of the PDB contract documents;

- Monitor compliance of PDB Contractor and Toll Services Provider safety plans and note concerns or deficiencies immediately to PDB Contractor or Toll Services Provider for their implementation of corrective measures;
- Oversee Caltrans performance of periodic construction inspection and QA independent oversight activities and their recording of daily progress of the Project with accurate and complete daily inspection reports, including weather conditions, work performed, number of workers, problems encountered, and other relevant data. Maintain an independent photographic log of the construction progress indexed for easy retrieval;
- Perform oversight and review of laboratory, shop, and mill test reports of materials and equipment, and coordination;
- Monitor PDB Contractor and Toll Services Provider compliance to inspection and surveys of properties adjacent to the Project to monitor possible ground movement or structural damage to properties that may be caused by the works; and
- Ensure that PDB Contractor's test and inspection records and noncompliance reports are resolved in accordance with the PDB Contractor's contract.

#### **F5. Office Engineering**

- Coordinate with PDB Contractor and Toll Services Provider for completion and submittal of final record drawings or as-built drawings. The record drawings and documents shall be prepared and submitted in conformance with the contract requirements;
- Monitor that the PDB Contractor and Toll Services Provider maintain a detailed photographic history of the Project in compliance with the PDB contract, which includes labels with location, direction of view, date, time, and any information of interest. Photographs shall be maintained in an indexed album or Commission approved software. Photographs shall include, but not be limited to, conditions prior to construction, changes to detours, barricade placement, disputed work, rejected work, and completed work;
- Coordinate between the Design Review and Construction Oversight teams to receive and distribute Project plans and documents throughout the Project term;
- Perform general construction office duties relating to administration of

construction contracts, such as processing extra work invoices, preparing progress estimates, and filing documents;

- Confer with PDB Contractor and Toll Services Provider regarding compliance with plans and quality of work and construction activity; selection and/or use of computer-based processes to compile engineering data, horizontal and vertical alignments, and curve computations; and preparation of as-built plans;
- For schedule/work activities where the need is identified, prepare quantity calculations and quantity sheets for payment purposes and review calculations prepared by Roadway and Structures Resident Engineering teams;
- Prepare or assist in the preparation of CCOs for the purpose of making alterations, deviations, additions to, or deletions from the plans and specifications to ensure proper completion or construction of the contract by gathering critical information necessary and interpreting technical reports and data to determine a feasible solution;
- Assist in timely resolution/close out of RFIs and CCOs;
- Coordinate between field personnel in tracking and logging all field documents, including reports and daily Progress Reports;
- Track and document all safety procedures and reports.
- Track and document all environmental and stormwater pollution prevention related reports and inspections and coordinate with the environmental personnel on the Project;
- Track, monitor, and document all roadway closures on the Project, and document all 10-97, 10-98, and 10-22 calls on Caltrans Traffic Management Center (TMC);
- Together, with administration and the Project document control, develop, maintain, and update Project's contact matrix and assure posting and distribution to the Project's team;
- Provide the tracking and maintenance of Project work schedules, analyses, technical and production reports, and other documentation as required;
- Organize, prepare, and conduct field site investigations and visitations from Caltrans, Commission, and FHWA personnel to confirm Project progress, conduct studies, or any other purpose; and
- Schedule, coordinate, and attend meetings, as necessary, to support Project



oversight and construction activities, including the preparation of meeting materials, agendas, minutes, and action item lists.

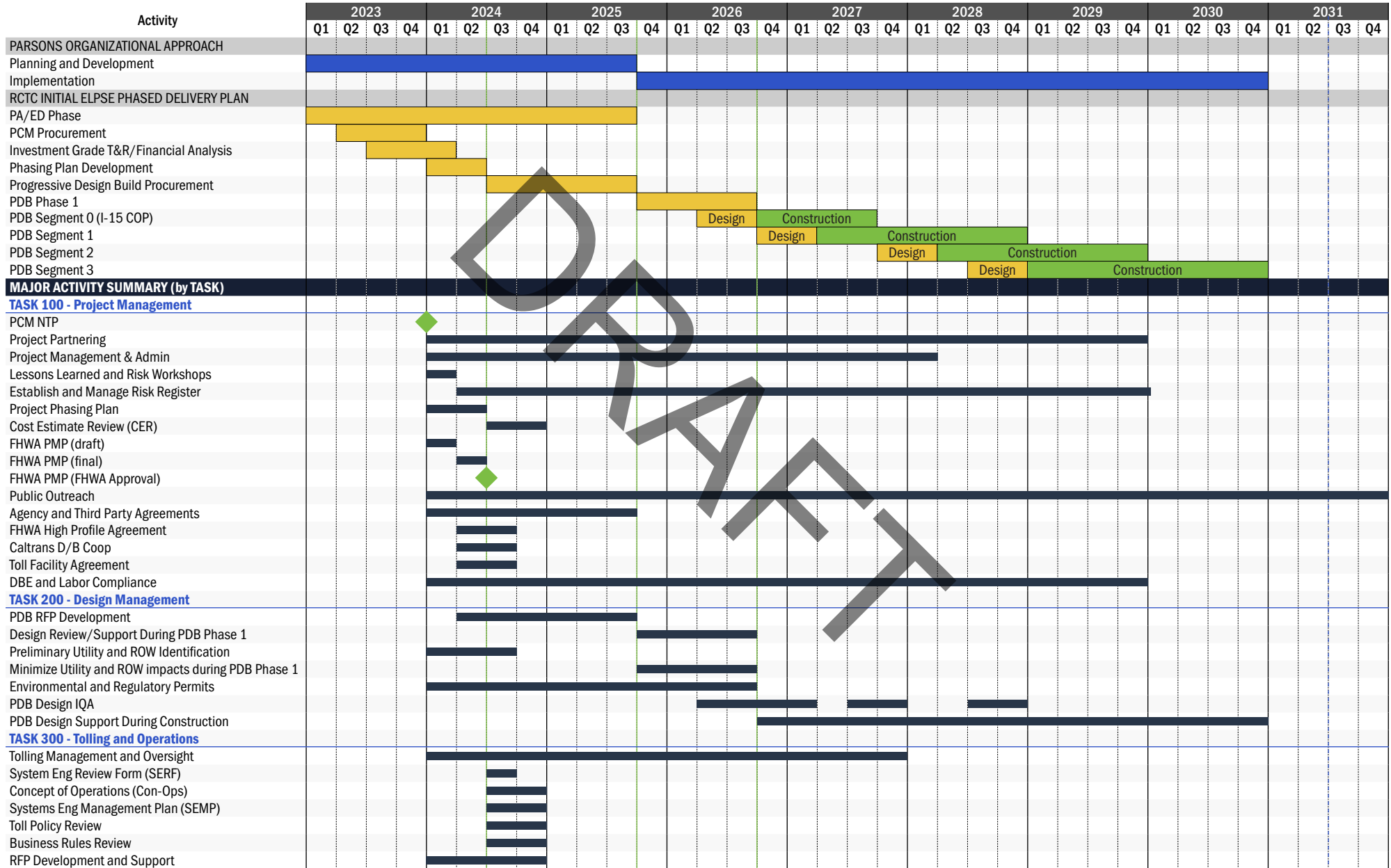
DRAFT

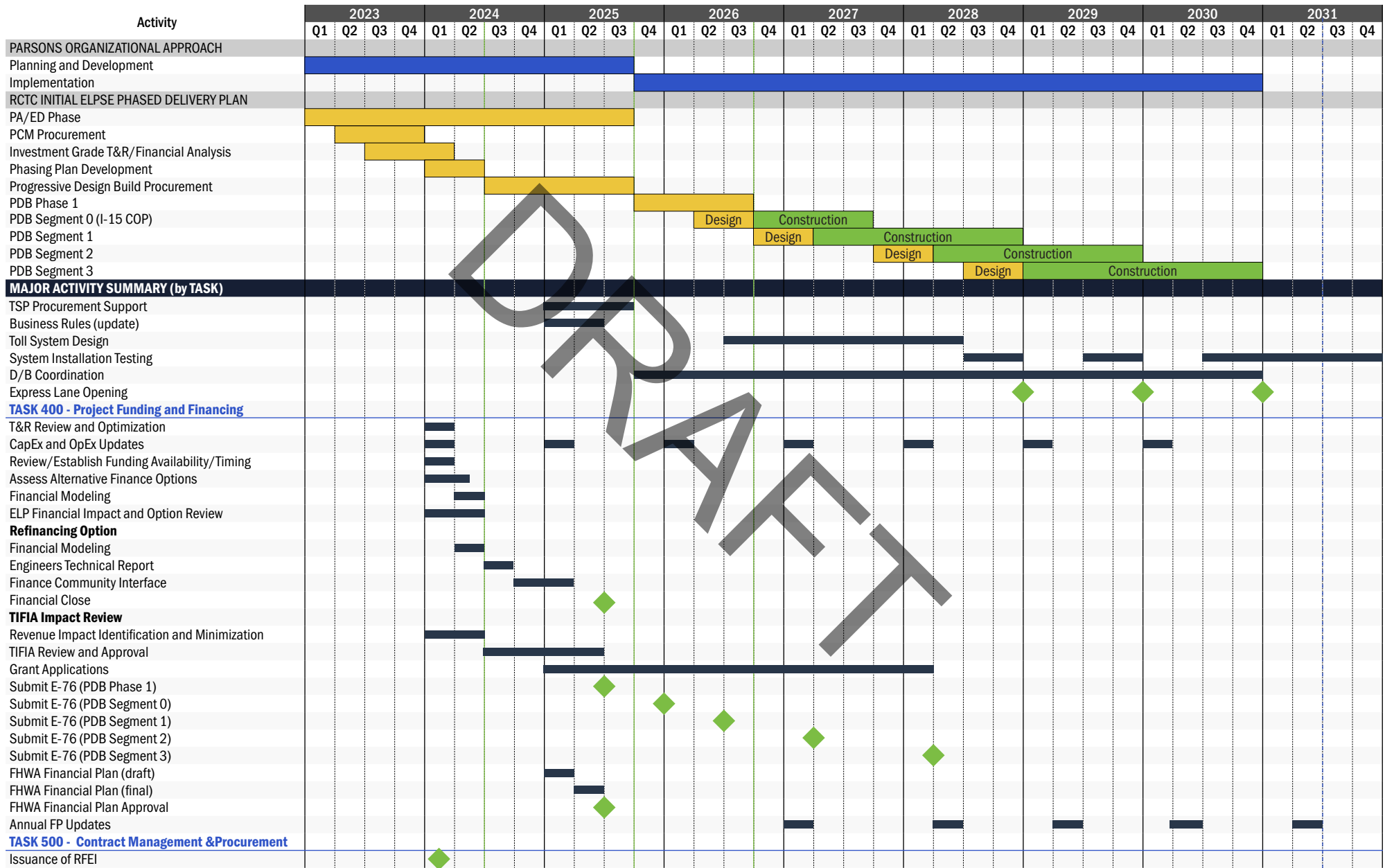
**EXHIBIT “B”**  
**SCHEDULE OF SERVICES**

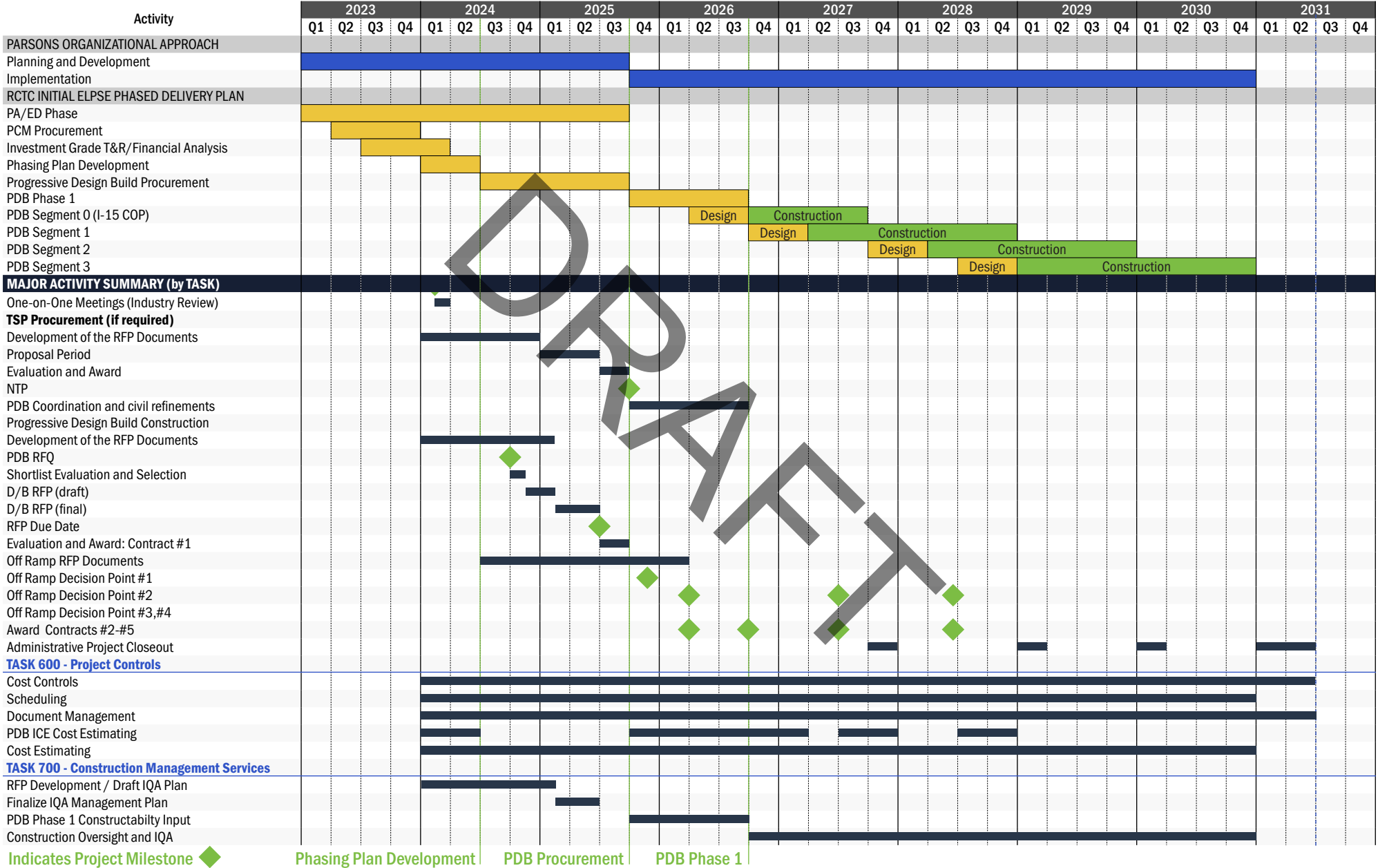
**[attached behind this page]**

DRAFT

FIGURE C-15. MASTER SCHEDULE







**EXHIBIT “C”**  
**COMPENSATION PROVISIONS**

**[attached behind this page]**

DRAFT

**EXHIBIT "C"**

**COMPENSATION SUMMARY<sup>1</sup>**

<b>FIRM</b>	<b>PROJECT TASKS/ROLE</b>	<b>COST</b>
<b><i>Prime Consultant:</i></b>		
Parsons Transportation Group	Project Construction Management Services	\$ 42,533,023.00
<b><i>Sub Consultants:</i></b>		
Costin Public Outreach	Public Outreach	2,347,827.00
Group Delta	Geotechnical	1,721,624.00
Psomas	Right of Way Engineering & Surveying	1,401,184.00
Monument ROW Services	Right of Way and Utilities	633,154.00
CR Associates	Maintenance of Traffic and Grant Writing	272,976.00
VCS Environmental	Environmental Permitting	934,766.00
WSP	Tolling, Funding Strategy and Grant Proposals	7,540,027.00
GCAP	DBE & Labor Compliance	794,334.00
Albert Risk Management	Risk Management	50,072.00
FPS Project Services	Scheduling	83,971.00
Krebs Corp	Cost Estimating	2,688,448.00
Technology Partnerz	FHWA Cost Estimate Review	434,941.00
RT Engineering & Associates	Construction Management Support	2,830,690.00
Falcon Engineering	Construction Management Support	3,122,878.00
A1 Management & Inspection	Quality Assurance	5,025,123.00
Fountainhead	Construction Management Support	4,841,062.00
Dynamic Engineering Services	Electrical Inspection	1,302,813.00
American Safety Group (ASG)	Safety Management	143,587.00
<b>TOTAL COSTS</b>		<b>\$ 78,702,500.00</b>

<sup>1</sup> 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"**

**FEDERAL DEPARTMENT OF TRANSPORTATION  
FHWA AND CALTRANS REQUIREMENTS**

**[attached behind this page]**

DRAFT



## **EXHIBIT "D"**

### **FEDERAL DEPARTMENT OF TRANSPORTATION FHWA AND 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 deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and any regulations or standards adopted by Commission to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the Commission upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Commission shall require to ascertain compliance with this clause.

E. 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.

F. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

## **2. FHWA TITLE VI ASSURANCES.**

A. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the Commission shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: i. withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or ii. cancellation, termination or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: Consultant shall include the provisions of paragraphs (A) through (F) in every sub-agreement, including procurements of materials and leases of

equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as the Commission or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request Commission enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

### **3. ADDITIONAL NONDISCRIMINATION REQUIREMENTS**

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to: Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with

disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **4. DEBARMENT AND SUSPENSION CERTIFICATION**

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 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.

#### **5. 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.

## **6. PROMPT PAYMENT**

A. Consultant agrees to pay each subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the receipt of each payment the Consultant 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.

B. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant to a subconsultant, Consultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the Consultant to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

C. The above provisions apply to Consultant's subconsultants who retain subconsultants.

D. **PROMPT PAYMENT CERTIFICATION** For projects awarded on or after September 1, 2023: the Consultant shall submit Caltrans Exhibit 9-P (available at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms> and incorporated herein by reference) to the Commission by the 15th of the month following the month of any payment(s). If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P. The submitted forms shall be reviewed by the Commission and submitted to Caltrans.

## **7. RELEASE OF RETAINAGE**

No retainage will be held by the Commission from progress payments due to Consultant. Consultant and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the Commission's prior written approval. Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties,

sanctions, and other remedies specified in Section 3321 of the California Civil 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, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

## **8. 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.

## **9. DBE PARTICIPATION**

A. Consultant or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Commission has included a contract goal for DBEs under this Agreement. Consultant shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

Consultant shall meet the DBE goal shown in this exhibit, or demonstrate that it made adequate Good Faith Efforts (GFE) to meet this goal. It is Consultant’s responsibility to verify all DBE firms included in its proposal are certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform under this Agreement. Additionally, the Consultant is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation’s federally mandated statewide overall DBE goal. Credit for materials or supplies Consultant purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.

- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.

- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This Agreement is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

Consultants who enter into a federally-funded agreement will assist the Commission in a good faith effort to achieve California's statewide overall DBE goal. Any subcontract entered into as a result of this Agreement shall contain all of the DBE provisions in this Exhibit "D".

## **10. DBE GOAL**

The goal for DBE participation for this Agreement is 22%. Participation by DBE Consultant or subconsultants shall be in accordance with information contained in Exhibit 10- O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of this Agreement. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

A. Consultant can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the Consultant must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If Consultant has not met the DBE goal, Consultant must complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

## **11. CONTRACT ASSURANCE; REMEDIES**

A. Contract Assurance. Under 49 CFR 26.13(b):

Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

B. Failure by the Consultant 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 appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying Consultant from future proposing as non-responsible

## **12. TERMINATION AND REPLACEMENT OF DBE SUBCONSULTANTS**

Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains the Commission's written consent. Consultant shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the Commission. Unless the Commission's consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

A. Termination of DBE Subconsultants. After execution of this Agreement, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Commission:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Commission stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Commission's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from this Agreement.
9. Listed DBE is ineligible to receive credit for the type of work required.



10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on under this Agreement.

11. The Commission determines other documented good cause.

B. Consultant must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the Consultant's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Commission. The written notice to the DBE must request they provide any response within five (5) business days to both the Consultant and the Commission by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within five (5) business days, Consultant may move forward with the request as if the DBE had agreed to Consultant's written notice.

3. Submit Consultant's DBE termination request by written letter to the Commission and include:

- One or more above listed justifiable reasons along with supporting documentation.
- Consultant's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Consultant's written notice
- The DBE's response to Consultant's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Commission shall endeavor to respond in writing to Consultant's DBE termination request within five (5) business days.

C. Replacement of DBE Subconsultants. After receiving the Commission's written authorization of DBE termination request, Consultant must obtain the Commission's written agreement for DBE replacement. Consultant must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Commission which must include:

a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.

b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:

- Description of scope of work and cost proposal
- Proposed subcontract agreement and written confirmation of agreement to perform under this Agreement.
- Revised Exhibit 10-O2: Consultant Contract DBE Commitment.

2. If Consultant has not identified a DBE replacement firm, submits documentation of Consultant's GFEs to use DBE replacement firms within seven (7) days of Commission's authorization to terminate the DBE. Consultant may request the Commission's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and or other work Consultant had intended to self-perform, to the extent needed to meet DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Commission may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports Consultant's GFE

The Commission shall endeavor to respond in writing to Consultant's DBE replacement request within five (5) business days.

### **13. DBE COMMITMENT AND UTILIZATION**

The Commission's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization. The Commission shall request Consultant to:

1. Notify the Commission's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1st-tier subconsultant
  - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If Consultant is a DBE Consultant, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify Consultant in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify Consultant in writing of the certification date. Consultant shall submit the notifications to the Commission. On work completion, Consultant shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the Commission within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the Commission within 90 days of contract acceptance. The Commission will withhold \$10,000 until the form is submitted. The Commission will release the withheld funds upon submission of the completed form.

In the Commission's reports of DBE participation to Caltrans, the Commission must display both commitments and attainments.

### **14. COMMERCIALLY USEFUL FUNCTION - DBEs**

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the Agreement

and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

Consultant must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the Project.

Consultant must provide written notification to the Commission at least 15 days in advance of each DBE's initial performance of work or supplying materials for this Agreement. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, Consultant shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation (available online at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>) and incorporated herein by reference). Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

Consultant must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation (available online at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>) and incorporated herein by reference. Consultant must submit to the Commission these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

Consultant must notify the Commission immediately if they believe the DBE may not be performing a CUF. The Commission will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any

additional Commission evaluations. The Commission must evaluate DBEs and their CUF performance throughout the duration of this Agreement. The Commission will provide written notice to the Consultant and the DBE at least two (2) business days prior to any evaluation. The Consultant and the DBE must participate in the evaluation. Upon completing the evaluation, the Commission must share the evaluation results with the Consultant and the DBE. An evaluation could include items that must be remedied upon receipt. If the Commission determines the DBE is not performing a CUF, the Consultant must suspend performance of the noncompliant work.

Consultant and DBEs must submit any additional CUF related records and documents within five (5) business days of Commission's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If Consultant and/or the Commission determine that a listed DBE is not performing a CUF in performance of their DBE committed work, Consultant must immediately suspend performance of the noncompliant portion of the work. The Commission may deny payment for the noncompliant portion of the work. The Commission will ask the Consultant to submit a corrective action plan (CAP) to the Commission within five (5) days of the noncompliant CUF determination. The CAP must identify how the Consultant will correct the noncompliance findings for the remaining portion of the DBE's work. The Commission has five (5) days to review the CAP in conjunction with the Consultant's review. The Consultant must implement the CAP within five (5) days of the Commission's approval. The Commission will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function under the Agreement, Consultant may have good cause to request termination of the DBE.

A. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra

participant, examine similar transactions, particularly those in which DBEs do not participate.

B. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

## **15. RECORDS OF PAYMENTS TO DBEs**

A. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier.

The records shall show the date of payment and the total dollar figure paid to all firms. DBE Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

B. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to local administering agencies.

C. For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the Consultant must submit Exhibit 9-P to the Commission. If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

## **16. 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.

## **17. 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).

## **18. 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.

## **19. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES**

Consultant shall not obligate or expend any funds to be reimbursed under this Agreement to:

- Procure or obtain;
  - Extend or renew a contract to procure or obtain; or
  - Enter into a 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. The prohibited vendors (and their subsidiaries or affiliates) are:
    - Huawei Technologies Company;
    - ZTE Corporation;
    - Hytera Communications Corporation;
    - Hangzhou Hikvision Digital Technology Company;
    - Dahua Technology Company; and
    - Subsidiaries or affiliates of the above-mentioned companies.
- and customers is sustained.

**EXHIBIT “E”**

**CONSULTANT DBE COMMITMENT**

**[attached behind this page]**

**DRAFT**



Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Consultant Name: _____			
5. Contract DBE Goal %: _____			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %

**EXHIBIT “F”**

**DISCLOSURE OF LOBBYING ACTIVITIES**

**[attached behind this page]**

DRAFT

**Not Applicable****EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

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

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known _____	
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> _____	
<b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI) _____  (attach Continuation Sheet(s) if necessary)	<b>11. Individuals Performing Services</b> (including address if different from No. 10) (last name, first name, MI) _____  (attach Continuation Sheet(s) if necessary)	
<b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>14. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>13. Form of Payment (check all that apply):</b> <input checked="" type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
<b>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:</b>  (attach Continuation Sheet(s) if necessary)		
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>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.</b>		
Signature: <u>Chris Johnson</u> Print Name: <u>Chris A. Johnson, PE</u> Title: <u>Vice President, Parsons Transportation Group Inc.</u> Telephone No.: <u>858.568.8568</u> Date: <u>9/7/2023</u>		Authorized for Local Reproduction  Standard Form - LLL

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files



# **AGENDA ITEM 8**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	November 27, 2023
<b>TO:</b>	Western Riverside County Programs and Projects and Committee
<b>FROM:</b>	Sri Srirajan, Senior Capital Projects Manager
<b>THROUGH:</b>	David Thomas, Toll Project Delivery Director
<b>SUBJECT:</b>	Amendment to Project and Construction Manager Services for the Interstate 15/State Route 91 Express Lanes Connector Project

**STAFF RECOMMENDATION:**

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

- 1) Approve Agreement No. 15-31-001-14, Amendment No. 14 to Agreement No. 15-31-001-00, with Parsons Transportation Group, Inc. (Parsons) to provide additional project and construction management (PCM) services for the Interstate 15 (I-15)/State Route 91 (SR-91) Express Lanes project (15/91 ELC) in the amount of \$2,330,533, plus a contingency of \$233,053, for an additional amount of \$2,563,586; and extend the term to June 30, 2027;
- 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 the Project.

**BACKGROUND INFORMATION:**

**15/91 ELC**

The 15/91 ELC will provide tolled express lane connectors between the existing 91 Express Lanes and I-15 Express Lanes to the north of SR-91 (Figure 1 Vicinity Map). The 15/91 ELC was originally part of the SR-91 Corridor Improvement Project (CIP), which opened in March 2017 in the city of Corona. Due to the recession and budget constraints during the planning for the 91 Project, the 15/91 ELC and other project elements were deferred as future phases.

In April 2017 Governor Brown signed Senate Bill 132 (SB 132) which appropriated \$427 million to the Riverside County Transportation Efficiency Corridor (RCTEC) for five projects. SB 132 allocated \$180 million to the 15/91 ELC allowing that deferred project element to be constructed much sooner than expected. In October 2017, the Commission approved an overall procurement strategy for the 15/91 ELC to secure all the services and construction needed to deliver the project. The approved strategy consisted of a series of contract

amendments to existing 91 CIP and I-15 Express Lanes Project (ELP) contracts with engineering companies, contractors, toll vendors, legal, and financial advisors.

The 15/91 ELC Project adds the following:

- 1) A single-lane tolled express lane connector from the eastbound 91 Express Lanes to the northbound 15 Express lanes; and
- 2) A single-lane tolled express lane connector from the southbound 15 Express Lanes to the westbound 91 Express Lanes.



Figure 1: 15/91 Express Lanes Connector Project Vicinity Map

### **Parsons and PCM Services**

In April 2015, after a competitive procurement process, the Commission entered into an agreement with Parsons to provide PCM services for the I-15 Express Lanes Project. PCM services for this design-build project included procurement services, project financing support, toll system and operations planning, engineering, design review/oversight, construction management/oversight, agency agreement support, and other necessary services.

### **DISCUSSION:**

In January 2018, the Commission approved an amendment to the Parsons agreement to add additional PCM services for the 15/91 ELC project. The scope of work included support to staff



in its efforts to negotiate with the I-15 ELP Design-Build contractor to amend the I-15 ELP contract to include the 15/91 ELC work, as well as continuing the I-15 ELP construction management/oversight for the 15/91 ELC in the amount of \$14,787,573, plus a contingency amount of \$1,462,427, for a total amount not to exceed \$16,250,000. Negotiations with the I-15 ELP contractor pursued however were unsuccessful and the Commission elected to take the “offramp” which require procuring a new Design-Build contractor. This additional effort and time extension required further amendment to the Parsons’ PCM services contract.

At its March 2020 meeting, the Commission approved an amendment to the Parsons agreement to provide PCM services for the 15/91 ELC under a new contract in the amount of \$14,825,000, plus a contingency amount of \$1,482,000, for a total amount not to exceed \$16,307,000, and extend the term to June 30, 2024.

#### **Summary of PCM Services Contingencies**

<b>Commission Date</b>	<b>Authorized Contingency</b>
1/10/2018	\$1,462,427
3/11/2020	\$1,482,000
<b>Total Authorized Contingency for PCM Services</b>	
	<b>\$2,944,427</b>

Consistent with the October 2017 Commission approved procurement strategy, several amendments to the Parsons’ agreement have been made to ensure that the 15/91 ELC project had the needed PCM resources to support the Commission’s delivery of this project within the stipulated SB 132 timelines.

As the 15/91 ELC progressed, additional construction scope and changes were made to the project. Two amendments were issued to Parsons using the Commission authorized contingency funds for the following construction scope changes:

Eastbound Express Lane addition on SR-91 (EB 2.0): As originally scoped, the 91 Express Lanes eastbound diverge point at the connectors splits to the northbound and southbound I-15 express lanes connectors, and a single lane extends eastbound through the interchange terminating west of the Promenade Avenue overcrossing. An amendment was issued to the PCM and Design-Builder to extend a second express lane approximately half a mile from the diverge point east to near Promenade Avenue overcrossing. This modification will improve the operations in the eastbound 91 Express Lanes by alleviating the bottleneck at the 15/91 ELC diverge point.

Railroad Flagging Services: When working within or near railroad property, the railroad operators require flaggers to be on site to ensure safe train operations. Historically these services were provided by the railroad, Burlington Northern and Santa Fe (BNSF), and reimbursed by the project. During the national railroad strike negotiations in the summer of 2022, BNSF advised staff that they would no longer be providing flagging services and that the local agency would be responsible for contracting directly for these services. An amendment was issued to the PCM to provide these services.

### Summary of Previous Amendments

Scope of Work	Amendment	Authorized Contingency Balance
Eastbound Express Lane addition on SR-91 (EB 2.0)	\$1,742,202	\$1,202,225
Railroad Flagging Services	\$1,000,000	\$202,225

Due to the additional scope for the Eastbound Express Lane addition as well as other impacts, the project substantial completion (opening) was extended from June 2023 to November 2023. This time extension requires additional resources for the PCM services to complete the project. Accordingly, an amendment to Parson's agreement is required for continued PCM services. Staff has reviewed and negotiated the revised budget including the appropriate level of labor hours and cost to complete the delivery of the project. An amendment for an additional \$2,532,758 is required to provide the necessary support through the end of the project. The remaining contingency amount of \$202,225 will be utilized to reduce the additional Commission authorization amount to \$2,330,533. Staff is requesting that an additional contingency of 10 percent, or \$233,053, be allocated to account for any additional unforeseen issues that may arise.


The project requires a three-year plant establishment period that shall commence upon RCTC's issuance of a certification of initial acceptance for all replacement plantings and irrigation installation work. Staff requests extension of the contract term to June 30, 2027, to provide support services through the plant establishment period.

#### **STAFF RECOMMENDATION:**

Staff recommends approval of Amendment No. 14 to Agreement No. 15-31-001-00 with Parsons to fund PCM services for the Project in the amount of \$2,330,533, plus a contingency of \$233,053, for an additional amount of \$2,563,586 and to extend the term of the contract to June 30, 2027. Additionally, staff recommends authorization for the Chair or Executive Director to execute the amendment on behalf of the Commission, pursuant to legal counsel review and for the Executive Director or designee to approve contingency work that may be required to complete the Project.

**FISCAL IMPACT:**

Costs for this Amendment are funded as follows:

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2023/24 FY 2025+	Amount:	\$2,358,536 \$205,050
Source of Funds:	91 Toll Revenue			Budget Adjustment:	No N/A
GLA No.:	003039 81601 00000 0000 605 31 81601				
Fiscal Procedures Approved:				Date:	11/14/2023

Attachment: Amendment No. 14 to Agreement No. 15-31-001-00 with Exhibits for Work Scope, Schedule, and summary of Cost



**AMENDMENT NO. 14 TO PROFESSIONAL SERVICES  
AGREEMENT FOR PROJECT AND CONSTRUCTION  
MANAGEMENT SERVICES FOR THE 1-15 CORRIDOR  
IMPROVEMENT PROJECT**

1. PARTIES AND DATE

This Amendment No. 14 to the Agreement for project and construction management services is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and PARSONS TRANSPORTATION GROUP INC., an Illinois corporation ("Consultant").

2. RECITALS

- 2.1 The Commission and the Consultant entered into an agreement, dated April 8, 2015, for the purpose of providing project and construction management services for the Interstate 15 Corridor Improvement Project (the "Master Agreement") for a maximum not to exceed ("NTE") amount of \$50,625,807.
- 2.2 Senate Bill 132 was enacted on April 28, 2017, and provides, among other things, \$180 million for new tolled express lanes connectors from the 91 Express Lanes to the northern portion of the 1-15 (15/91 ELC). Funds under SB132 are available for encumbrance and liquidation only until June 30, 2023.
- 2.3 AB 115 was enacted on June 27, 2017, and provides additional project delivery authority to Commission to ensure cost-effective and timely delivery of the 15/91 ELC. Additional project delivery authority includes, but is not limited to, amendments to any existing 1-15 Express Lanes Project or 91 Express Lanes Project contract. This amendment is authorized pursuant to AB 115.
- 2.4 The Commission and the Consultant entered into Agreement No. 15-31- 001-02-A, an amendment to the Master Agreement, dated November 1, 2017, in order to provide additional engineering and environmental services to complete the Caltrans supplemental Project Report and Environmental Document revalidation for the 15/91 ELC.
- 2.5 The Commission and the Consultant entered into Amendment No. 3 to the Master Agreement, dated March 28, 2018, ("Amendment No. 3") in order to extend the term, to provide project and construction management services for the 15/91

ELC, to update the indemnification provision pursuant to SB 496, and to include certain additional standard federal provisions.

- 2.6 The Commission and the Consultant entered into Amendment No. 4 to the Master Agreement, dated January 29, 2019, to provide design refinement, including geometrical and structural changes, and additional soundwall studies and revisions mandated by Caltrans District 8 Noise Group to obtain environmental approval of the 15/91 ELC, and to provide additional funding therefor.
- 2.7 The Commission and the Consultant entered into Amendment No. 5 to the Master Agreement, dated June 26, 2019, to provide additional services required to obtain environmental approval of the 15/91 ELC, primarily related to unanticipated additional noise study work, and to provide additional funding for such services.
- 2.8 The Commission and the Consultant entered into Amendment No. 6 to the Master Agreement, dated July 26, 2019, to provide public information services and additional compensation for such services related to the 1-15 Express Lanes Project (1-15 ELP).
- 2.9 The Commission and the Consultant entered into Amendment No. 7 to the Master Agreement, dated October 9, 2020, to extend the term and provide additional project and construction management services required for the 15/91 ELC, and to provide additional funding for such services.
- 2.10 The Commission and the Consultant entered into Amendment No. 8 to the Master Agreement, dated February 28, 2022, to provide additional environmental studies, final design, and construction management services required for the 1-15 Interim Corridor Operations Project (1-15 ICOP), and to provide additional funding for such services.
- 2.11 The Commission and the Consultant entered into Amendment No. 9 to the Master Agreement, dated June 2, 2022, to update the cost for environmental services, to provide supplemental public outreach services, and to provide additional funding for construction support services required for the 1-15 ICOP.
- 2.12 The Commission and the Consultant entered into Amendment No. 10 to the Master Agreement, dated August

22, 2022, to provide planning and general oversight of the extension of the I-15 Express Lanes to the San Bernardino County Line.

- 2.13 The Commission and the Consultant entered into Amendment No. 11 to the Master Agreement, dated March 14, 2023, to provide closeout services for the I-15 ELP and to provide additional funding for such services.
- 2.14 The Commission and the Consultant entered into Amendment No. 12 to the Master Agreement, dated April 5, 2023, to provide railroad flagging services and to provide additional funding for such services.
- 2.15 The Commission and the Consultant entered into Amendment No. 13 to the Master Agreement, dated September 13, 2023, to provide additional services for the addition of the eastbound express lane between Main Street and Promenade Avenue on State Route 91 Express Lanes, hereinafter referred to as "EB 2.0".
- 2.16 The Commission and the Consultant now desire to amend the Master Agreement in order to provide continued project and construction management services for the extended duration of the 15/91 ELC, to extend the term of the Master Agreement to June 30, 2027 to provide support through the plant establishment period for the 15/91 ELC, and to provide additional funding for such services.

### **3. TERMS**

- 3.1 The Services, as that term is defined in the Master Agreement, shall be amended to include the additional project and construction management services required for the 15/91 ELC, as further described in Exhibit "A" attached to this Amendment No. 14 and incorporated herein by reference.
- 3.2 The term of the Master Agreement, as set forth in Section 3.3 of the Master Agreement, is hereby extended through June 30, 2027.
- 3.3 Services under this Amendment No. 14 shall be compensated in accordance with the cost details included in Exhibit "B" attached to this Amendment No. 14 and incorporated herein by reference. An additional not exceed sum of Two Million, Five Hundred

Thirty Two Thousand, Seven Hundred Fifty Eight Dollars (\$2,532,758) shall be allocated under this Amendment No. 14 for such Services, as follows:

A. Two Hundred Two Thousand, Two Hundred Twenty Five Dollars (\$202,225) of remaining contingency funds previously authorized by the Commission is hereby allocated under this Amendment No. 14.

B. Two Million, Three Hundred Thirty Thousand, Five Hundred Thirty Three Dollars (\$2,330,533) of additional funding is hereby authorized by the Commission and allocated under this Amendment No. 14.

- 3.4 Except as previously amended and as amended by this Amendment No. 14, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No. 14.
- 3.5 This Amendment No. 14 shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.6 This Amendment No. 14 may be signed in counterparts, each of which shall constitute an original.
- 3.7 A manually signed copy of this Amendment No. 14 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 14 for all purposes. This Amendment No. 14 may be signed using an electronic signature.

[Signatures on following page]



**SIGNATURE PAGE TO AMENDMENT NO. 14  
AGREEMENT NO. 15-31-001-14**

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

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

**PARSONS TRANSPORTATION  
GROUP INC.**

By: \_\_\_\_\_  
Anne Mayer, Executive Director

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**APPROVED AS TO FORM:**

**ATTEST:**

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\* A corporation requires the signatures of two corporate officers.

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

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

## **EXHIBIT "A"**

### **SCOPE OF WORK**

Additional time was granted to the Design-Build contractor on the 15/91 ELC for various reasons including, but not limited to, weather and other impacts, extending the Design Build contract duration by 174 calendar days. As a result, additional Consultant project and construction management services are required for such extended period.

Consultant shall continue to furnish all Services, as that term is defined in the Master Agreement, as previously amended for the 15/91 ELC, including, but not limited to, all technical and professional services, labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the professional project and construction management services necessary to oversee completion of the 15/91 ELC including, but not limited to, oversight of the 15/91 ELC plant establishment period.

**EXHIBIT "B"**  
**COMPENSATION**

**[attached behind this page]**



# **AGENDA ITEM 9**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	November 27, 2023
<b>TO:</b>	Western Riverside County Programs and Projects Committee
<b>FROM:</b>	David Lewis, Capital Projects Manager
<b>THROUGH:</b>	Erik Galloway, Project Delivery Director
<b>SUBJECT:</b>	Amendment No. 4 with WSP USA Inc., for Professional Services, and Operations and Maintenance Agreement with Caltrans for the Interstate 15 SMART Freeway Pilot Project

**STAFF RECOMMENDATION:**

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

- 1) Approve Agreement No. 21-31-063-04, Amendment No. 4, to Agreement No. 21-31-063-00 with WSP USA Inc., (WSP) to provide professional services for the Interstate 15 SMART Freeway Pilot Project (Project), in the amount of \$698,102 plus a contingency amount of \$69,810 for an additional amount of \$767,912, and a total amount not to exceed \$4,767,912;
- 2) Approve Agreement No. 23-31-063-00 with Caltrans for the draft operations and maintenance (O&M) of the Project;
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission;
- 4) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
- 5) Authorize the Executive Director or designee, pursuant to legal counsel review, to execute non-funding amendments to the agreements on behalf of the Commission.

**BACKGROUND INFORMATION:**

At its Annual Commission Workshop held on January 31, 2020, a presentation was provided about technology-based traffic management strategies, referred to as "SMART Freeways". This meeting launched a feasibility study for a pilot project along I-15 from the San Diego County line to Winchester Road in Temecula. The proposed pilot project would control traffic using software called STREAMS, developed by an Australian company called Transmax.

Subsequently on September 28, 2020, Interstate 15 Corridor Ad Hoc Committee received an update on the project status which outlined the framework for the next steps after completion of the feasibility study.

At the May 12, 2021, Commission meeting, the Commission awarded Agreement No. 21-31-063-00 to WSP, to provide professional services for preliminary engineering, environmental documents, final design, construction support, and operation support services for the Project. In addition, the Committee approved Agreement No. 21-31-059-00 with Caltrans to obtain State Highway Operation and Protection Program (SHOPP) Minor Funds contribution of \$1.2 million towards the Project's construction.

At its November 9, 2022, Commission meeting the Commission approved the award of Agreement No. 22-31-098-00 to Anser Advisory for construction management services, materials testing, and construction surveying for the Project.

At its September 13, 2023, Commission meeting the Commission was provided an update on the project status and awarded Agreement Nos. 23-031-034-00 and 23-031-035-00 with Transmax Pty Ltd (Transmax) for the software license agreement and professional services. The Commission was also informed of the challenges experienced with obtaining approval of this first-of-a-kind project and the additional effort that will be addressed in this agenda item.

### **Project Scope**

The scope of the Project is to add active traffic management strategies to the northbound direction of I-15 from the San Diego County line to Winchester Road. The system was developed by the Victoria Department of Transport (VDOT) and implemented by Transmax in Australia. This will be a first-of-kind approach in the state of California. The system has been extensively used in Melbourne's Managed Motorway system and extends over 100 miles of freeway. The system and software to be utilized have been piloted in the United States between 2021 to 2022 on I-25 in Colorado as part of Colorado Department of Transportation (CDOT) SMART 25 project. In addition, Contra Costa Transportation Authority (CCTA) is developing a similar project on the I-680 called the Innovate 680 Program. CCTA's program will utilize STREAMs software as well as other ITS Systems and elements utilized in Melbourne's Managed Motorway system.

The Project to be implemented on I-15 will include the following elements:

- Improvements to the northbound entrance ramps at Temecula Parkway and Rancho California Road, including pavement widening, barriers, and miscellaneous improvements (civil improvements);
- Installation of an Intelligent Transportation System, which includes enhanced traffic detection devices consisting of traditional loop detectors, TIRTLs (The Infra-Red Traffic Logger) and Coordinated Adaptive Ramp Metering (CARM) at northbound Temecula Parkway, Rancho California Road, and Winchester Parkway (ITS improvements); and
- Implementation of the STREAMS software platform provided by Transmax to monitor and operate the CARM system.



The pilot Project will construct the improvements and operate the system for two years. Regular monitoring reports will be prepared during the operations phase and presented to the Commission and Caltrans; the reports will compare the performance of the system to established criteria. Criteria that will be used in this assessment include travel time, travel time savings, average speeds, traffic flow during peak periods, decrease in congestion time, ramp meter queue length and duration. At the end of the pilot period, the Commission, in partnership with Caltrans, will assess the data and reports to decide whether to continue operating the system. During the pilot period, discussions will be held with Caltrans to identify funding and the necessary agreements to allow for the continued operation of the SMART freeway system if the results are positive and it is determined to continue the systems operation under Caltrans management.

### **Project Status**

After the May 12, 2021 Commission meeting, RCTC staff and the consultant team developed the environmental and design documents for the project. As of September 12, 2023, the 100 percent design has been approved. The Caltrans encroachment permit was approved on November 9, 2023. It is anticipated that all necessary documents, approvals, and funding authorizations will allow for advertisement for construction by January 2024.

### **DISCUSSION:**

Over the past two years of the Project's development, several challenges have presented themselves resulting in out-of-scope work. This work has resulted in an increase in the effort required by WSP and an increase in the total project cost. The following is a list of what was encountered and the measures that will be taken to ensure project success:

- Adjacent Projects – During the Projects development, multiple projects were identified as being within and adjacent to its limits. To mitigate the risk of impacts to the Projects construction and pilot program operations, coordination between the projects will be conducted. The following is a list of projects that have been identified as requiring coordination:
  - Caltrans Auxiliary Lane Project (1K400) is in the PS&E phase and overlaps the Project at the Rancho California Direct On-Ramp.
  - City of Temecula I-15 Auxiliary Lane Project (1K402) is in the construction phase and overlaps the Project between the I-15 Temecula and Rancho California Interchanges.
  - City of Temecula French Valley Phase II (FVP) project was in design and will be in the construction phase at the same time as the Project. The projects overlap from the Winchester interchange to the Project's northerly limits.
  - Caltrans District 11, I-15 Pavement Rehabilitation project is in the construction phase and limits begin just outside of the Project's southerly boundary.

- Post-Design Revisions at Winchester - FVP overlaps the Project from the Winchester interchange to the project limits to the north. Project design changes will be conducted to address overlapping work and integrate the ITS system into the completed FVP project.
- Hazardous Waste Analysis – Soil sampling for hazardous waste analysis was not anticipated to be required due to recent disturbance in the project area. Caltrans requested additional analysis be performed to determine if soil sampling would be required prior to construction.
- Contract Extensions and Rate Adjustment – The WSP contract for the Project had a completion date of March 31, 2025. Due to the need for additional technical studies beyond the original project scope, the project was delayed. These delays resulted in the need for a contract extension through the conclusion of the pilot period in Early 2027. The contract term date will be extended from March 2025 to 2027 and the costs are adjusted accordingly.
- Surveys – It was determined post execution of the WSP contract that the project schedule would benefit from surveys being performed by WSP. To facilitate this additional scope, budget from future activities was shifted to permit WSP to perform the work.
- Public Outreach – At the time that the contract scope for WSP was being developed, the pandemic required that public outreach be performed virtually. Now that restrictions have been lifted, the addition of public meetings, interactive tools, and animations are needed.

#### **WSP Agreement – Amendment No. 4**

At the May 12, 2021, Commission meeting, the Commission awarded Agreement No. 21-31-063-00 to WSP, to provide professional services for preliminary engineering/environmental documents, final design, construction support, and operation support services for the Project. As noted earlier in this item, several unforeseen and complex issues arose during the design development that resulted in unanticipated out of scope work.

To address the additional effort and to ensure the project maintained the schedule, budget adjustments were made to reallocate funds from tasks no longer required or future tasks, including design support during construction and operations support during the 2-year pilot period. Amendment No. 2 was issued to WSP and included a budget reallocation to cover some of this out-of-scope work, additional budget is required to replenish the future tasks and address potential risks during the pilot period.

Staff has negotiated the revised scope of work (including the appropriate level of effort, labor categories/mix, etc.), cost, and schedule received from WSP for the Project services, and has established a fair and reasonable price. The proposed cost for Amendment No. 4 is \$698,102 plus a contingency of \$69,810 for a total amount not to exceed \$767,912.

### **Caltrans Draft Operations & Maintenance Agreement**

During the 2-year pilot period, RCTC will operate the CARM system, monitor its operations and make any necessary repairs or maintenance to ensure the system is operational 24 hours a day / 7 days a week. An O&M agreement between Caltrans and RCTC is required for RCTC to perform this task on Caltrans right of way. This agreement outlines the roles and responsibilities of both parties and details the project requirements. This is a no cost agreement, but it must be executed to allow the project to proceed to the construction and operations phase. The draft agreement is in the final stages of legal review and approval. Only minor revisions are anticipated. Attachment 1 is the draft O&M agreement with Caltrans.

Staff is seeking authorization for the Chair or Executive Director to execute, on behalf of the Commission, the above referenced draft O&M agreement, pursuant to legal counsel review.

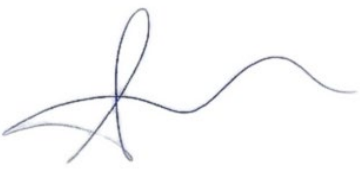
### **FISCAL IMPACT:**

#### **Funding Source Breakdown**

	Item	Dollar Amount	Fund Source
1	WSP	\$767,912	CMAQ
2	Caltrans O&M	N/A	N/A
	<b>Total</b>	<b>\$767,912</b>	

#### **Expenditure Schedule**

	Item	FY 2023/24+	GL/Project Accounting No.
1	WSP	\$767,912	003051 8111000000000/261 31 81110
2	Caltrans O&M	N/A	N/A
	<b>Total</b>	<b>\$698,102</b>	

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2024/2025 FY 2025/2026	Amount:	\$230,374 \$537,538
Source of Funds:	CMAQ			Budget Adjustment:	No
GL/Project Accounting No.:	003051 81110 00000 0000/261 31 81110				
Fiscal Procedures Approved:				Date:	11/14/2023

Attachment: Caltrans O&M Draft Agreement No. 23-31-063-00



**CALTRANS/RCTC  
I-15 SMART FREEWAYS PILOT PROJECT  
OPERATIONS AND MAINTENANCE AGREEMENT**

1. **Parties and Date.** This I-15 Smart Freeways Pilot Project Operations and Maintenance Agreement (“Agreement”) entered on \_\_\_\_\_, 2023 (“Effective Date”) is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as “Caltrans,” and the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, referred to herein as “RCTC.” Caltrans and RCTC are sometimes referred to herein, individually, as “Party” and, collectively, as “Parties”.

2. **Recitals.**

2.1 RCTC intends to undertake a I-15 Smart Freeways Pilot Project (“Project”) in Riverside County, on Interstate 15 (I-15), northbound (NB) from the San Diego County line, to Murrieta Hot Springs Road north of the I-15/I-215 split in the between Post Miles 0 and 9.8, 9.9.

2.2 The Project will be implemented by RCTC, in cooperation with Caltrans and the City of Temecula, patterned after the Managed Motorway system developed by the Victoria Department of Transport in Australia.

2.3 RCTC will install, operate, and maintain, for the pilot period, systems to collect real-time traffic data and operate active traffic management devices intended to reduce collisions, improve traffic flow, maximize the use of existing freeway capacity, and react to incidents that cause delay.

2.4 The Project is expected to improve traffic flow through use of Intelligent Transportation Systems (“ITS”), which include Coordinated Adaptive Ramp Metering (CARM) for three NB onramps, STREAMS Software System, vehicle detection and variable speed limit signs. Coordinated ramp meters are located at the NB entrance ramps at Temecula Parkway, Rancho California Road, and Winchester Parkway.

2.5 The Design Engineering Evaluation Report (DEER) and Pilot Project Decision Document were completed and finalized on October 6, 2023. RCTC will obtain Project Encroachment Permit EA IL900 from Caltrans prior to construction.

2.6 ITS improvements include cloud-based STREAMS Software (to be operated by RCTC through Amazon Web Service), hardware (including ramp metering, sensors, and signs) and conduit (including fiber optic cables and wires) to be installed within the State Highway System (SHS) and connected to the TIRTL and Caltrans fiber optic backbone system (“FO Backbone”).

2.7 Concept Drawings of the ITS system are attached to this Agreement as Exhibit “A” and incorporated herein by reference. A Detailed Diagram of the ITS system indicating which Party will be responsible for maintaining equipment identified in the diagram is attached to this Agreement as Exhibit “B” and incorporated herein by reference.

2.8 RCTC obtained approval of a Public Interest Finding (PIF) from FHWA/Caltrans on {insert date} for sole source services from WSP and equipment from STREAMS.

2.9 RCTC prepared the Project Concept of Operations (finalized on February 2, 2023), and design of civil improvements (including, modifications to the NB on-ramps, ramp widening, and consolidation of tangent ramps) and ITS elements (including, installation of TIRTL vehicle detectors, new ramp metering, closed circuit televisions and variable speed limit signs ). RCTC will also provide design support during construction of the civil and ITS elements; provision of hardware and software; system integration work; and operation, maintenance and support of the traffic management system.

If the Project performs satisfactorily, according to project approved Key Performance Indicators (KPI), as determined by Caltrans and RCTC, it is the intent of RCTC for Caltrans to continue operation of the Project following termination of this Agreement subject to funding availability.

### **3. Term.**

3.1 This Agreement shall be effective as of the last of the dates each Party's authorized representative has executed this Agreement.

3.2 The operations and maintenance period under this Agreement shall extend for a period of two (2) years commencing on the first day of operation for use by the public (the "Term").

3.3 This Agreement shall expire at the end of the two (2) year period set forth in Section 3.2 above unless the Term is extended upon written mutual agreement of the Parties.

### **4. Encroachment Permits.**

4.1 RCTC must obtain the necessary Encroachment Permits from Caltrans's District 8 Encroachment Permit Office prior to entering Caltrans right of way to perform RCTC's operation and maintenance responsibilities.

4.2 RCTC will submit the final form of the Project's Plans, Specifications and Estimates ("PS&E"), prepared, stamped and signed by a licensed civil engineer, to Caltrans's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within Caltrans right of way. Project must meet Caltrans's applicable standards.

4.3 RCTC contractors will be required to obtain an Encroachment Permit prior to the start of any work within Caltrans right of way.

4.4 An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within Caltrans's right of way

4.5 Caltrans shall issue encroachment permits to RCTC and its contractors at no cost to them.

4.6 Operation and maintenance of the ITS shall be completed in accordance with the Encroachment Permit, and with the Project plans and specifications completed during the PS&E phase of the Project and approved by Caltrans.

## 5. General Responsibilities

### 5.1 RCTC Responsibilities.

(a) RCTC shall be the implementing agency for the Project, including project design and construction.

(b) RCTC shall be responsible for addressing any public inquiries, complaints or requests for information related to the Project.

(c) RCTC shall be responsible for operation, management and maintenance of the ITS including, but not limited to, performing or causing to be performed traffic management activities associated with the operation of the Project, as further detailed in this Agreement.

(d) RCTC shall provide reports to Caltrans on performance of the Project, as further detailed in Section 7 below.

(e) RCTC shall ensure that data from the Caltrans ITS system in operation as of the Effective Date shall continue to be available during the Term, and that data generated by the Project shall be integrated into the Caltrans ITS system.

(f) RCTC shall make all reasonable efforts to keep the ITS operational at all times but does not warrant or otherwise guarantee its availability. If the ITS becomes non-operational, it will immediately revert to Caltrans default ramp metering system until ITS is restored within 24 hours by RCTC.

(g) RCTC shall transfer to Caltrans all records pertaining to material maintenance, operations, safety, and modifications of the ITS generated during the Term of this Agreement.

(h) RCTC shall apply for an Encroachment Permit from Caltrans for the Project Contractor to access and complete work in Caltrans Right-of-Way

(i) RCTC shall maintain the Project civil improvements. . RCTC shall apply for Relief of Maintenance prior to Caltrans maintaining Project Civil improvements.

(J) RCTC will operate and maintain the Project during the pilot period in cooperation with Caltrans, and RCTC will fund 100% the Project with a mix of local funds, Congestion Mitigation and Air Quality Improvement (CMAQ) funds from Federal Highway Administration ("FHWA"), and State Highway Operation and Protection Program (SHOPP) funds

## 5.2 Caltrans Responsibilities.

(a) Caltrans shall provide oversight for the Project per Caltrans Standards and Procedures. Oversight does not include any efforts necessary to develop or deliver Project or any validation by verifying or rechecking Project. When Caltrans performs oversight, it does so for its own benefit and is not subject to liability for its performance of oversight.

(b) Caltrans shall make all reasonable efforts to keep the FO Backbone operational at all times but does not warrant or otherwise guarantee its availability.

(c) Caltrans shall make all reasonable efforts to keep the electrical power within Project area operational at all times but does not warrant or otherwise guarantee its availability.

(d) Caltrans shall review and approve, as deemed appropriate, a no cost Encroachment Permit for the Project Contractor to access and complete work in Caltrans Right-of-Way.

## 5.3 Joint Responsibilities.

(a) The Parties shall cooperate and coordinate during the Term on ongoing traffic management and operation of the Project, and for sharing, use and protection of Project Data (defined below).

## 6. **Coordination Related to Operation of ITS.**

6.1 Unless otherwise agreed upon by the Parties, the ITS installed by RCTC during the Term of this Agreement shall not unreasonably interfere with or adversely affect the operation of any Caltrans' equipment existing at the time RCTC installs its equipment.

6.2 Unless otherwise agreed upon by the Parties, any projects or equipment installed by Caltrans during the Term of this Agreement shall not unreasonably interfere with or adversely affect the operation of the ITS or any other equipment installed by RCTC.

6.3 All networking equipment and cloud services procured by RCTC will meet the ISO27001 security standard. In addition, RCTC shall require that its ITS software vendor make reasonable effort to ensure that the networking equipment and cloud services meet Caltrans IT Standards and are configured to meet existing Caltrans security requirements.

## 7. **Project Operations.**

7.1 Use of Project Data. During the Term of this Agreement, Caltrans will allow RCTC to collect, analyze and use data generated from the ITS installed within the SHS ("Project Data"), and to use the Project Data to implement traffic management.

## 7.2 Performance Standards.



(a) Key Performance Indicators (KPI) were developed as performance metrics for the Project. These performance metrics will serve as the basis for evaluating the success of the Project.

(b) During the operations period, RCTC will provide regular reports using the agreed upon performance metrics and present them to Caltrans for review and input on operations decisions.

(c) RCTC shall, prior to the end of the Term, provide a final report to Caltrans on Project performance. Caltrans shall have the ultimate authority to approve or reject the final report.

### 7.3 General Access to FO Backbone and ITS.

(a) Except as set forth below, any access by RCTC to the FO Backbone shall be requested through the Caltrans Representative and Caltrans staff shall accompany RCTC staff to troubleshoot and repair/alter the ITS. Any work requiring Caltrans assistance shall be conducted in such a manner so as to minimize impacts to Caltrans. Caltrans recognizes the potential time-sensitivity of access needed to resolve network connection problems, and will, take all reasonable steps to facilitate expedited access to the FO Backbone.

(b) Any access by Caltrans to the ITS shall be requested through the RCTC Representative and RCTC staff will accompany Caltrans staff to troubleshoot. Any work requiring RCTC assistance shall be conducted in such a manner so as to minimize impacts to Project ITS. RCTC recognizes the potential time-sensitivity of access needed to resolve network connection problems, and will, take all reasonable steps to facilitate expedited access to the ITS fiber network when such access impacts the ITS.

(c) Access for operations and/or maintenance purposes within Project area shall be through notice and coordination.

(d) Caltrans will allow RCTC access to live video images from freeway cameras for the sole purpose of assessing and managing the operation of the Project.

## 8. **Ownership of Project Improvements; Post-Pilot Operations.**

### 8.1 Ownership During Term.

(a) During the Term, RCTC shall own the ITS installed in the SHS, required for the Project.

(b) Caltrans shall own and maintain all civil improvements to the SHS completed as part of the Project upon {insert either Project acceptance (the closing of the encroachment permit)? or termination or expiration of the Term of this Agreement?} thereof by Caltrans.

8.2 Post Pilot Period ITS Operations; Ownership. Prior to the end of the Term of this Agreement, a report will provide recommendations regarding post-pilot period operations.

Following review of the report and a determination of funding availability, the Parties shall agree to evaluate an approach for the continued operation and maintenance of the ITS. If following the end of the Term, the ITS will remain in operation, RCTC shall transfer ownership of the ITS to Caltrans, subject to the terms and conditions outlined in a future agreement (“Post-Pilot Operations Agreement”). The Post-Pilot Operations Agreement shall address responsibility over ITS as mutually agreed upon by both Parties and have no effect until executed by both Parties.

8.3 Removal of ITS and Temporary Civil Improvements. Upon termination or expiration of this Agreement RCTC shall remove the ITS and other temporary civil improvements, if any, or portions thereof, from the SHS. RCTC shall coordinate with Caltrans and timely complete the work to remove the ITS. If RCTC fails to remove the ITS, Caltrans shall remove for RCTC at RCTC’s sole expense. The remaining ramp meters shall be left in the standard Caltrans configuration as shown in the Caltrans Highway Design Manual. The provisions in this section are expressly subject to any Post-Pilot Operations Agreement entered into by the Parties, and shall not apply if the ITS will remain in operation.

8.4 Budget Contingency. Notwithstanding the foregoing, the Parties recognize that Caltrans’ continued operation of the Project post-pilot period, even if the Project is deemed to have been successful, remains contingent upon the Legislature appropriating sufficient funds under the Budget Act, the encumbrance of funding to Caltrans’s District 8 and the availability of funding therefor.

## **9. Legal Relations and Responsibilities**

9.1 Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or to affect the legal liability of a party to the Agreement by imposing any standard of care with respect to the operation and maintenance of Caltrans highways and local facilities different from the standard of care imposed by law.

9.2 Neither RCTC nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by Caltrans, under or in connection with any work, authority or jurisdiction conferred upon Caltrans and arising under this Agreement. It is understood and agreed that Caltrans shall fully defend, indemnify and save harmless RCTC and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by Caltrans under this Agreement with the exception of those non-negligent actions of Caltrans necessary to cure a noticed default on the part of RCTC

9.3 Neither Caltrans nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by RCTC under or in connection with any work, authority or jurisdiction conferred upon RCTC and arising under this Agreement. It is understood and agreed that RCTC shall fully defend, indemnify, and save harmless Caltrans and all of its officers and employees from all claims, suits or actions of every

name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by RCTC under this Agreement.

## **10. Default/Remedies.**

10.1 RCTC Default. If during the term of this Agreement, RCTC should cease to operate or maintain the Project in accordance with the material terms of as provided by this Agreement, Caltrans may either undertake to perform operation and/or maintenance on behalf of RCTC, at RCTC's sole expense, or direct RCTC to remove or itself remove Project at RCTC's sole expense and restore Caltrans's right of way to its prior or a safe operable condition. RCTC hereby agrees to pay said Caltrans expenses, within thirty (30) days of receipt of billing by Caltrans. However, prior to Caltrans performing any operation and/or maintenance or removing or requiring removal of the Project, Caltrans will provide written notice to RCTC to cure the default and RCTC will have thirty (30) days to commence cure and ninety (90) days within which to affect that cure, or such longer period as reasonably agreed upon by the Parties if cure cannot be completed within ninety (90) days, and RCTC commences and diligently pursues completion of such cure.

10.2 Caltrans Default. If during the term of this Agreement, Caltrans fails or delays to perform any material term of this Agreement, RCTC shall provide written notice to Caltrans of breach. In the event that Caltrans fails to commence to cure, correct or remedy such breach within thirty (30) calendar days following receipt of written notice, or thereafter fails to diligently complete such cure, correction or remedy, a default of this Agreement shall be deemed to have occurred. In the event of a Caltrans default, RCTC may exercise the right to seek damages, specific performance or other injunctive or equitable relief.

11. **Termination.** If either Party determines that continued operation of the Project is financially infeasible, poses unacceptable risk, or results in increased congestion or accidents on the SHS, the Party desiring to terminate shall inform the other Party of its intent, and the Parties shall engage in the same process set forth in Sections 12.1 and 12.2 below for disputes. If following such process, the Party desiring to terminate this Agreement is unable to resolve its concerns, such Party shall have the right to issue a written notice of termination, which shall set forth the effective date of termination.

## **12. Dispute Resolution.**

12.1 If the Parties are unable to reach agreement on a particular issue, the Parties agree to promptly elevate the issue to the Level I Field Representatives, listed on the Issue Escalation Ladder shown in Exhibit "D" and incorporated herein by reference. If Level I Representatives are unable to resolve the issue, Parties agree they are to promptly elevate the issue up to the Level II Project Managers so on and so forth through Level III Project Sponsors. If Level III Sponsors are unable to resolve the issue, Parties agree to promptly elevate the issue to Level IV Executives. The primary objective of the issue resolution process is timely decision making.

12.2 The Parties will form an Executive Oversight Committee (EOC) composed of the two executives appearing as Level IV, EOC members in Exhibit D as part of the issue resolution

process. The EOC will be available to provide direction to the Project team when issues are elevated to the EOC. The EOC will be the final step in the Project level dispute resolution process. The primary objective of the EOC will be to ensure that issues are resolved in a timely manner. The EOC will meet on an as-needed basis to resolve issues that otherwise threaten or impact the overall success of the Project.

### **13. Other Miscellaneous Standard Provisions.**

#### **13.1 Approvals.**

(a) **Caltrans' Approvals.** Whenever Caltrans' comment, approval or consent is required under this Agreement, such comment, approval, or consent shall not be unreasonably withheld or delayed and, unless otherwise expressly provided herein, Caltrans' consent, comments or approval shall be provided within a reasonable period, provided that such time may be extended by mutual agreement.

(b) **RCTC Approvals.** Whenever RCTC's comment, approval or consent is required under this Agreement, such comment, approval, or consent shall not be unreasonably withheld or delayed and, unless otherwise expressly provided herein, RCTC's consent or approval shall be deemed given after such request is received, provided that such time may be extended by mutual agreement.

**13.2 Subcontracting.** RCTC may, in its sole discretion and in compliance with all applicable legal requirements, enter subcontracts with third party contractors or consultants for performance of any of its obligations hereunder. Such rights of RCTC include the right of RCTC to subcontract for operation and/or maintenance of the ITS and, except as expressly set forth herein, for performance of any other obligations of RCTC under this Agreement.

**13.3 Designation of Representatives.** Caltrans shall designate Caltrans operations and maintenance representatives to represent Caltrans and RCTC shall designate RCTC operations and maintenance representatives to represent RCTC. All communications between the two agencies shall be channeled through the designated representatives listed as Level I contacts on the Issue Resolution Ladder attached as Exhibit D.

**13.4 Notice.** Any notice provided pursuant to or required by this Agreement shall be in writing and shall be deemed sufficiently provided when sent by U.S. Mail, to the Parties at the following addresses:

#### **RCTC:**

Riverside County Transportation Commission  
PO Box 12008  
Riverside, CA, 92502-2208  
Erik Galloway

#### **CALTRANS:**

California Department of Transportation  
464 West Fourth Street  
San Bernardino, California 92401 Attn.:  
Attn.: Deputy District Director,  
Traffic Operations

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.

13.5 **Amendments.** This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing; however, no amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto.

14. **Insurance.**

14.1 RCTC and its contractors to perform work under this agreement (term, insurance, bodily injury, damage liability, insured amount, certificate of insurance). Certificate of insurance is provided in Exhibit C.

15. PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

By: \_\_\_\_\_  
Catalino A. Pinning III, District 8 Director

By: \_\_\_\_\_  
Anne Mayer, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Legal Counsel  
Best, Best & Krieger LLP

Date: \_\_\_\_\_

**Exhibit “A”**

Concept Drawings

[attached behind this page]

DRAFT



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
Caltrans

REVISOR  
MARLO MAYNIGO  
CALCULATED-  
DESIGNED BY  
MELISSA BRADY  
CHECKED BY  
JOE DE LA GARZA

- NOTES:
- FOR GENERAL NOTES, LEGEND AND ABBREVIATIONS, SEE SHEET E-1.
  - FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
  - FOR PROPOSED MGS, SEE SHEET C-21.
  - THE GRAYED OUT LINE WORK IS SHOWN FOR REFERENCE ONLY. SEE SHEETS E-5 AND E-23 FOR MORE INFORMATION.
- LEGEND:

- [11] INSTALL POE CCTV IP CAMERA SYSTEM ON TOP OF TYPE CCTV 35 POLE. SEE SHEET ED-16 AND CALTRANS STANDARD PLAN ES-16B FOR DETAILS.
- [25] INSTALL 1-CAT6 CABLE (CCTV) IN CONDUIT, CONNECTED TO SWITCH LOCATED INSIDE CABINET. SEE SHEET E-5 FOR CONDUIT INSTALLATION.
- [27] SHOWN FOR REFERENCE ONLY.

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
08	Riv	15, 215	R0.0/9.8 R8.9/R9.9	122	170

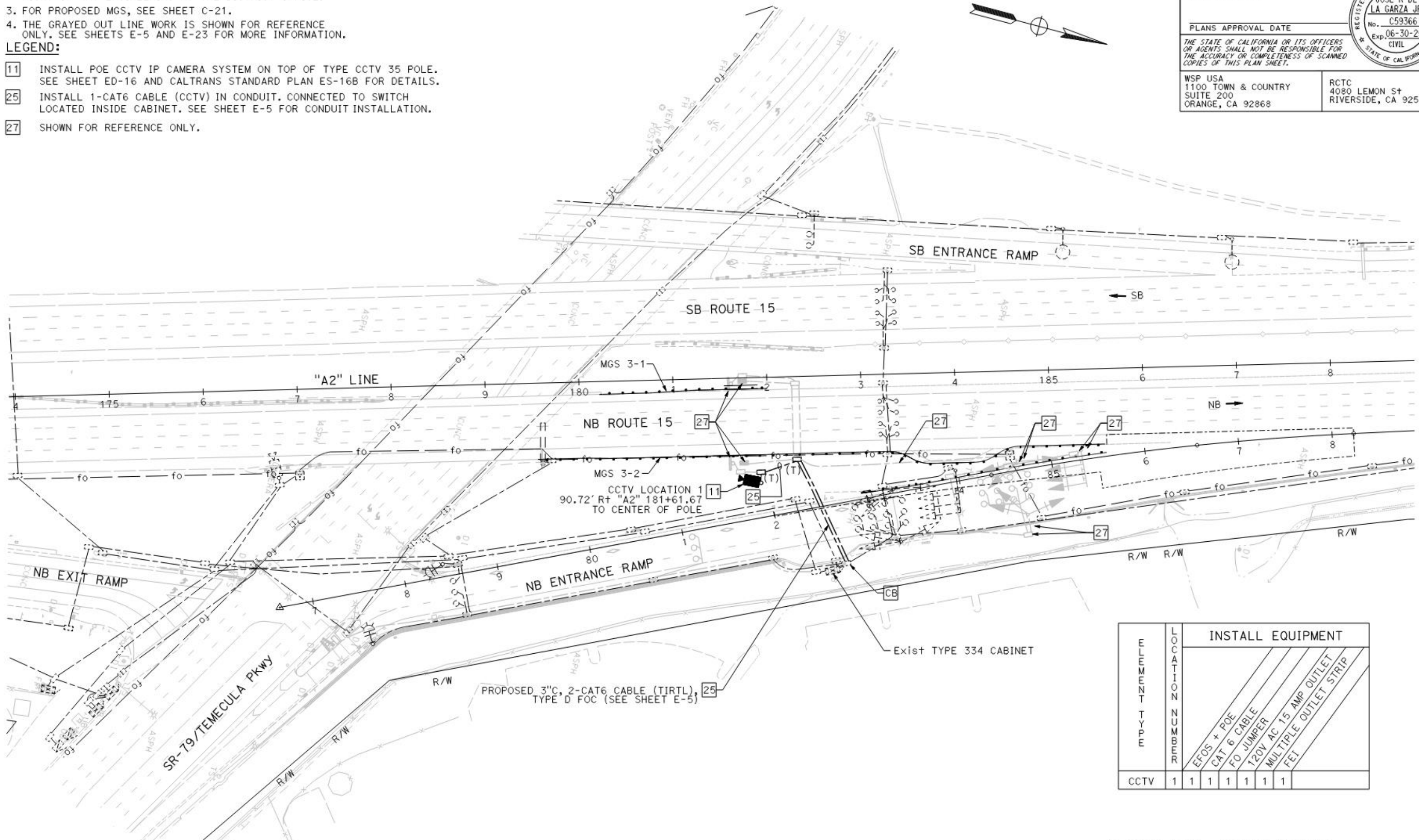
JOE R. DE LA GARZA JR.  
REGISTERED CIVIL ENGINEER  
08-04-23  
DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

WSP USA  
1100 TOWN & COUNTRY  
SUITE 200  
ORANGE, CA 92868

RCTC  
4080 LEMON ST  
RIVERSIDE, CA 92501



ELEMENT TYPE	LOCATION NUMBER	INSTALL EQUIPMENT						
		POE + POE	CAT 6 CABLE	FO JUMPER	120V AC 15 AMP OUTLET	MULTIPLE OUTLET STRIP	FEI	
CCTV	1	1	1	1	1	1	1	

100% SUBMITTAL  
NOT FOR CONSTRUCTION  
AUGUST 2023

CAMERA SYSTEMS  
SCALE: 1" = 50'  
E-2



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
08	Riv	15, 215	R0.0/9.8 R8.9/R9.9	123	170

*Joe R. De La Garza Jr.* 08-04-23  
 REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS  
 AGENTS SHALL NOT BE RESPONSIBLE FOR  
 THE ACCURACY OR COMPLETENESS OF SCANNED  
 COPIES OF THIS PLAN SHEET.

WSP USA  
 1100 TOWN & COUNTRY  
 SUITE 200  
 ORANGE, CA 92868

RCTC  
 4080 LEMON ST  
 RIVERSIDE, CA 92501

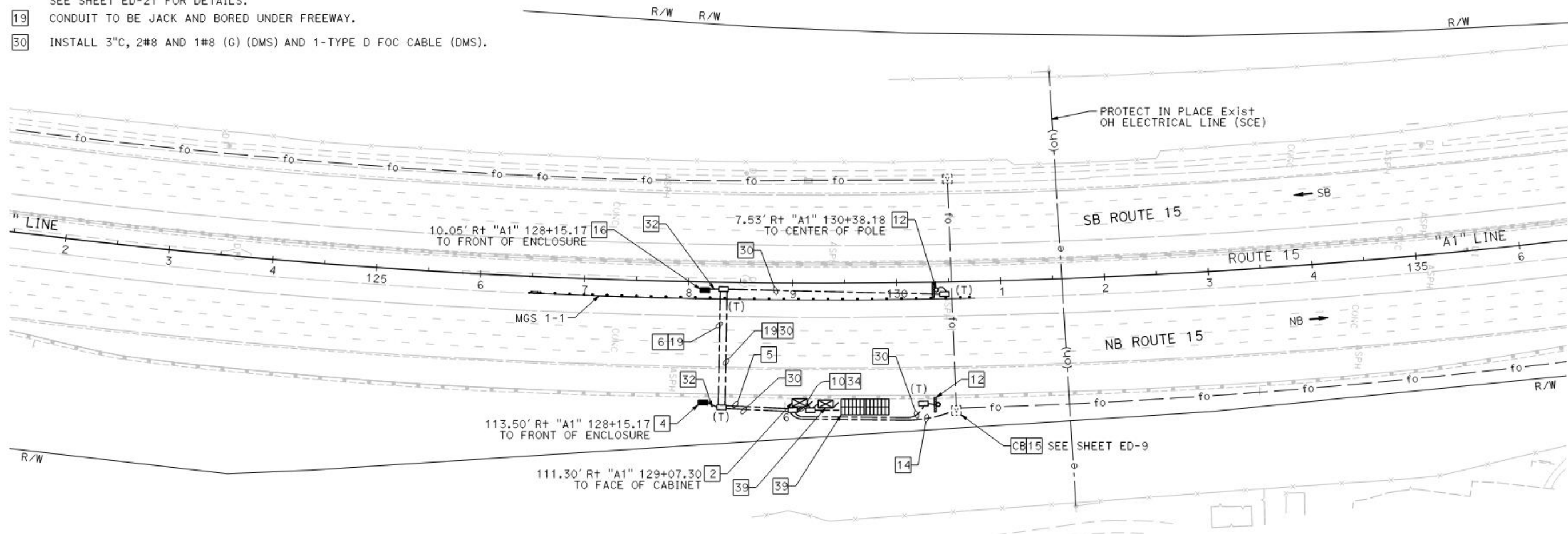
REGISTERED PROFESSIONAL ENGINEER  
 JOSE R DE LA GARZA JR  
 No. C59366  
 Exp. 06-30-25  
 CIVIL  
 STATE OF CALIFORNIA

NOTES:

1. FOR GENERAL NOTES, LEGEND AND ABBREVIATIONS, SEE SHEET E-1.
2. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
3. FOR PROPOSED MGS, SEE SHEET C-21.

LEGEND:

- |  |  |
|--|--|
| <p>2 FURNISH AND INSTALL MODEL 342 LX CABINET AND INSTALL CONCRETE EQUIPMENT PAD. FRONT DOOR OPENING SHALL FACE NORTH. SEE SHEET ED-17 FOR EQUIPMENT LAYOUT.</p> <p>4 INSTALL TIRTL RECEIVER IN TIRTL ENCLOSURE ON CONCRETE PAD. SEE SHEET ED-21 FOR DETAILS.</p> <p>5 INSTALL 3"C AND 2-CAT6 CABLE (TIRTL).</p> <p>6 INSTALL 3"C AND 1-CAT6 CABLE (TIRTL).</p> <p>10 INSTALL 2-3"C, 2-CAT6 CABLE (TIRTL) AND 1-TYPE D FOC.</p> <p>12 INSTALL 2-DMS SIGN (4'X4') ON TYPE 1-B (12') POLE.</p> <p>14 INSTALL 3"C AND 1-TYPE D FOC.</p> <p>15 SPLICE TYPE D FOC TO EXISTING FO CABLES. SEE SHEET ED-9 FOR SPLICE DETAILS.</p> <p>16 INSTALL TIRTL TRANSMITTER IN TIRTL ENCLOSURE ON CONCRETE PAD. SEE SHEET ED-21 FOR DETAILS.</p> <p>19 CONDUIT TO BE JACK AND BORED UNDER FREEWAY.</p> <p>30 INSTALL 3"C, 2#8 AND 1#8 (G) (DMS) AND 1-TYPE D FOC CABLE (DMS).</p> | <p>32 INSTALL 1"C PVC, 1-CAT6 CABLE (TIRTL).</p> <p>34 INSTALL 2#8 AND 1#8 (G) (DMS) AND 2-TYPE D FOC CABLE (DMS) IN CONDUIT.</p> <p>39 INSTALL SOLAR UNIT ARRAY AND ASSOCIATED BATTERY CABINET AND CONDUIT AND WIRES. FOR DETAILS SEE SHEET ED-17, ED-23 AND ED-24.</p> |
|--|--|



## 100% SUBMITTAL

NOT FOR CONSTRUCTION  
AUGUST 2023

**DMS SYSTEM - LOCATION 1**  
**TIRTL SYSTEM - LOCATION 1**  
**MODIFYING FIBER OPTIC SYSTEM**  
*APPROVED FOR ELECTRICAL WORK ONLY*

## TIRTL SYSTEM

SCALE: 1" = 50'

**E-3**

NOTES:

1. FOR GENERAL NOTES, LEGEND AND ABBREVIATIONS, SEE SHEET E-1.
2. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
3. FOR PROPOSED MGS, SEE SHEET C-21.

LEGEND:

- 2 FURNISH AND INSTALL MODEL 342 LX CABINET AND INSTALL CONCRETE EQUIPMENT PAD. FRONT DOOR OPENING SHALL FACE NORTH. SEE SHEET ED-17 FOR EQUIPMENT LAYOUT.
- 4 INSTALL TIRTL RECEIVER IN TIRTL ENCLOSURE ON CONCRETE PAD. SEE SHEET ED-21 FOR DETAILS.
- 5 INSTALL 3"C AND 2-CAT6 CABLE (TIRTL).
- 6 INSTALL 3"C AND 1-CAT6 CABLE (TIRTL).
- 10 INSTALL 2-3"C, 2-CAT6 CABLE (TIRTL) AND 1-TYPE D FOC.
- 12 INSTALL 2-DMS SIGN (4'X4') ON TYPE 1-B (12') POLE.
- 14 INSTALL 3"C AND 1-TYPE D FOC.
- 15 SPLICE TYPE D FOC TO EXISTING FO CABLES. SEE SHEET ED-9 FOR SPLICE DETAILS.
- 16 INSTALL TIRTL TRANSMITTER IN TIRTL ENCLOSURE ON CONCRETE PAD. SEE SHEET ED-21 FOR DETAILS.

- 19 CONDUIT TO BE JACK AND BORED UNDER FREEWAY.
- 30 INSTALL 3"C, 2#8 AND 1#8 (G) (DMS) AND 1-TYPE D FOC CABLE (DMS).
- 31 INSTALL 3"C, 2#8 AND 1#8 (G) (DMS) AND 2-TYPE D FOC CABLE (DMS).
- 32 INSTALL 1"C PVC, 1-CAT6 CABLE (TIRTL).
- 34 INSTALL 2#8 AND 1#8 (G) (DMS) AND 2-TYPE D FOC CABLE (DMS) IN CONDUIT.
- 39 INSTALL SOLAR UNIT ARRAY AND ASSOCIATED BATTERY CABINET AND CONDUIT AND WIRES. FOR DETAILS SEE SHEET ED-17, ED-23 AND ED-24.



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
08	Riv	15, 215	R0.0/9.8 R8.9/R9.9	124	170

Joe R. De La Garza, Jr.  
REGISTERED CIVIL ENGINEER

08-04-23  
DATE

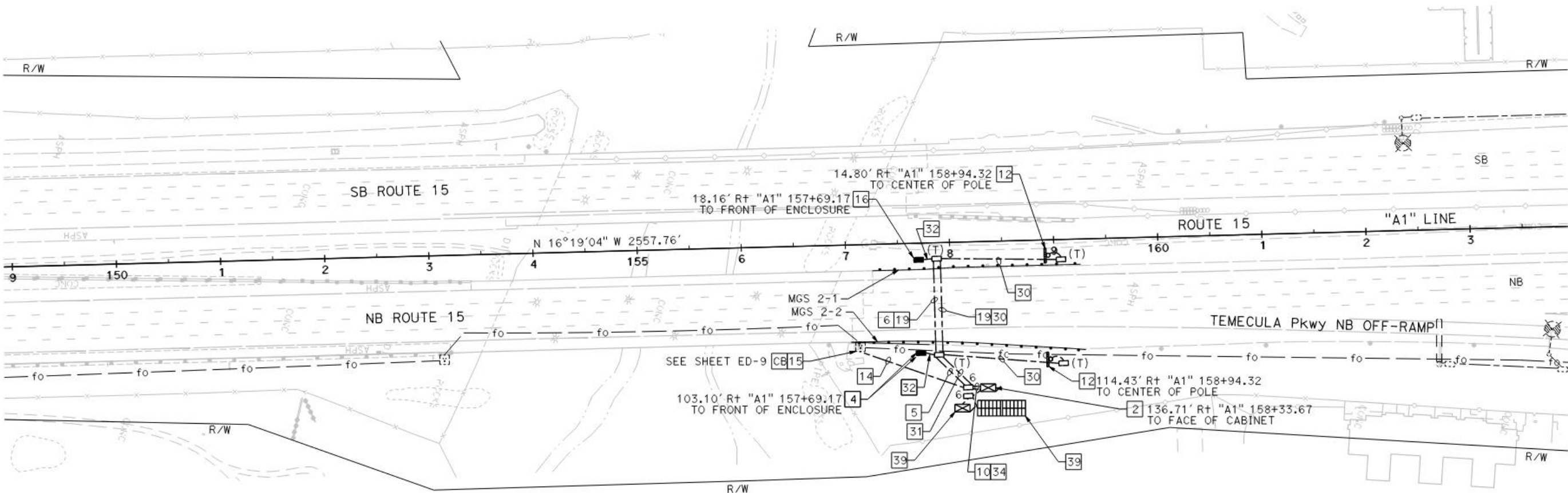
REGISTERED PROFESSIONAL ENGINEER  
JOSE R. DE LA GARZA JR.  
No. C59366  
Exp. 06-30-25  
CIVIL  
STATE OF CALIFORNIA

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

WSP USA  
1100 TOWN & COUNTRY  
SUITE 200  
ORANGE, CA 92868

RCTC  
4080 LEMON ST  
RIVERSIDE, CA 92501



100% SUBMITTAL

NOT FOR CONSTRUCTION  
AUGUST 2023

DMS SYSTEM - LOCATION 2  
TIRTL SYSTEM - LOCATION 2  
MODIFYING FIBER OPTIC SYSTEM  
APPROVED FOR ELECTRICAL WORK ONLY

TIRTL SYSTEM

SCALE: 1" = 50'

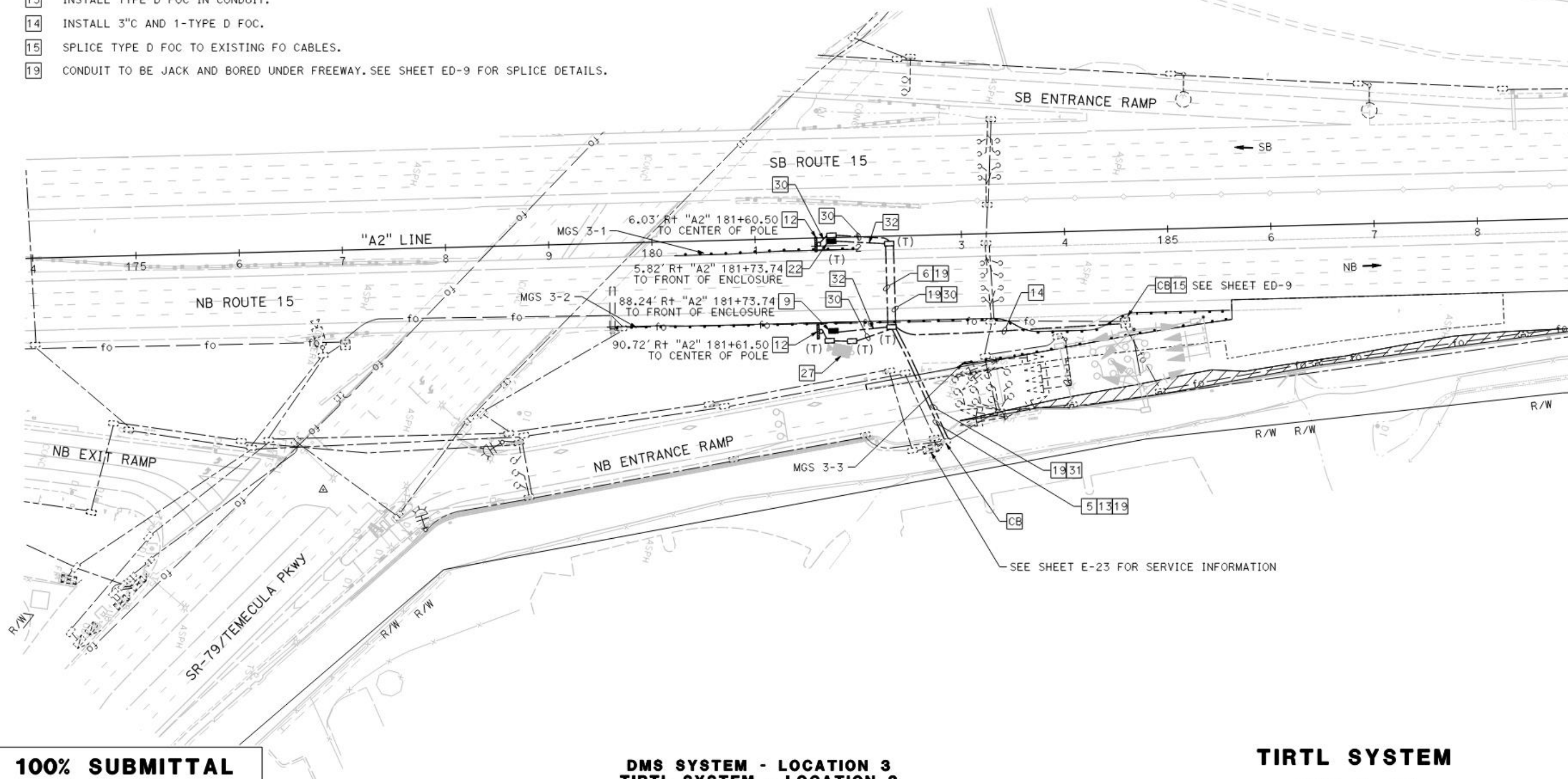
E-4

## NOTES:

1. FOR GENERAL NOTES, LEGEND AND ABBREVIATIONS, SEE SHEET E-1.
2. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
3. FOR PROPOSED MGS, SEE SHEET C-21.
4. THE GRAYED OUT LINE WORK IS SHOWN FOR REFERENCE ONLY. SEE SHEETS E-2 AND E-23 FOR MORE INFORMATION.

## LEGEND:

- |    |  |
|----|--|
| 5  | INSTALL 3"C AND 2-CAT6 CABLE (TIRTL).  |
| 6  | INSTALL 3"C AND 1-CAT6 CABLE (TIRTL).  |
| 9  | INSTALL TIRTL RECEIVER IN TIRTL ENCLOSURE MOUNTED ON POLE.                     |
| 12 | INSTALL 2-DMS SIGN (4'X4') ON TYPE 1-B (12') POLE.                             |
| 13 | INSTALL TYPE D FOC IN CONDUIT.   |
| 14 | INSTALL 3"C AND 1-TYPE D FOC.  |
| 15 | SPLICE TYPE D FOC TO EXISTING FO CABLES.                                       |
| 19 | CONDUIT TO BE JACK AND BORED UNDER FREEWAY. SEE SHEET ED-9 FOR SPLICE DETAILS. |
- |    |  |
|----|--|
| 22 | INSTALL TIRTL TRANSMITTER INSIDE TIRTL CABINET ENCLOSURE.        |
| 27 | SHOWN FOR REFERENCE ONLY.  |
| 30 | INSTALL 3"C, 2#8 AND 1#8 (G) (DMS) AND 1-TYPE D FOC CABLE (DMS). |
| 31 | INSTALL 3"C, 2#8 AND 1#8 (G) (DMS) AND 2-TYPE D FOC CABLE (DMS). |
| 32 | INSTALL 1"C PVC, 1-CAT6 CABLE (TIRTL).                           |

**100% SUBMITTAL**NOT FOR CONSTRUCTION  
AUGUST 2023**DMS SYSTEM - LOCATION 3  
TIRTL SYSTEM - LOCATION 3  
MODIFYING FIBER OPTIC SYSTEM**  
APPROVED FOR ELECTRICAL WORK ONLY**TIRTL SYSTEM**

SCALE: 1" = 50'

**E-5**

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
08	Riv	15, 215	R0.0/9.8 R8.9/R9.9	125	170

Joe R. De La Garza Jr.  
REGISTERED  
CIVIL ENGINEER

08-04-23  
DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS  
OR AGENTS SHALL NOT BE RESPONSIBLE FOR  
THE ACCURACY OR COMPLETENESS OF SCANNED  
COPIES OF THIS PLAN SHEET.

WSP USA  
1100 TOWN & COUNTRY  
SUITE 200  
ORANGE, CA 92868

RCTC  
4080 LEMON ST  
RIVERSIDE, CA 92501

JOSE R DE  
LA GARZA JR.  
No. C59366  
Exp. 06-30-25  
CIVIL  
STATE OF CALIFORNIA

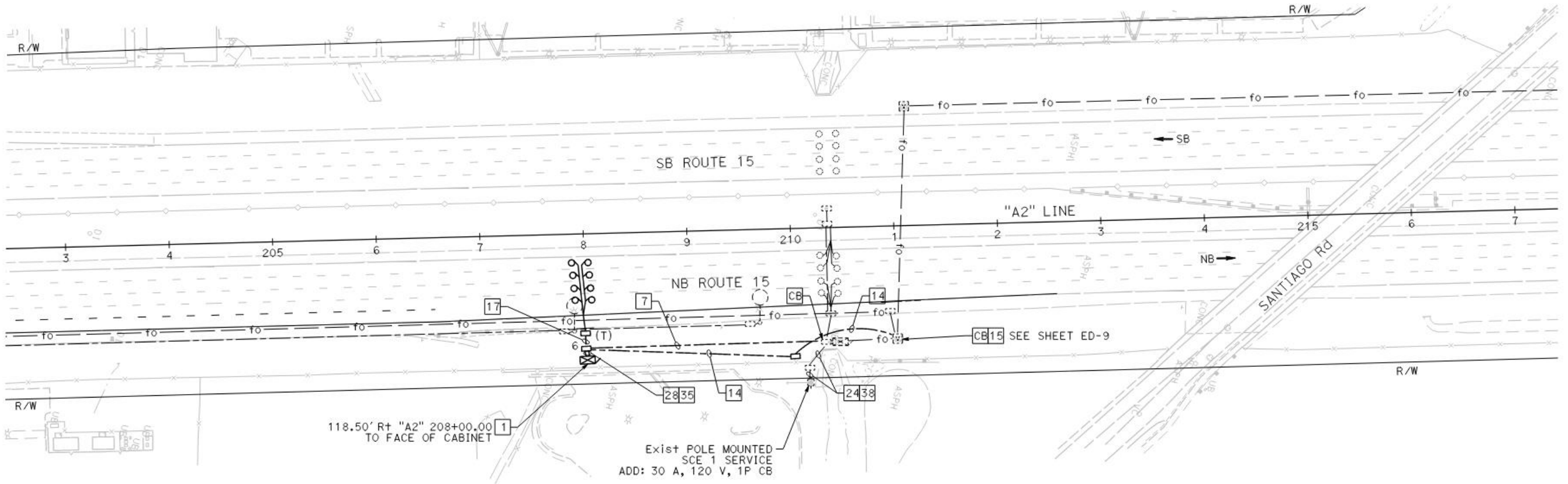


NOTES:

1. FOR GENERAL NOTES, LEGEND AND ABBREVIATIONS, SEE SHEET E-1.
2. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
3. FOR PROPOSED MGS, SEE SHEET C-21.

LEGEND:

- 1 FURNISH AND INSTALL MODEL 334 LS CABINET AND INSTALL CONCRETE EQUIPMENT PAD. FRONT DOOR OPENING SHALL FACE NORTH. SEE SHEET ED-1 FOR EQUIPMENT LAYOUT.
- 7 INSTALL 3"C, 2#8 AND 1#8 (G). TERMINATE POWER AT PROPOSED MODEL 334 LS CABINET.
- 14 INSTALL 3"C AND 1-TYPE D FOC.
- 15 SPLICE TYPE D FOC TO EXISTING FO CABLES. SEE SHEET ED-9 FOR SPLICE DETAILS.
- 17 INSTALL 2"C, 4-DLC.
- 24 EXISTING 2"C. INSTALL 2#8 AND 1#8 (G).
- 28 INSTALL 2-3"C, 4-DLC.
- 35 INSTALL 2#8 AND 1#8 (G) IN CONDUIT.
- 38 CONNECT POWER CABLE TO EXISTING POLE MOUNTED SERVICE CABINET. ADD 30A CIRCUIT BREAKER.



100% SUBMITTAL

NOT FOR CONSTRUCTION  
AUGUST 2023

TIRTL SYSTEM - LOCATION 4  
MODIFYING FIBER OPTIC SYSTEM  
APPROVED FOR ELECTRICAL WORK ONLY

TIRTL SYSTEM

SCALE: 1" = 50'

E-6



NOTES:

- FOR GENERAL NOTES, LEGEND AND ABBREVIATIONS, SEE SHEET E-1.
- FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
- FOR PROPOSED MGS, SEE SHEET C-21.
- THE GRAYED OUT LINE WORK IS SHOWN FOR REFERENCE ONLY. SEE SHEET E-24 FOR MORE INFORMATION.

EXISTING 120 / 240 V TYPE III-CF SERVICE EQUIPMENT ENCLOSURE

METER 1:

- 100 A, 240 V, 2P CB MAIN TC-1
- 20 A, 120 V, 1P CB (IRRIGATION)
- 20 A, 240 V, 2P CB (SIGN)
- 20 A, 240 V, 2P CB (LIGHTING)
- 30 A, 120 V, 1P CB (RAMP METERING)
- 20 A, 120 V, 1P CB (DATA NODE)
- 20 A, 120 V, 1P CB (WVDS)
- 20 A, 120 V, 1P CB (WVDS)
- 30 A, 120 V, 1P CB (TIRTL)
- 30 A, 120 V, 1P CB (RAMP METERING) SEE SHEET E-24
- 30 A, 120 V, 1P CB (DMS) SEE SHEET E-24

CTID: 08-56-015-0-R005.000-M

METER 2:

- 100 A, 240 V, 2P CB MAIN LS-3
- 40 A, 240 V, 2P CB (LIGHTING)
- 30 A, 240 V, 2P CB (SIGN)
- 20 A, 120 V, 1P CB (SPARE)
- 15 A, 120 V, 1P CB (CONTROL)

CTID: 08-56-015-0-R005.001-M

LEGEND:

- FURNISH AND INSTALL MODEL 334 LS CABINET AND INSTALL CONCRETE EQUIPMENT PAD. FRONT DOOR OPENING SHALL FACE NORTH. SEE SHEET ED-1 FOR EQUIPMENT LAYOUT.
- INSTALL TIRTL RECEIVER IN TIRTL ENCLOSURE ON CONCRETE PAD. SEE SHEET ED-21 FOR DETAILS.
- INSTALL 3"C AND 2-CAT6 CABLE (TIRTL).
- INSTALL 3"C AND 1-CAT6 CABLE (TIRTL).
- INSTALL 3"C, 2#8 AND 1#8 (G). TERMINATE POWER AT PROPOSED MODEL 334 LS CABINET.
- INSTALL TIRTL TRANSMITTER IN TIRTL ENCLOSURE MOUNTED ON POLE.
- INSTALL 2-3"C, 2-CAT6 CABLE (TIRTL) AND 1-TYPE D FOC.
- INSTALL TYPE D FOC IN CONDUIT.
- EXISTING 3"C, 2#8 (WVDS), 2#4 (WVDS), 2#8 (DATA NODE), 1#6 (G) PROPOSED 2#4 (RM SERVICE), 2#8 (DMS), 1#8 (G) (SEE SHEET E-24)
- EXISTING 3"C, 2#4 (WVDS), 2#4 (WVDS), 1#6 (G) PROPOSED 2#4 (RM SERVICE), 2#8 (DMS), 1#8 (G) (SEE SHEET E-24)
- EXISTING 3"C, 2#4 (WVDS), 1#6 (G) PROPOSED 2#4 (RM SERVICE), 2#8 (DMS), 1#8 (G) (SEE SHEET E-24)
- EXISTING 2"C, 2#4 (WVDS), 1#6 (G) PROPOSED 2#4 (RM SERVICE), 2#8 (DMS), 1#8 (G) (SEE SHEET E-24)
- EXISTING 3"C, 2#4 (WVDS), 1#6 (G) PROPOSED 2#4 (RM SERVICE), 2#8 (DMS), 1#8 (G) (SEE SHEET E-24)
- EXISTING 3"C, 2-CAT5E CABLE
- EXISTING 3"C, 1-CAT5E CABLE
- EXISTING 3"C, 1-CAT5E CABLE
- EXISTING 2"C, 2#4 (WVDS), 1#6 (G) PROPOSED 2#4 (RM SERVICE), 2#8 (DMS), 1#8 (G) (SEE SHEET E-24)
- INSTALL TIRTL TRANSMITTER IN TIRTL ENCLOSURE ON TYPE 60MC MOD TIRTL CB. SEE SHEET C-22 FOR DETAILS.
- CONDUIT TO BE JACK AND BORED UNDER FREEWAY.
- SHOWN FOR REFERENCE ONLY.
- INSTALL 1"C PVC, 1-CAT6 CABLE (TIRTL).
- DISCONNECT EXISTING FIBER AT NEAREST SPLICE POINT. PULL OUT EXISTING FIBER AND REPULL INTO NEW CONDUIT AND MAKE SPLICE CONNECTIONS.
- INSTALL 2#8 AND 1#8 (G) IN CONDUIT.
- INSTALL 1" INNERDUCT TO ENCLOSE PROPOSED FOC.

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
08	Riv	15, 215	R0.0/9.8 R8.9/R9.9	128	170

JOE R. DE LA GARZA JR.  
REGISTERED CIVIL ENGINEER  
08-04-23  
DATE

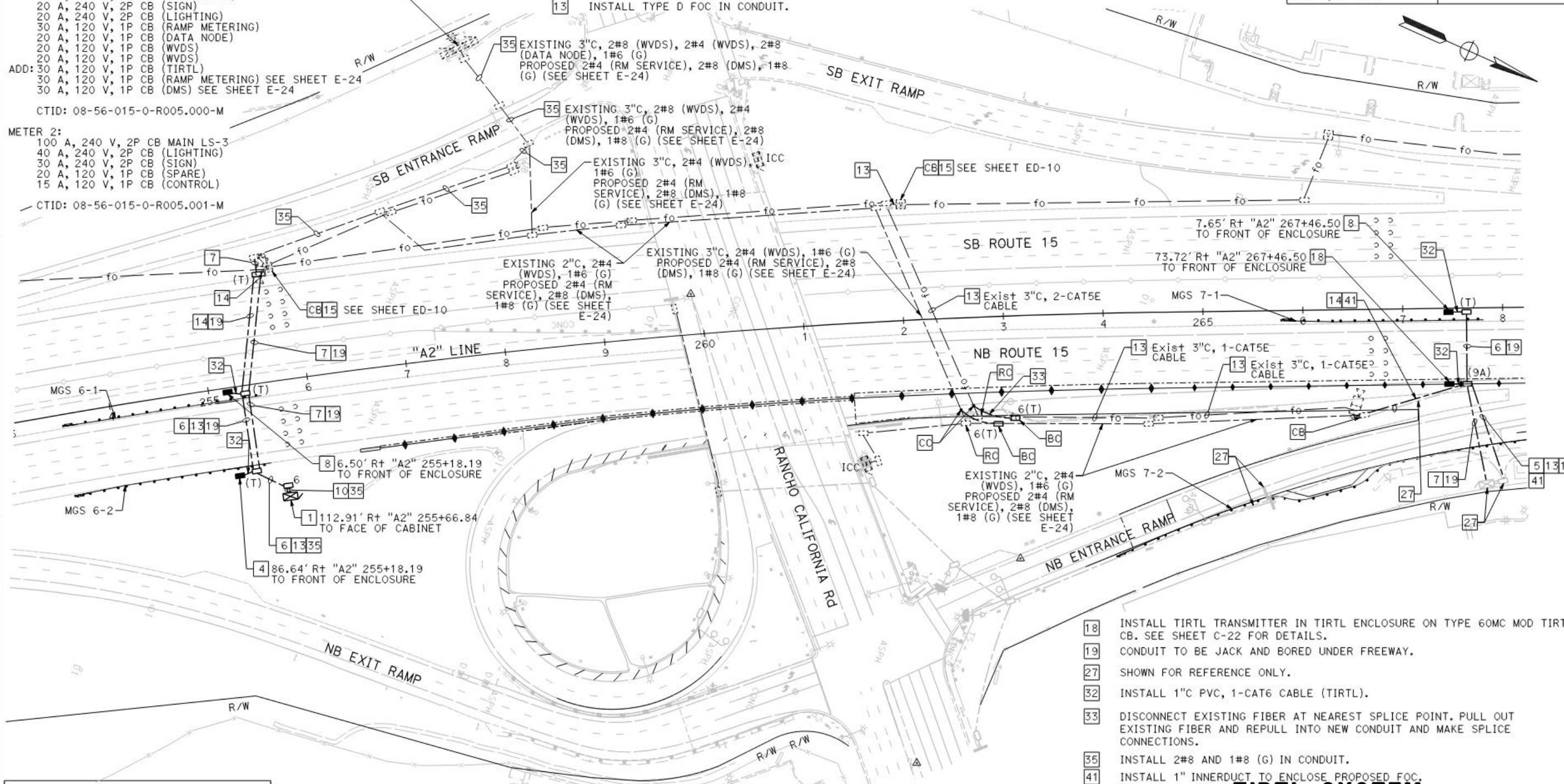
REGISTERED PROFESSIONAL ENGINEER  
JOSE R. DE LA GARZA JR.  
No. C59366  
Exp. 06-30-25  
CIVIL  
STATE OF CALIFORNIA

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

WSP USA  
1100 TOWN & COUNTRY  
SUITE 200  
ORANGE, CA 92868

RCTC  
4080 LEMON ST  
RIVERSIDE, CA 92501



100% SUBMITTAL

NOT FOR CONSTRUCTION  
AUGUST 2023

TIRTL SYSTEM - LOCATION 6  
TIRTL SYSTEM - LOCATION 7  
MODIFYING FIBER OPTIC SYSTEM  
APPROVED FOR ELECTRICAL WORK ONLY

TIRTL SYSTEM

SCALE: 1" = 50'

E-8











# NOTES:

- FOR GENERAL NOTES, LEGEND AND ABBREVIATIONS, SEE SHEET E-1.
- FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
- FOR PROPOSED MGS, SEE SHEET C-21.
- THE GRAYED OUT LINE WORK IS SHOWN FOR REFERENCE ONLY. SEE SHEET E-25 FOR MORE INFORMATION.

# LEGEND:

- FURNISH AND INSTALL MODEL 334 LS CABINET AND INSTALL CONCRETE EQUIPMENT PAD. FRONT DOOR OPENING SHALL FACE NORTH. SEE SHEET ED-1 FOR EQUIPMENT LAYOUT.
- INSTALL TIRTL RECEIVER IN TIRTL ENCLOSURE ON CONCRETE PAD. SEE SHEET ED-21 FOR DETAILS.
- INSTALL 3"C AND 2-CAT6 CABLE (TIRTL).
- INSTALL 3"C AND 1-CAT6 CABLE (TIRTL).
- INSTALL 3"C, 2#8 AND 1#8 (G). TERMINATE POWER AT PROPOSED MODEL 334 LS CABINET.
- INSTALL TIRTL TRANSMITTER IN TIRTL ENCLOSURE MOUNTED ON POLE.
- INSTALL 2-3"C, 2-CAT6 CABLE (TIRTL) AND 1-TYPE D FOC.
- INSTALL TYPE D FOC IN CONDUIT.
- INSTALL 3"C AND 1-TYPE D FOC.

- SPLICE TYPE D FOC TO EXISTING FO CABLES. SEE SHEET ED-11 FOR SPLICE DETAILS.
- CONDUIT TO BE JACK AND BORED UNDER FREEWAY.
- INSTALL TIRTL TRANSMITTER INSIDE TIRTL CABINET ENCLOSURE.
- INSTALL 2-TYPE D FOC IN CONDUIT.
- SHOWN FOR REFERENCE ONLY.
- INSTALL 1"C PVC, 1-CAT6 CABLE (TIRTL).
- INSTALL 2#8 AND 1#8 (G) IN CONDUIT.
- POWER SPLICE 2#8 AND 1#8 (G) (TIRTL AT STA 352+22.28) WITH 2#8 AND 1#8 (G) (TIRTL AT STA 367+60.62). SPLICED 2#8 AND 1#8 (G) (TIRTL) TO CONNECT TO EXISTING TYPE III-C 120/240V SERVICE EQUIPMENT ENCLOSURE (ADDRESS: 41634 WINCHESTER RD.)

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
08	Riv	15, 215	R0.0/9.8 R8.9/R9.9	132	170

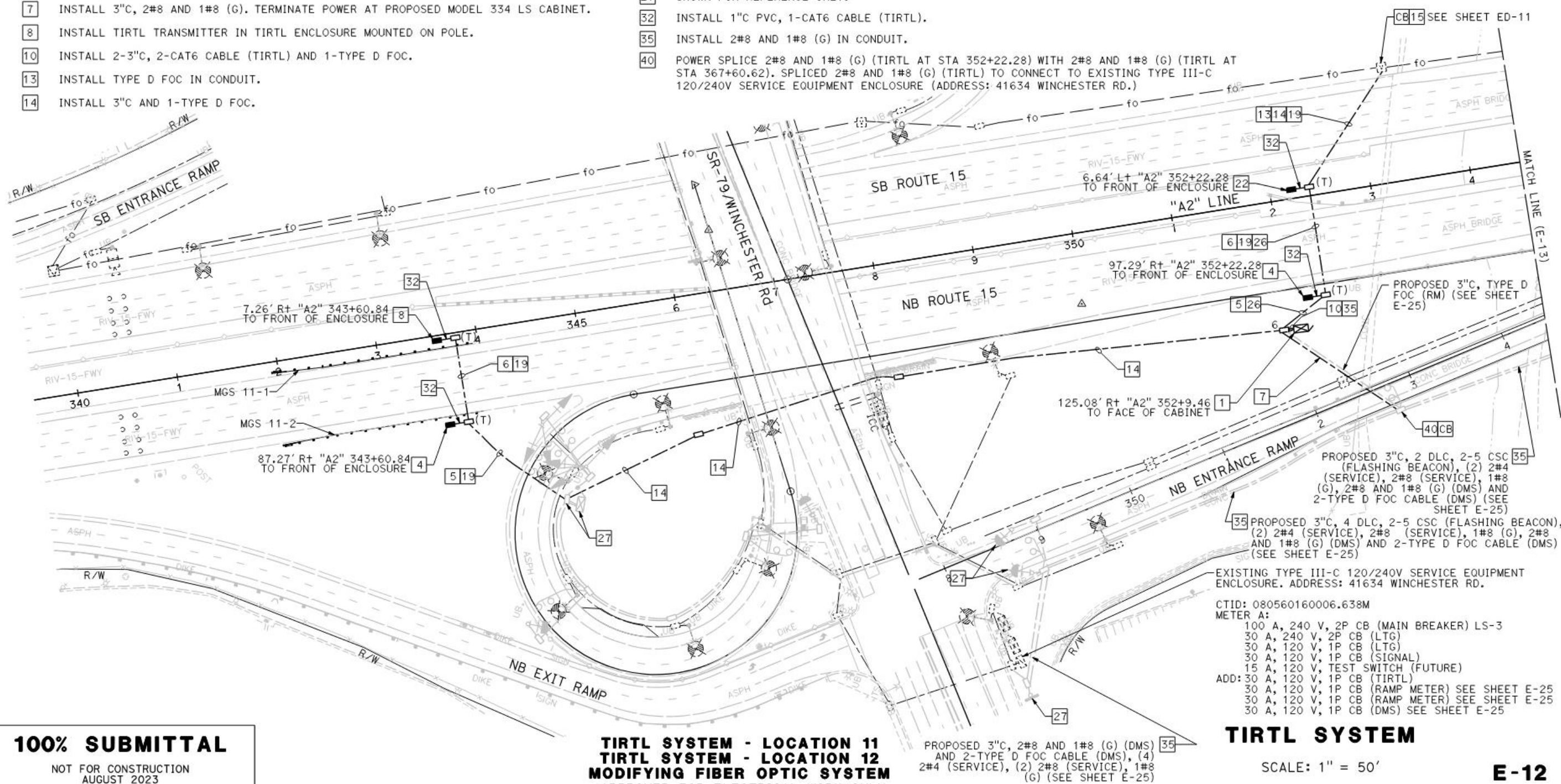
REGISTERED CIVIL ENGINEER  
 JOSE R DE LA GARZA JR.  
 No. C59366  
 Exp. 06-30-25  
 CIVIL  
 STATE OF CALIFORNIA

PLANS APPROVAL DATE: 08-04-23  
 DATE: 08-04-23

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

WSP USA  
 1100 TOWN & COUNTRY  
 SUITE 200  
 ORANGE, CA 92868

RCTC  
 4080 LEMON ST  
 RIVERSIDE, CA 92501



**100% SUBMITTAL**  
NOT FOR CONSTRUCTION  
AUGUST 2023

**TIRTL SYSTEM - LOCATION 11**  
**TIRTL SYSTEM - LOCATION 12**  
**MODIFYING FIBER OPTIC SYSTEM**  
APPROVED FOR ELECTRICAL WORK ONLY

PROPOSED 3"C, 2#8 AND 1#8 (G) (DMS) AND 2-TYPE D FOC CABLE (DMS), (4) 2#4 (SERVICE), (2) 2#8 (SERVICE), 1#8 (G) (SEE SHEET E-25)

**TIRTL SYSTEM**  
SCALE: 1" = 50'  
**E-12**

PROPOSED 3"C, 2 DLC, 2-5 CSC (FLASHING BEACON), (2) 2#4 (SERVICE), 2#8 (SERVICE), 1#8 (G), 2#8 AND 1#8 (G) (DMS) AND 2-TYPE D FOC CABLE (DMS) (SEE SHEET E-25)

PROPOSED 3"C, 4 DLC, 2-5 CSC (FLASHING BEACON), (2) 2#4 (SERVICE), 2#8 (SERVICE), 1#8 (G), 2#8 AND 1#8 (G) (DMS) AND 2-TYPE D FOC CABLE (DMS) (SEE SHEET E-25)

EXISTING TYPE III-C 120/240V SERVICE EQUIPMENT ENCLOSURE. ADDRESS: 41634 WINCHESTER RD.

CTID: 080560160006.638M

METER A:

- 100 A, 240 V, 2P CB (MAIN BREAKER) LS-3
- 30 A, 240 V, 2P CB (LTG)
- 30 A, 120 V, 1P CB (LTG)
- 30 A, 120 V, 1P CB (SIGNAL)
- 15 A, 120 V, TEST SWITCH (FUTURE)

ADD: 30 A, 120 V, 1P CB (TIRTL)

- 30 A, 120 V, 1P CB (RAMP METER) SEE SHEET E-25
- 30 A, 120 V, 1P CB (RAMP METER) SEE SHEET E-25
- 30 A, 120 V, 1P CB (DMS) SEE SHEET E-25

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

REVISOR: MARLO MAYNIGO

CHECKED BY: JOE DE LA GARZA

DESIGNED BY: MELISSA BRADY

DATE: 7/2/2010

DATE PLOTTED => 4-AUG-2023  
TIME PLOTTED => 20:47

NOTES:

1. FOR GENERAL NOTES, LEGEND AND ABBREVIATIONS, SEE SHEET E-1.
2. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
3. FOR PROPOSED MGS, SEE SHEET C-21.
4. THE GRAYED OUT LINE WORK IS SHOWN FOR REFERENCE ONLY. SEE SHEET E-25 FOR MORE INFORMATION.

LEGEND:

- 1

FURNISH AND INSTALL MODEL 334 LS CABINET AND INSTALL CONCRETE EQUIPMENT PAD. FRONT DOOR OPENING SHALL FACE NORTH. SEE SHEET ED-1 FOR EQUIPMENT LAYOUT.
- 4

INSTALL TIRTL RECEIVER IN TIRTL ENCLOSURE ON CONCRETE PAD. SEE SHEET ED-21 FOR DETAILS.
- 5

INSTALL 3"C AND 2-CAT6 CABLE (TIRTL).
- 6

INSTALL 3"C AND 1-CAT6 CABLE (TIRTL).
- 7

INSTALL 3"C, 2#8 AND 1#8 (G). TERMINATE POWER AT PROPOSED MODEL 334 LS CABINET.
- 8

INSTALL TIRTL TRANSMITTER IN TIRTL ENCLOSURE MOUNTED ON POLE.
- 10

INSTALL 2-3"C, 2-CAT6 CABLE (TIRTL) AND 1-TYPE D FOC.
- 13

INSTALL TYPE D FOC IN CONDUIT.
- 14

INSTALL 3"C AND 1-TYPE D FOC.
- 15

SPLICE TYPE D FOC TO EXISTING FO CABLES. SEE SHEET ED-11 FOR SPLICE DETAILS.
- 19

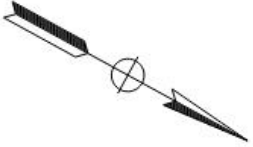
CONDUIT TO BE JACK AND BORED UNDER FREEWAY.
- 27

SHOWN FOR REFERENCE ONLY.
- 29

INSTALL SPLICE ENCLOSURE AND SPLICE TRAY. SEE CALTRANS STANDARD PLAN ES-8C FOR DETAILS.
- 32

INSTALL 1"C PVC, 1-CAT6 CABLE (TIRTL).
- 35

INSTALL 2#8 AND 1#8 (G) IN CONDUIT.



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
08	Riv	15, 215	R0.0/9.8 R8.9/R9.9	133	170

JOSE R DE LA GARZA JR

REGISTERED CIVIL ENGINEER

08-04-23

DATE

JOSE R DE LA GARZA JR

No. C59366

Exp. 06-30-25

CIVIL

STATE OF CALIFORNIA

PLANS APPROVAL DATE

WSP USA

1100 TOWN & COUNTRY

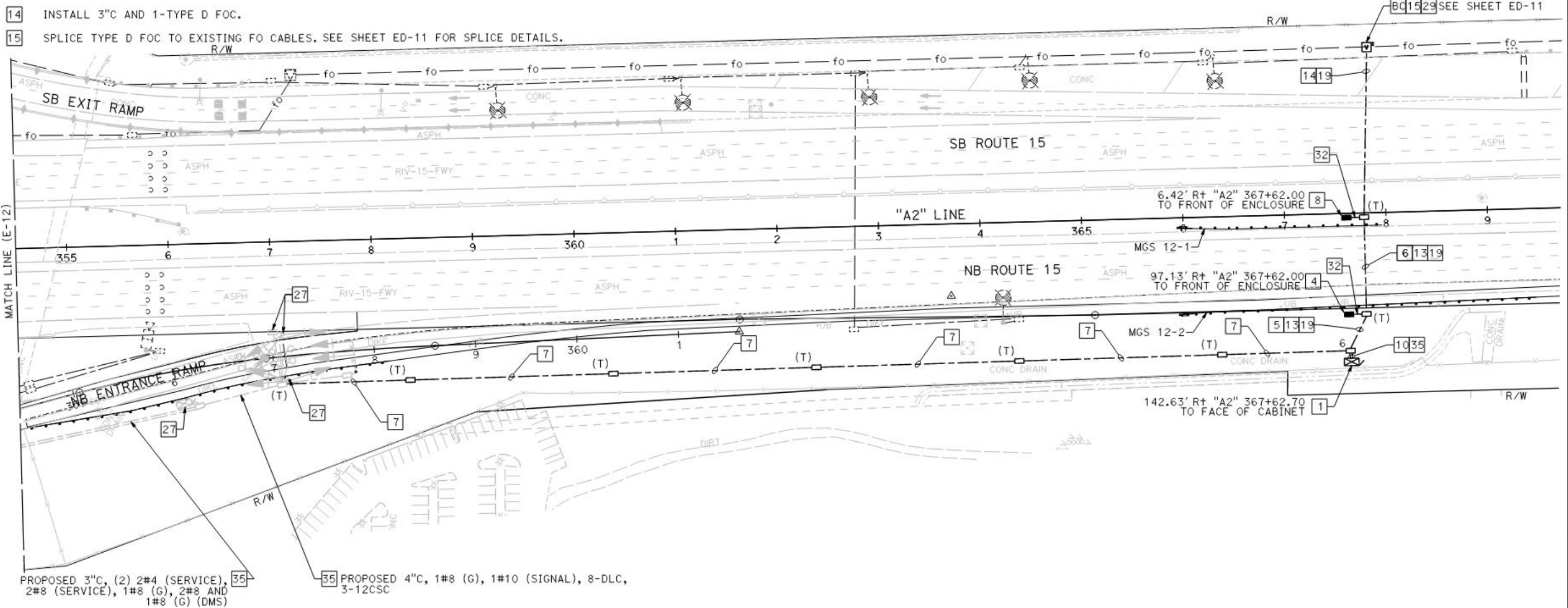
SUITE 200

ORANGE, CA 92868

RCTC

4080 LEMON ST

RIVERSIDE, CA 92501



100% SUBMITTAL

NOT FOR CONSTRUCTION  
AUGUST 2023

TIRTL SYSTEM - LOCATION 13  
MODIFYING FIBER OPTIC SYSTEM

APPROVED FOR ELECTRICAL WORK ONLY

TIRTL SYSTEM

SCALE: 1" = 50'

E-13



Dist#	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEET
08	Riv	15, 215	R0.0/9.8 R8.9/R9.9	134	170

*Joe R. De La Garza Jr.* 08-04-23  
 REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE \_\_\_\_\_

THE STATE OF CALIFORNIA OR ITS OFFICERS  
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR  
 THE ACCURACY OR COMPLETENESS OF SCANNED  
 COPIES OF THIS PLAN SHEET.

WSP USA  
 1100 TOWN AND COUNTRY  
 SUITE 200  
 ORANGE, CA 92868

RTCT  
 4080 LEMON ST  
 RIVERSIDE, CA 92501

REGISTERED PROFESSIONAL ENGINEER  
 JOSE R DE LA GARZA JR  
 No. C59366  
 Exp. 06-30-25  
 CIVIL  
 STATE OF CALIFORNIA







Dist#	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
08	Riv	15, 215	R0.0/9.8 R8.9/R9.9	137	17

*Joe R De La Garza Jr* 08-04-23  
 REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS  
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR  
 THE ACCURACY OR COMPLETENESS OF SCANNED  
 COPIES OF THIS PLAN SHEET.

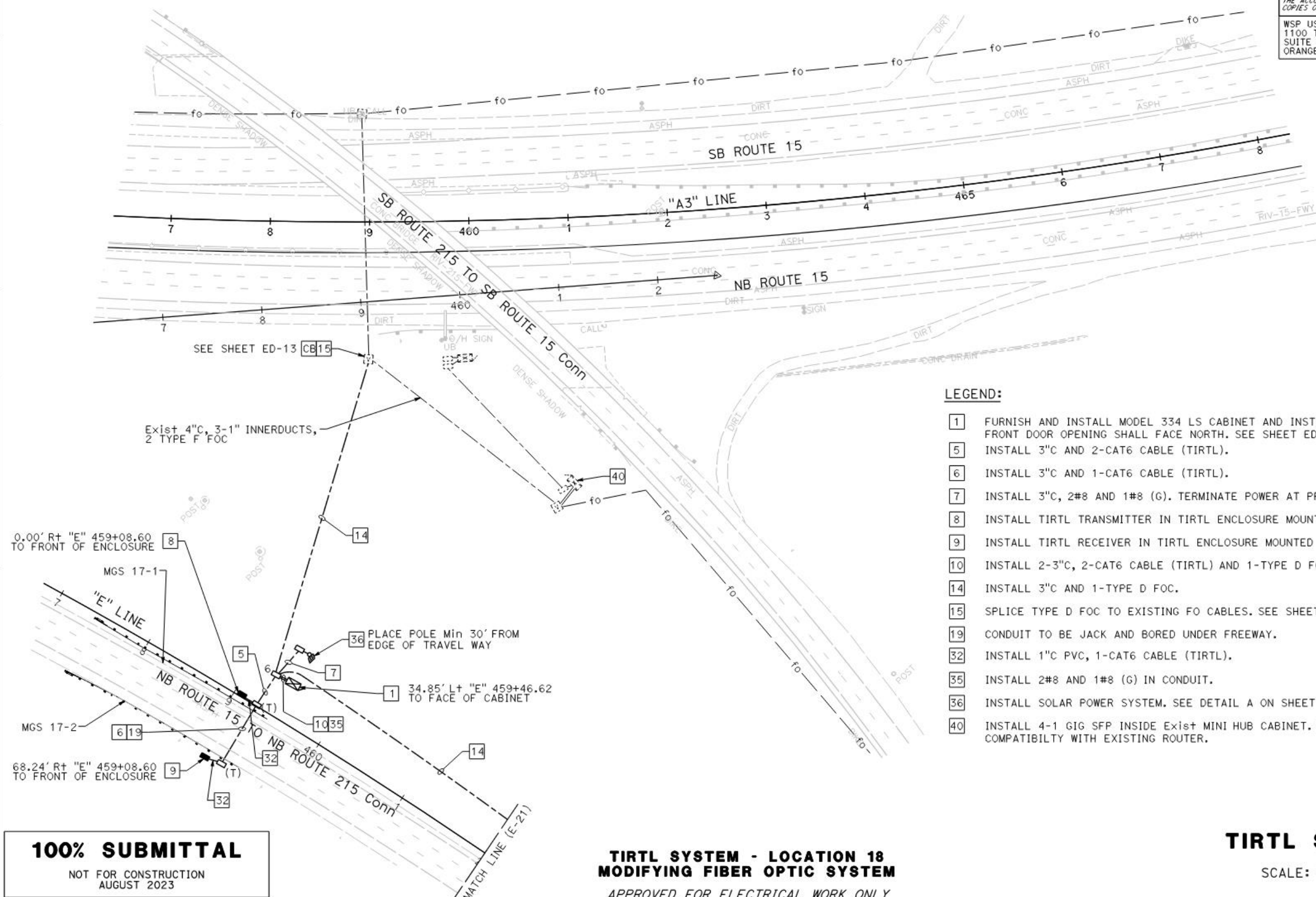
WSP USA  
 1100 TOWN & COUNTRY  
 SUITE 200  
 ORANGE, CA 92868

RTCT  
 4080 LEMON ST  
 RIVERSIDE, CA 92501

REGISTERED PROFESSIONAL ENGINEER  
 JOSE R DE LA GARZA JR  
 No. C59366  
 Exp. 06-30-25  
 CIVIL  
 STATE OF CALIFORNIA

NOTES:

1. FOR GENERAL NOTES, LEGEND AND ABBREVIATIONS, SEE SHEET E-1.
2. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
3. FOR PROPOSED MGS, SEE SHEET C-21.





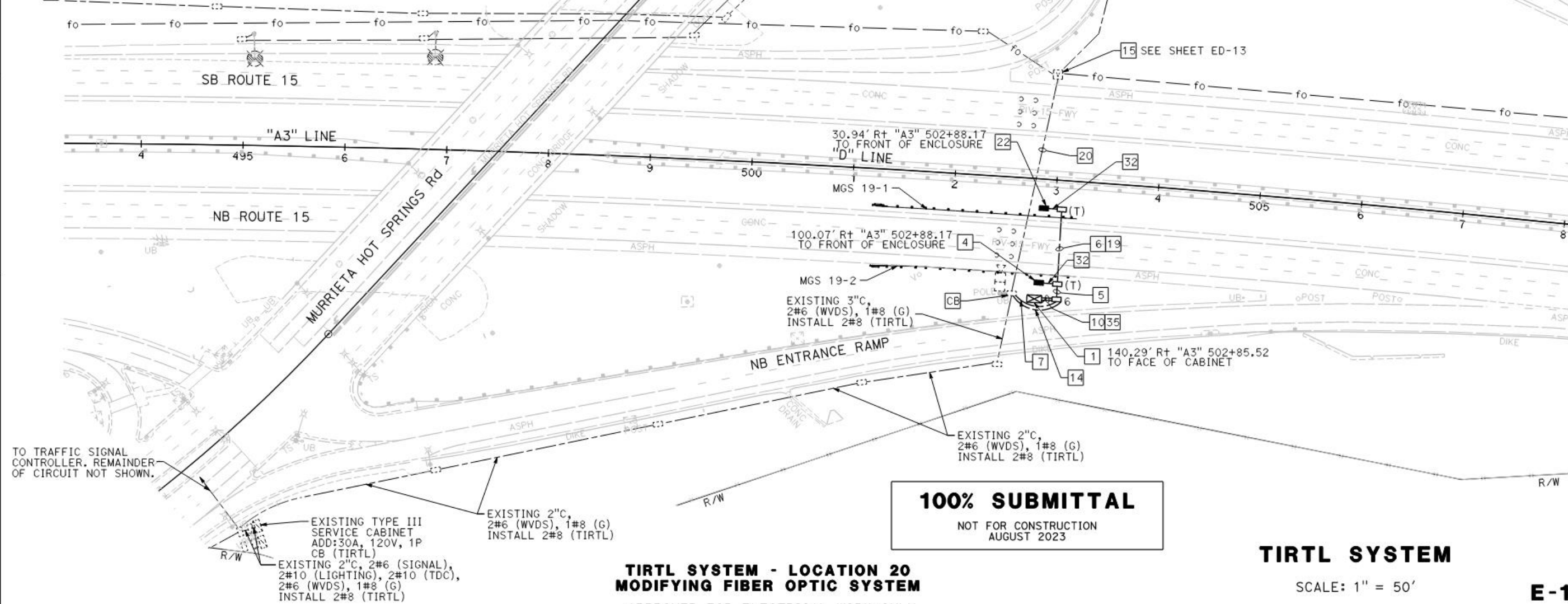


NOTES:

- FOR GENERAL NOTES, LEGEND AND ABBREVIATIONS, SEE SHEET E-1.
- FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
- FOR PROPOSED MGS, SEE SHEET C-21.

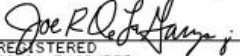
LEGEND:

- FURNISH AND INSTALL MODEL 334 LS CABINET AND INSTALL CONCRETE EQUIPMENT PAD. FRONT DOOR OPENING SHALL FACE NORTH. SEE SHEET ED-1 FOR EQUIPMENT LAYOUT.
- INSTALL TIRTL RECEIVER IN TIRTL ENCLOSURE ON CONCRETE PAD. SEE SHEET ED-21 FOR DETAILS.
- INSTALL 3"C AND 2-CAT6 CABLE (TIRTL).
- INSTALL 3"C AND 1-CAT6 CABLE (TIRTL).
- INSTALL 3"C, 2#8 AND 1#8 (G). TERMINATE POWER AT PROPOSED MODEL 334 LS CABINET.
- INSTALL 2-3"C, 2-CAT6 CABLE (TIRTL) AND 1-TYPE D FOC.
- INSTALL 3"C AND 1-TYPE D FOC.
- SPLICE TYPE D FOC TO EXISTING FO CABLES. SEE SHEET ED-13 FOR SPLICE DETAILS.
- CONDUIT TO BE JACK AND BORED UNDER FREEWAY.
- INSTALL TIRTL TRANSMITTER INSIDE TIRTL CABINET ENCLOSURE.
- EXISTING 3"C, 1-TYPE D FOC. INSTALL NEW 1-TYPE D FOC.
- INSTALL 1"C PVC, 1-CAT6 CABLE (TIRTL).
- INSTALL 2#8 AND 1#8 (G) IN CONDUIT.




DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
08	Riv	15, 215	R0.0/9.8 R8.9/R9.9	139	170

 REGISTERED CIVIL ENGINEER	08-04-23 DATE
---	------------------

PLANS APPROVAL DATE	
---------------------	---

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.	
--	--

WSP USA 1100 TOWN & COUNTRY SUITE 200 ORANGE, CA 92868	RCTC 4080 LEMON ST RIVERSIDE, CA 92501
---	--

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
REVISOR: MARLO MAYNIGO  
DESIGNED BY: JOE DE LA GARZA  
CHECKED BY:  
CONSULTANT FUNCTIONAL SUPERVISOR: MELISSA BRADY

NOTES:

- FOR GENERAL NOTES, LEGEND AND ABBREVIATIONS, SEE SHEET E-1.
- FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
- FOR PROPOSED MGS, SEE SHEET C-21.

LEGEND:

- |  |   |
|--|---|
| 1 FURNISH AND INSTALL MODEL 334 LS CABINET AND INSTALL CONCRETE EQUIPMENT PAD. FRONT DOOR OPENING SHALL FACE NORTH. SEE SHEET ED-1 FOR EQUIPMENT LAYOUT. | 16 INSTALL TIRTL TRANSMITTER IN TIRTL ENCLOSURE ON CONCRETE PAD. SEE SHEET ED-21 FOR DETAILS. |
| 5 INSTALL 3"C AND 2-CAT6 CABLE (TIRTL).  | 19 CONDUIT TO BE JACK AND BORED UNDER FREEWAY.  |
| 6 INSTALL 3"C AND 1-CAT6 CABLE (TIRTL).  | 23 INSTALL TIRTL RECEIVER INSIDE TIRTL CABINET ENCLOSURE.                                     |
| 7 INSTALL 3"C, 2#8 AND 1#8 (G). TERMINATE POWER AT PROPOSED MODEL 334 LS CABINET.  | 32 INSTALL 1"C PVC, 1-CAT6 CABLE (TIRTL).   |
| 10 INSTALL 2-3"C, 2-CAT6 CABLE (TIRTL) AND 1-TYPE D FOC.   | 35 INSTALL 2#8 AND 1#8 (G) IN CONDUIT.  |
| 13 INSTALL TYPE D FOC IN CONDUIT.  | 36 INSTALL SOLAR POWER SYSTEM. SEE DETAIL A ON SHEET ED-17.                                   |
| 14 INSTALL 3"C AND 1-TYPE D FOC.   |   |
| 15 SPLICE TYPE D FOC TO EXISTING FO CABLES. SEE SHEET ED-13 FOR SPLICE DETAILS.  |   |

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
08	Riv	15, 215	R0.0/9.8 R8.9/R9.9	140	170

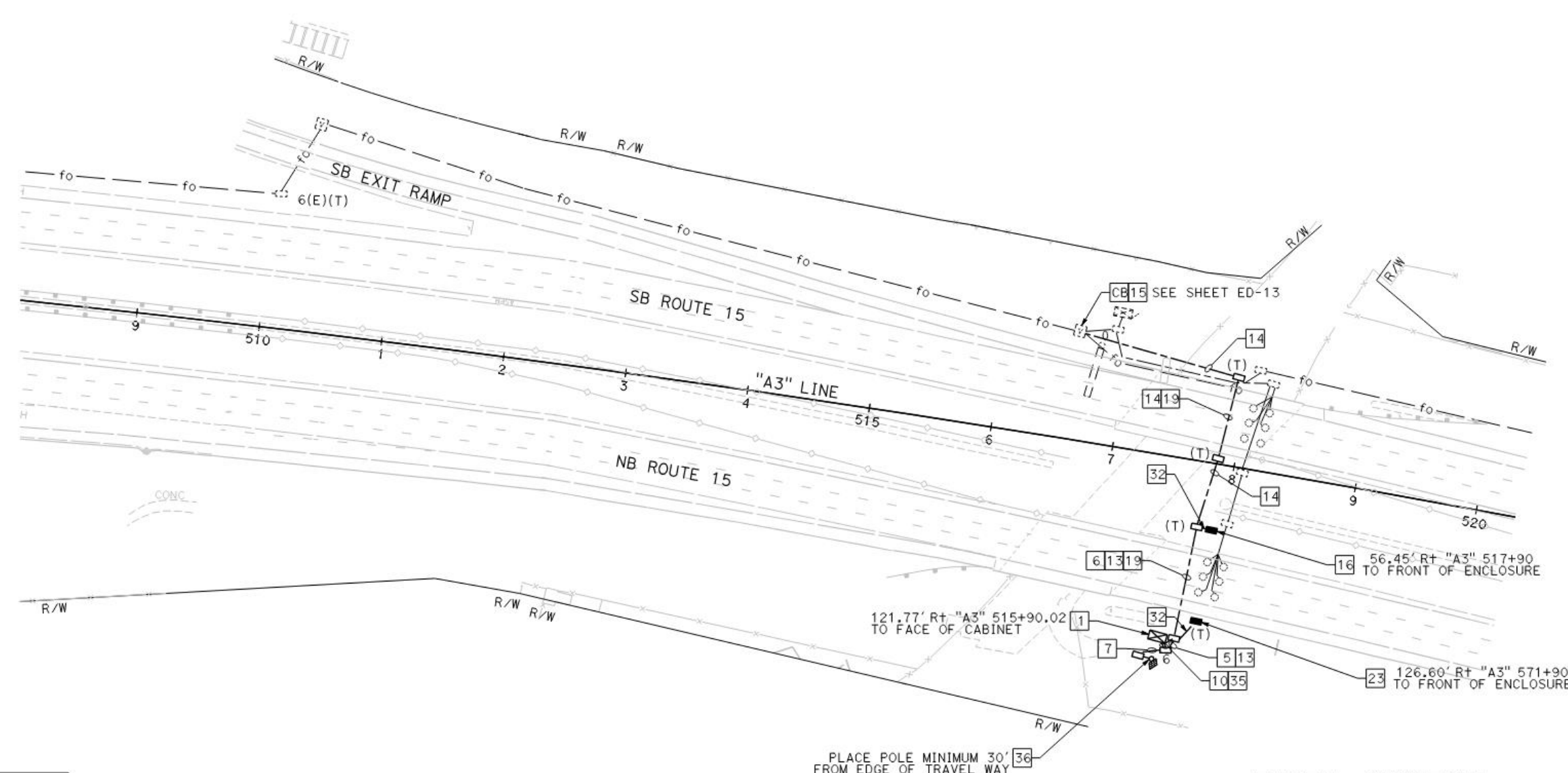
JOE R. DE LA GARZA JR.  
REGISTERED CIVIL ENGINEER  
DATE: 08-04-23

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

WSP USA  
1100 TOWN & COUNTRY  
SUITE 200  
ORANGE, CA 92868

RCTC  
4080 LEMON ST  
RIVERSIDE, CA 92501



100% SUBMITTAL

NOT FOR CONSTRUCTION  
AUGUST 2023

TIRTL SYSTEM - LOCATION 21  
MODIFYING FIBER OPTIC SYSTEM

APPROVED FOR ELECTRICAL WORK ONLY

TIRTL SYSTEM

SCALE: 1" = 50'

E-20







## NOTES:

- FOR GENERAL NOTES, LEGEND AND ABBREVIATIONS, SEE SHEET E-1.
- FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
- FOR PROPOSED MGS, SEE SHEET C-21.

- THE GRAYED OUT LINE WORK IS SHOWN FOR REFERENCE ONLY SEE SHEETS E-2 AND E-5 FOR MORE INFORMATION.

## CONDUCTOR AND CONDUIT SCHEDULE

CONDUCTOR DESIGNATION		RUN NUMBER						
		NUMBER OF CONDUCTORS						
		1	2	3	4	5	6	7
#8	SERVICE	-	-	-	-	-	-	-
#10	SIGNAL COMMON	1	1	1	1	1	1	2
DLC	SURVEILLANCE	-	-	-	-	-	16(E)	16(E)
	DEMAND	-	3	6	3	9	9	9
	PASSAGE	-	1	2	1	3	3	3
	QUEUE	-	-	-	-	-	-	8
COUNT		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
TOTAL DLC's PER RUN		-	4	8	4	12	28	36
#8	GROUND	1	1	1	1	1	1	1
12CSC	RAMP SIGNAL	1	2	1	2	3	3	3
5CSC	FLASHING BEACON	-	-	-	-	-	-	2
CCTV CABLE		-	-	-	-	-	-	1
PERCENT FILL		18	19	16	19	19	29	21
CONDUIT SIZE		2"(E)	3"	3"	3"	4"(E)	4"(E)	2-3"(E) 1-3"

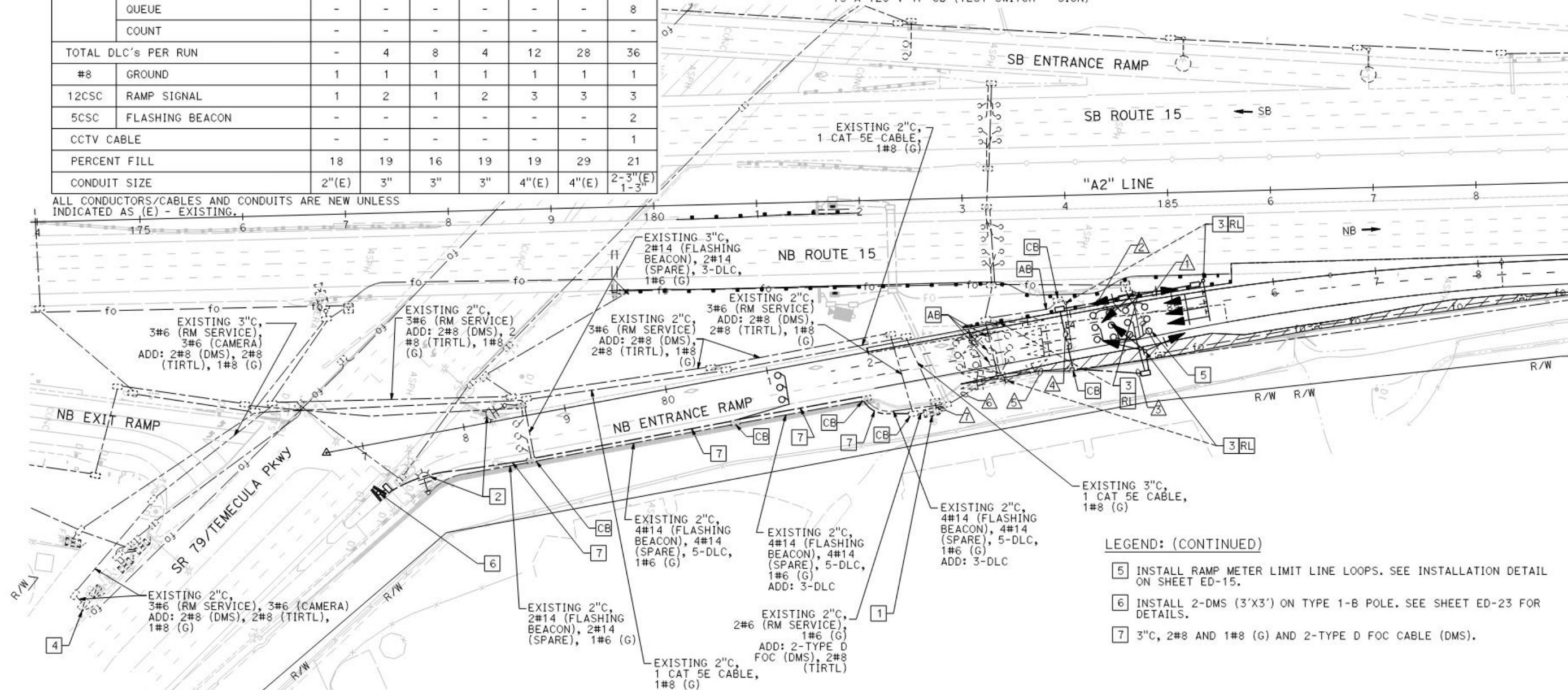
ALL CONDUCTORS/CABLES AND CONDUITS ARE NEW UNLESS INDICATED AS (E) - EXISTING.

## LEGEND: (THIS SHEET ONLY)

- INSTALL DEPARTMENT-FURNISHED NEW MODEL 2070 CONTROLLER WITH TYPE 1C MODULE, DMS CONTROLLER, NEW ETHERNET SWITCH AND 12 SMFO FDU IN EXIST TYPE 334 CABINET.
- PROTECT IN PLACE EXISTING RMS FLASHING BEACON ASSEMBLY.
- FURNISH AND INSTALL NEW POLE FOUNDATION FOR RELOCATED TYPE 27-4-100 SIGNAL POLE.
- EXISTING 120/240 V TYPE III-CF SERVICE EQUIPMENT ENCLOSURE WITH 2-TYPE V PEC AND WITH THE FOLLOWING CIRCUIT BREAKERS:

METER A: TC-1 (CTID No. 08-56-015-0-003,576-S)  
100 A 240 V 2P CB (MAIN)  
30 A 120 V 1P CB (RAMP METERING LOCATION 1)  
20 A 120 V 1P CB (IRRIGATION CONTROLLER "B")  
20 A 120 V 1P CB (CCTV - DIGITAL CAMERA)  
ADD: 30 A 120 V 1P CB (DMS)  
30 A 120 V 1P CB (TIRTL)

METER B: LS-3 (CTID No. 08-56-015-0-003,576-L)  
100 A 240 V 2P CB (MAIN)  
30 A 240 V 2P CB (LIGHTING) (N & S)  
30 A 240 V 2P CB (SIGN ILLUMINATION) (N & S)  
15 A 120 V 1P CB (TEST SWITCH - SIGN)



## LEGEND: (CONTINUED)

- INSTALL RAMP METER LIMIT LINE LOOPS. SEE INSTALLATION DETAIL ON SHEET ED-15.
- INSTALL 2-DMS (3'X3') ON TYPE 1-B POLE. SEE SHEET ED-23 FOR DETAILS.
- 3"C, 2#8 AND 1#8 (G) AND 2-TYPE D FOC CABLE (DMS).

100% SUBMITTAL

NOT FOR CONSTRUCTION  
AUGUST 2023

MODIFYING RAMP METERING SYSTEM  
(SR 79/TEMECULA Pkwy AT NB I-15 RAMP)

APPROVED FOR ELECTRICAL WORK ONLY

MODIFYING RAMP METERING SYSTEM

SCALE: 1" = 50'

E-23



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
100% SUBMITTAL  
NOT FOR CONSTRUCTION  
AUGUST 2023

REVISOR: MARLO MAYNIGO  
DATE: 08-04-23  
DESIGNED BY: JOE DE LA GARZA  
CHECKED BY: MELISSA BRADY  
CONSULTANT FUNCTIONAL SUPERVISOR: MELISSA BRADY



CONDUCTOR DESIGNATION		RUN NUMBER			
		NUMBER OF CONDUCTORS			
#10	SIGNAL COMMON	1	2	3	4
DLC	DEMAND	-	-	9	9
	PASSAGE	-	-	3	3
	QUEUE	-	-	-	7
TOTAL DLC's PER RUN		-	-	12	19
#8	GROUND	1	1	1	1
#8	DMS	-	-	-	3
12CSC	RAMP SIGNAL	1	1	3	3
5CSC	FLASHING BEACON	-	-	-	2
CAT6 CABLE (TIRTL)		-	-	-	2*
12 SMFO (TIRTL)		-	-	-	1*
12 SMFO (DMS)		-	-	-	2
12 SMFO (RAMP METER)		-	-	-	1
PERCENT FILL		18	8	19	18
CONDUIT SIZE		2"	3"	4"	2-4"

\*SEE SHEET E-8 FOR CABLE INSTALLATION

16 EXISTING 120 / 240 V TYPE III-CF SERVICE EQUIPMENT ENCLOSURE

METER 1:  
100 A, 240 V, 2P CB MAIN TC-1  
20 A, 120 V, 1P CB (IRRIGATION)  
20 A, 240 V, 2P CB (SIGN)  
20 A, 240 V, 2P CB (LIGHTING)  
30 A, 120 V, 1P CB (RAMP METERING)  
20 A, 120 V, 1P CB (DATA NODE)  
20 A, 120 V, 1P CB (WVDS)  
20 A, 120 V, 1P CB (WVDS)  
ADD: 30 A, 120 V, 1P CB (RAMP METERING)  
30 A, 120 V, 1P CB (DMS)

CTID: 08-56-015-0-R005.000-M

METER 2:  
100 A, 240 V, 2P CB MAIN LS-3  
40 A, 240 V, 2P CB (LIGHTING)  
30 A, 240 V, 2P CB (SIGN)  
20 A, 120 V, 1P CB (SPARE)  
15 A, 120 V, 1P CB (CONTROL)

CTID: 08-56-015-0-R005.001-M

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
08	Riv	15, 215	R0.0/9.8 R8.9/R9.9	144	170

08-04-23  
REGISTERED CIVIL ENGINEER  
JOSE R DE LA GARZA JR  
No. C59366  
Exp. 06-30-25  
CIVIL  
STATE OF CALIFORNIA

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

WSP USA  
1100 TOWN & COUNTRY  
SUITE 200  
ORANGE, CA 92868

RCTC  
4080 LEMON ST  
RIVERSIDE, CA 92501

- 13 3"C, 2-DLC.
- 14 CONDUIT TO BE JACK AND BORED UNDER FREEWAY.
- 15 INSTALL 1-DMS (3'X3') ON TYPE 1-B POLE. SEE SHEET ED-22 FOR DETAILS.
- 16 3"C, 2#4 (RM SERVICE), 2#8 (DMS), 1#8 (G)
- 17 SPLICE TYPE D FOC (RM) TO EXISTING FO CABLES. SEE SHEET ED-10 FOR SPLICE DETAILS.

SB ROUTE 15

NB ROUTE 15

"A2" LINE

RANCHO CALIFORNIA Rd

NB ENTRANCE RAMP

NB EXIT RAMP

LEGEND: (THIS SHEET ONLY)

- 1 INSTALL DEPARTMENT-FURNISHED NEW TYPE 334LS CONTROLLER CABINET COMPLETE WITH MODEL 2070 CONTROLLER, TYPE 1C MODULE, DMS CONTROLLER, ETHERNET SWITCH AND 12 SMFO FDU ON NEW FOUNDATION. SEE SHEET ED-15 FOR EQUIPMENT LAYOUT.
- 2 INSTALL FLASHING BEACON POLE AND MAST ARM PER CSP ES-14C. INSTALL 1-DMS (3'X3') ON MAST ARM CENTERED OVER SHOULDER. INSTALL 1-DMS (4'X4') TO BE INSTALLED ON POLE. SEE SHEET ED-22 FOR DETAILS.
- 3 INSTALL TYPE 28-5-100(MOD) SIGNAL STANDARD WITH SIGNAL HEADS. SEE DETAILS ON SHEET ED-20.
- 4 INSTALL TYPE 1-B (10') SIGNAL STANDARD WITH SIGNAL HEADS. FOR DETAILS SEE SHEET ED-15.

5 INSTALL YELLOW RMS FLASHING BEACON ASSEMBLY WITH W3-8 "RAMP METERED WHEN FLASHING" SIGN PER DETAIL SHEET ED-15.

6 3"C, 1#8 (G), 4 DLC, 2-5 CSC (FLASHING BEACON), 2#8 AND 1#8(G)(DMS) AND 2-TYPE D FOC CABLE (DMS).

7 3"C, 1#8 (G), 2 DLC, 2-5 CSC (FLASHING BEACON), 2#8 AND 1#8(G)(DMS) AND 2-TYPE D FOC CABLE (DMS).

8 3"C, 1-5 CSC (FLASHING BEACON), 2#8 AND 1#8(G)(DMS) AND 1-TYPE D FOC CABLE (DMS).

9 NOT USED.

10 INSTALL RAMP METER LIMIT LINE LOOPS. SEE INSTALLATION DETAIL ON SHEET ED-15.

11 INSTALL 1-DMS (3'X3') ON EXISTING STREET LIGHT POLE. SEE SHEET ED-22 FOR DETAILS.

12 3"C, 2#8 AND 1#8(G)(DMS) AND 1-TYPE D FOC CABLE (DMS), 2-DLC.

**RAMP METERING SYSTEM**  
**(RANCHO CALIFORNIA Rd AT NB I-15 RAMP)**  
**APPROVED FOR ELECTRICAL WORK ONLY**

SCALE: 1" = 50'

**E-24**

## NOTES:

1. FOR GENERAL NOTES, LEGEND AND ABBREVIATIONS, SEE SHEET E-1.
2. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
3. FOR PROPOSED MGS, SEE SHEET C-21.
4. THE GRAYED OUT LINE WORK IS SHOWN FOR REFERENCE ONLY. SEE SHEET E-12 FOR MORE INFORMATION.

## LEGEND: (THIS SHEET ONLY)

1. INSTALL DEPARTMENT-FURNISHED NEW TYPE 334LS CONTROLLER CABINET COMPLETE WITH MODEL 2070 CONTROLLER, TYPE 1C MODULE, ETHERNET SWITCH AND 12 SMFO FDU ON NEW FOUNDATION. SEE SHEET ED-15 FOR EQUIPMENT LAYOUT.
2. EXISTING TYPE III-C 120/240V SERVICE EQUIPMENT ENCLOSURE. ADDRESS: 41634 WINCHESTER RD.

CTID: 080560160006.638M

METER A:

100 A, 240 V, 2P CB (MAIN BREAKER) LS-3  
30 A, 240 V, 2P CB (LTG)  
30 A, 120 V, 1P CB (LTG)  
30 A, 120 V, 1P CB (SIGNAL)  
15 A, 120 V, TEST SWITCH (FUTURE)  
ADD: 30 A, 120 V, 1P CB (RAMP METER)  
30 A, 120 V, 1P CB (RAMP METER)  
30 A, 120 V, 1P CB (DMS)

METER B:

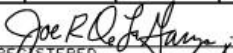

100 A, 240 V, 2P CB (MAIN BREAKER) TC-1  
50 A, 120 V, 1P CB (SIGNAL)  
20 A, 120 V, 1P CB (CITY CCTV)  
15 A, 120 V, 1P CB (WVDS)  
15 A, 120 V, 1P CB (FUTURE)  
15 A, 120 V, 1P CB (TDC)

## CONDUCTOR AND CONDUIT SCHEDULE

CONDUCTOR DESIGNATION	RUN NUMBER					
	NUMBER OF CONDUCTORS					
	1	2	3	4	5	6
#10 SIGNAL COMMON	1	1	2	1	1	2
DLC						
SURVEILLANCE	-	-	-	-	-	-
DEMAND	-	6	6	-	6	6
PASSAGE	-	2	2	-	2	2
QUEUE	-	-	4	-	-	4
COUNT	-	-	-	-	-	-
TOTAL DLC's PER RUN	-	8	12	-	8	12
#4 SERVICE	-	-	2	-	-	2
#8 SERVICE	-	-	2	-	2*	2
#8 GROUND	1	1	1	1	1	1
#8 DMS	-	-	-	-	-	2
12CSC RAMP SIGNAL	1	2	2	1	3	3
5CSC FLASHING BEACON	-	-	2	-	-	2
12 SMFO	-	-	1	-	-	2
PERCENT FILL	8	23	18	8	19	23
CONDUIT SIZE	3"	3"	2-3"	3"	4"	2-3"

\*SEE SHEET E-13 FOR CABLE INSTALLATION

- 3 3"C, 5 CSC (FLASHING BEACON)
- 4 INSTALL TYPE 1-B (10') SIGNAL STANDARD WITH SIGNAL HEADS. FOR DETAILS SEE SHEET ED-15.
- 5 INSTALL RMS FLASHING BEACON ASSEMBLY WITH W3-8 "RAMP METERED WHEN FLASHING" SIGN PER DETAIL SHEET ED-15.
- 6 3"C, (2) 2#4 (SERVICE), 2#8 (SERVICE), 1#8 (G), 2#8 AND 1#8 (G) (DMS)
- 7 3"C, (2) 2#4 (SERVICE), 2#8 (SERVICE), 1#8 (G), 2#8 AND 1#8 (G) (DMS).
- 8 3"C, 1-5 CSC (FLASHING BEACON). CONDUIT TO BE JACK AND BORED.
- 9 3"C, 2#8 AND 1#8 (G) (DMS) AND 1-TYPE D FOC CABLE (DMS), 2#4 (SERVICE), 2#8 (SERVICE)
- 10 3"C, 2 DLC, 1-5 CSC (FLASHING BEACON), 2#4 (SERVICE), 2#8 (SERVICE)

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEET
08	Riv	15, 215	R0.0/9.8 R8.9/R9.9	145	170
			08-04-23		
REGISTERED CIVIL ENGINEER			DATE		
PLANS APPROVAL DATE					
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.					
WSP USA 1100 TOWN & COUNTRY SUITE 200 ORANGE, CA 92868			RCTC 4080 LEMON ST RIVERSIDE, CA 92501		

R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9R0.0/9.8  
R8.9/R9.9

100% SUBMITTAL

NOT FOR CONSTRUCTION  
AUGUST 2023

RAMP METERING SYSTEM  
(SR 79/WINCHESTER Rd AT NB I-15 RAMP)  
(SR 79/WINCHESTER Rd AT NB I-15 LOOP RAMP)  
APPROVED FOR ELECTRICAL WORK ONLY

RAMP METERING SYSTEM

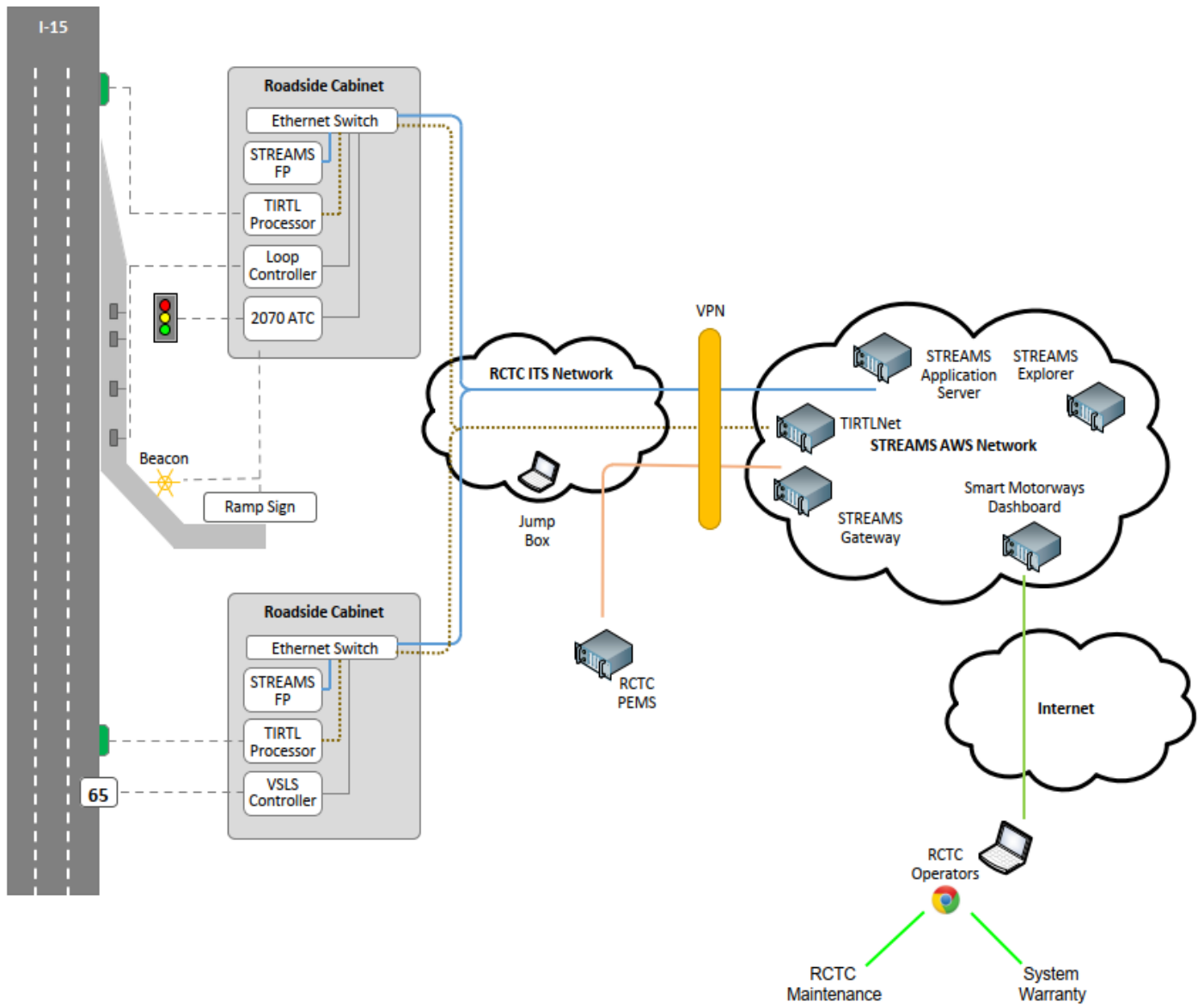
SCALE: 1" = 50'

E-25



## Exhibit “B”

### Detailed Diagram of the ITS system





**Exhibit “C”**

**Certificate of Insurance**

[attached behind this page]

DRAFT

DRAFT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Alliant Insurance Services, Inc. 18100 Von Karman Ave 10th Fl Irvine CA 92612	<b>CONTACT NAME:</b> Rita Carey	
	<b>PHONE (A/C No. Ext):</b> 949 527 9819 <b>FAX (A/C No):</b> 949-756-2713	
	<b>E-MAIL ADDRESS:</b> Rita.Carey@alliant.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Homesite Insurance Company	17221
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 2045698495 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$1,000,000			AMRSD00011-02	9/29/2023	9/29/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
As respects I-15 Smart Freeways Pilot Project Operations and Maintenance Agreement between the State of California, acting by and through its Department of Transportation, Caltrans, and the Riverside County Transportation Commission.

**CERTIFICATE HOLDER****CANCELLATION**

California Department of Transportation  
Attn: Deputy District Traffic Operations  
464 West Fourth Street  
San Bernardino CA 92401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



RIVECOU-04

MJIMENEZ

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0C36861 Irvine-Alliant Insurance Services, Inc. 18100 Von Karman Ave 10th Fl Irvine, CA 92612		<b>CONTACT NAME:</b> Patricia K Guisler <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> pguisler@alliant.com		
<b>INSURED</b>  RIVERSIDE COUNTY TRANSPORTATION COMMISSION 4080 LEMON ST, 3RD FLOOR RIVERSIDE, CA 92501		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Great American E & S Insurance Company		37532
		<b>INSURER B:</b>		
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
<b>INSURER F:</b>				

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>GL DED: \$50,000</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		214510006	9/29/2023	9/29/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured endorsement attached. Policy form does not contain a General Liability Aggregate. Notice of cancellation will be delivered only to the participating named insured as stated in Item 1 of the Participation Endorsement. Subject to policy terms, conditions and exclusions.

AS RESPECTS THE AGREEMENT BETWEEN RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND CALIFORNIA DEPARTMENT OF TRANSPORTATION REGARDING THE I-15 SMART FREEWAY PILOT PROJECT OPERATIONS AND MAINTENANCE AGREEMENT BETWEEN THE STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, CALTRANS AND THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION. CALTRANS, ITS OFFICERS, AGENTS AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED WITH REGARD TO GENERAL LIABILITY ONLY. CALIFORNIA DEPARTMENT OF TRANSPORTATION IS NAMED AS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY ONLY ARISING OUT OF THE OPERATIONS BY OR ON BEHALF OF THE NAMED INSURED.

## CERTIFICATE HOLDER

## CANCELLATION

California Department of Transportation  
Attn: Deputy District Traffic Operations  
464 West Fourth of Street  
San Bernardino, CA 92401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: RIVECOU-04

MJIMENEZ

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY <b>Irvine-Alliant Insurance Services, Inc.</b>		License # 0C36861	NAMED INSURED <b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION 4080 LEMON ST, 3RD FLOOR RIVERSIDE, CA 92501</b>
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**

Carriers on Policy:  
Great American E&S Insurance Company  
StarStone Specialty Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Additional Insured - Designated Person or Organization**

This endorsement modifies insurance provided under the following:

**SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT  
CORPORATIONS**

<b>Name of Person or Organization:</b>
--

Any person or entity that the "Named Insured" has entered into a written agreement, prior to a loss, to provide defense, indemnity or additional insured protection.
--

The following is added to Section V. **PERSONS OR ENTITIES INSURED:**

Any person(s) or organization(s) listed in the Schedule above is an Additional Insured, but only as respects "Personal Injury" (including "Bodily Injury") and "Property Damage" arising, in whole or in part, out of the operations of the Named Insured. The inclusion of such Additional Insured shall not serve to increase the "Company's" Limit of Liability as specified in the participation endorsement of this Policy:

However, additional insured coverage provided by this insurance will not be broader than coverage required in the written agreement.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **Primary and Non-Contributory Coverage Endorsement**

This endorsement modifies insurance provided under the following:

### **SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT CORPORATIONS**

The following is added to Section **VIII. COMMON POLICY CONDITIONS**:

If insurance similar to this insurance is held by a person or organization that is an additional insured on this policy, this insurance is primary to that other insurance. The "Company" shall not seek contribution from that other insurance for amounts payable under this insurance for liability arising out of the "Participating Named Insured's" ongoing operations performed for that person or organization under a written agreement.

However, the provisions of this endorsement do not apply to a person or organization unless the "Participating Named Insured" had a written agreement with that person or organization requiring:

- a.** This insurance be primary insurance;
- b.** They be an additional insured on this Policy; and
- c.** The written agreement was entered into prior to the date the "Participating Named Insured's" operations for that person or organization commenced.

## Exhibit “D”

### ISSUE RESOLUTION LADDER

I-15 SMART FREEWAYS PILOT PROJECT OPERATIONS AND MAINTENANCE AGREEMENT			
ISSUE RESOLUTION LADDER			
RCTC		Caltrans	
LEVEL I - FIELD			
Operations	Maintenance	Operations	Maintenance
Joie Edles Yanez   			

Changes to representatives listed in Exhibit D can be made upon 30 days’ written notice to other party and do not require formal amendment.



# **AGENDA ITEM 10**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	November 27, 2023
<b>TO:</b>	Western Riverside County Programs and Projects Committee
<b>FROM:</b>	Joie Edles Yanez, Capital Projects Manager
<b>THROUGH:</b>	Anne Mayer, Executive Director Erik Galloway, Project Delivery Director
<b>SUBJECT:</b>	Amendment 11 with Michael Baker International for the Santa Ana River Trail Project 2 – Phase 6 and Additional Contingency

**STAFF RECOMMENDATION:**

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

- 1) Approve Agreement No. 17-67-027-11, Amendment No. 11 to Agreement No. 17-67-027-00, with Michael Baker International (MBI) for additional scope of services, as part of planned construction of the Santa Ana River Trail Project (SART) 2 through Green River Golf Course (Project) in the amount of \$222,980, plus a contingency amount of \$236,667, for an additional amount of \$459,647, and a total contract amount not to exceed \$2,609,259;
- 2) Authorize the Executive Director or designee to approve contingency work as may be required for the Project; and
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission.

**BACKGROUND INFORMATION:**

The concept for the overall SART from the San Bernardino Mountains to the Pacific Ocean in Huntington Beach has been in development for many years. Much of the trail has been built through Orange County with short segments remaining to be completed in Riverside and San Bernardino Counties. The last remaining segment to be completed in Riverside County is from the Orange County line to the Hidden Valley Reserve in the cities of Corona and Riverside.

In 2007, the Riverside County Regional Park and Open-Space District (Park District) was successful in obtaining Proposition 84 Grant funds for the detailed alignment and construction of the section of trail from the Orange County line to the US Army Corps of Engineers property in the Prado Dam basin.

In early 2015, the Park District requested the Commission to manage the delivery of the SART 1 trail project between State Route 71 and the city of Eastvale. In March 2015, the Commission

and Park District entered into Memorandum of Understanding (MOU) No. 15-67-059-00, which reimburses the Commission's costs for providing project management and procurement of construction services for the Park District SART 1 project.

Please see attachment, Figure 1 – Santa Ana River Trail Project 2 – Phase 6 & Gap Phase map.

In October 2016, the Park District and Commission amended the MOU, Agreement No. 15-67-059-01, to reimburse the Commission for its costs for delivery of the SART 2 Project, which runs adjacent to the Green River Golf Course near the city of Corona.

At the November 2017 meeting, the Commission approved an agreement with MBI for preliminary engineering, final environmental document and design and preparation of the final plans, specifications and estimate (PS&E) package and related construction bid documents for the construction of the Project in the amount of \$1,256,960, including contingencies. There have been ten amendments to the contract to date for changes in key staff personnel and one utilizing contingency, shown in Table 1 below:

**TABLE 1 – Agreement History**

Agreement	Date	Contract Amount	Contingency
<b>Original Agreement</b>	October 23, 2017	\$1,142,691	\$114,269
<b>Amendment No. 1</b>	May 1, 2018	0*	
<b>Amendment No. 2</b>	June 6, 2019	0*	
<b>Amendment No. 3</b>	October 22, 2019	0*	
<b>Amendment No. 4</b>	October 14, 2019	0*	
<b>Amendment No. 5</b>	February 4, 2020	0*	
<b>Amendment No. 6</b>	April 8, 2020	0*	
<b>Amendment No. 7</b>	October 26, 2020	\$874,626	\$87,463
<b>Amendment No. 8</b>	April 12, 2022	0*	
<b>Amendment No. 9</b>	October 3, 2022	0**	
<b>Amendment No. 10</b>	March 8, 2023	0	-\$21,841***
<b>Total</b>		<b>\$2,017,317</b>	<b>\$201,732 (\$179,891 Remaining)</b>

\*Change in Key Personnel

\*\*Contract Term Extension

\*\*\*Utilized Contingency

The parties now desire to amend Agreement No. 17-67-027-00 in order to provide compensation for final design services and construction support for the Project to complete work that was not anticipated in the original scope.

## **Project Description**

The Project will construct a 1.5-mile-long Class I hot mixed asphalt (HMA) and decomposed granite (DG) equestrian and pedestrian trail (total 18-20 feet in width), from the SART Orange County line, through the Green River Golf Course (GRGC), to connect to the existing trail at Chino Hills State Parks boundary. The Project would connect the SART Extension under the jurisdiction of the County of Orange just south of the Burlington Northern Santa Fe (BNSF) railroad and would then traverse to the east parallel to the railroad right of way (ROW). A new overhead bridge structure is required to cross the BNSF railroad approximately 1,200 feet east of the Orange County line. Once on the north side of the BNSF railroad, the trail will run along the west side of the GRGC, crossing Aliso Canyon Creek with the new proposed Bridge, then connecting to the existing trail on the west end of the Chino Hills State Park Trail.

The proposed Trail will be a multi-use trail that will serve pedestrians, hikers, bicyclists, and equestrians. As a part of this overall Project and as noted above, two new bridges will be constructed:

- A bridge over the BNSF railroad tracks and;
- A bridge over Aliso Canyon Creek

The team submitted the 65 percent Trail Plans and 95 percent BNSF Structures plans summer 2023. A total of 10 agencies were transmitted the design submittal for review and the last of the 65 percent submittal review comments were received on October 17, 2023. The designers are now preparing their comment responses and revised plans. The 100 percent Design Submittal is tentatively scheduled for early 2024 with proposed construction to begin late 2024.

## **DISCUSSION:**

### **MBI Amendment No. 11**

MBI's Amendment No. 11 request includes items that MBI has identified as out of scope work and is requesting additional budget to address these Project changes. Please see Attachment 1 for a detailed justification for increasing each task order line item identified below. Staff has negotiated these amounts with MBI and found the costs to be fair and reasonable. Some of the issues that arose during the design, and which have resulted in these out-of-scope work items that need to be addressed include:

- **1.7 Geotechnical Investigation** – Additional geotechnical analysis and calculations associated with changes in retaining wall designs and foundations due to review comments from BNSF on the railroad overcrossing bridge and Metropolitan Water District (MWD) on Aliso Canyon Creek bridge.

- **2.1 Project Meetings and 2.2 Project Management and Coordination** - Additional project meetings due to the project extending beyond the original schedule due to coordination efforts with multiple stakeholders.
- **2.6 Utility Coordination** – Additional coordination efforts required for Southern California Edison (SCE) overhead line conflict and relocation. Utility coordination for AT&T which is in conflict with trail and was not anticipated at the start of the Project.
- **2.10 Trail Improvement Plans** – Additional coordination with stakeholders resulted in multiple design alternatives and refinements to the trail alignment and configuration. Latest configuration resulted in less impacts to the nearby GRGC.
- **2.12 Bridge Design Calculations, 2.13 Bridge Plans, Specifications and Estimate, 2.14 Technical Specifications** – Due to input from stakeholder BNSF, additional structural calculations and analyses had to be performed to modify BNSF railroad overcrossing bridge walls. Due to input from stakeholder MWD, additional structural calculations and analyses had to be performed to modify Aliso Canyon Creek bridge foundation abutment. Latest iteration of foundation results in a construction cost savings.
- **2.16 Plan Check Revisions / Approvals / Local Agency Permits** – Due to input from stakeholder SAWPA, additional loading calculations and analyses were performed to evaluate whether pipe can be protected in place. Additional funding is included in anticipation for coordination efforts with multiple stakeholders.
- **3.7 Shop Drawing Review (Phase 3)** – Due to wall modification for BNSF overhead bridge, additional shop drawing review is required.

### **Increased Contingency**

In addition to MBI's No. Amendment 11 request, RCTC staff performed an independent cost estimate of the contract, reviewed historical issues that have arose resulting in increased costs, and performed projections of costs to complete the Project and found that additional contingency should be added. Staff's rationale behind this approach of increasing contingency is so that these funds are only to be utilized when justified and authorized by staff and parks. RCTC's independent cost estimate along with staff justifications for increasing each line item can be found in Attachment 2.

In performing RCTC's independent cost estimate, staff recommends increasing the contingency due to potential project delays as a result of the increased submittal review times due to the multiple project stakeholders and added complexity in addressing and coordinating comments amongst these stakeholders. Because of where the trail lands jurisdictionally, the plans go through 10 agencies during each round of review, which is a unique case not typical in most projects and not anticipated in MBI's budget. The reviewing entities include our internal staff review, BNSF, Orange County Public Works (OCPW), GRGC, Chino Hills State Parks, Riverside County Transportation Department, Riverside County Flood Control District and Water Conservation District, Riverside County Parks, MWD, and Santa Ana Watershed Project Authority. The number of agencies reviewing the plans resulted in review durations exceeding what was anticipated by MBI. Staff and MBI have actively managed the review process and continually followed up with the reviewers but due to the different agency schedules and the time needed

to address and respond to conflicting comments has resulted in excessive review periods. The Project team still has the 90 percent and 100 percent submittal milestones to complete and with this current trend, it would be proactive and prudent to allocate additional funding and time considerations to accommodate these extended review times, added level of complexity in addressing comments, and increased coordination efforts.


Another observation that staff had, was that the activities for design support during construction appeared lower than the Project needs. Staff performed a side-by-side analysis of a similarly sized project, in terms of dollar value of construction, and recommends increasing the Project contingency to address the potential for these activities to exceed what MBI anticipates.

Based on the multiple authorities having jurisdiction and past project experience, staff requests additional contingency be allocated for potential increased efforts in addressing ROW, utility coordination and agency permitting.

Parks District has been involved in the development of this proposed Amendment No. 11 to MBI and has concurred with the recommendations presented here.

**FISCAL IMPACT:**

All funding for the Project, including the changes proposed in this staff report are provided from the Proposition 84 grant secured by the Park District through the State Coastal Conservancy. The Commission-Park District MOU provides for the reimbursement of the Commission's project costs.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2023/24 FY 2024/25+	Amount:	\$100,000 \$359,647
Source of Funds:	Proposition 84 Grant funds provided by the State Coastal Conservancy and secured by Park District			Budget Adjustment:	No N/A
GL/Project Accounting No.:	007202 81102 00000 0000 720 67 81101 \$459,647				
Fiscal Procedures Approved:				Date:	11/17/2023

**Attachments:**

- 1) Amendment No. 17-67-027-11 – Scope, Fee and Schedule with MBI
- 2) RCTC Independent Cost Estimate of Amendment No. 11
- 3) Figure 1 – SART Project 2 – Phase 6 & Gap Phase Map





*We Make a Difference*

September 20, 2023

JN 167982

Ms. Joie Edles Yanez  
**Riverside County Transportation Commission**  
4080 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92502

Subject: Amendment #11 – Additional Design Changes for SART 2 Phase 6  
(Agreement, No. 17-67-027-00)

Dear Ms. Yanez:

Michael Baker International (MBI) appreciates the opportunity to submit this amendment request to provide additional engineering support to prepare relocation plans (plans, specifications, and estimate) for the SART 2 Phase 6 project. This request includes scope items that MBI has identified as out of scope work and is requesting additional budget to address project changes.

Our proposed amendment No. 11 scope and compensation documentation are attached as Exhibits "A" "B". Supporting documents are included as Exhibits "C" and "D". These exhibits define our efforts and the fees associated with these tasks. Upon receiving a Notice-To-Proceed, we will incorporate the revised design changes into our final design plans and specifications. We look forward to continuing to provide superior services on this project. Should you have any questions, please do not hesitate to contact myself at 949-648-2330, [david.eames@MBakerIntl.com](mailto:david.eames@MBakerIntl.com) or Steve Huff at 949-855-3624, [SJHuff@mbakerintl.com](mailto:SJHuff@mbakerintl.com).

Sincerely,

A handwritten signature in black ink that reads "David M. Eames".

David Eames, P.E.  
Project Manager

Sincerely,

A handwritten signature in blue ink that reads "Steve Huff".

Steve Huff, P.E.  
Vice President

H:\pdata\167982\Admin\Contract\Amendment 7\SART Phase 6 - Amendment 11.docx

## **“Exhibit A”**

### **Amendment No. 11 Scope of Services**

#### **Phase 2 – PS&E Services**

##### **Task 1.7 – Geotechnical Investigation**

The MBI team proposes to use the borings completed to date to complete the bridge and wall design. Due to the bedrock and difficult drilling conditions encountered during the first phase of drilling, the budget for additional drilling for the bridges was largely exhausted. Now that the bridge and wall locations have been finalized, the MBI team will use the previously completed boring locations to complete the wall design. Wall No. 1 adjacent to the GRGC driving range has been replaced with a fill slope and wall 2 has been identified as a modified Caltrans standard design wall. The Aliso Canyon bridge foundation design was modified to reduce the pile depths and also reduce the cost of constructing the bridge as outlined in the bridge memo prepared by MBI. The additional pile calculations performed for Aliso Canyon bridge used up the remaining geotechnical budget. There are still three activities remaining to complete the geotechnical analysis. Wall number 2 is proposed to be a Caltrans standard wall but because of the height of the proposed wall, the wall will require modifications to the standard Caltrans design details. There is additional geotechnical analysis required to support the modified design details. The Mechanically Stabilized Earth (MSE) walls will require additional geotechnical analysis including slope stability analysis and analysis to determine the required performance wall requirements to be included into the specifications. Lastly, the larger fill embankments will also require the preparation of a settlement monitoring protocol to be included in the final construction specification package. No additional geotechnical borings are to be completed during the design phase. See attached DYA scope of work as Exhibit “D”.

***Deliverables:*** Retaining wall design recommendations for Wall 2, MSE design recommendations, and embankment consolidation monitoring requirements to be included into the final specifications.

##### **Task 2.1 and 2.2 – Meetings, Management, and Coordination**

The MBI team anticipates that the design will be completed in January 2024 but the coordination with RCTC and third-party owners will extend into summer 2024. As such, we are asking for additional task budget to augment the remaining budgets to allow for monthly discussions that are necessary to resolve the outstanding design issues with Orange County Public Works and to resolve remaining review comments.

***Deliverables:*** Monthly meeting attendance and project management for an 8 month period.

##### **Task 2.6 Utility Coordination**

The MBI team anticipates that the SCE utility relocation design will be completed in 2024 and will require a minimal level of coordination with RCTC and SCE. This task includes 48 hours and included 4 meetings and 32 hours of drafting time for recalibration of CAD files and to prepare conceptual exhibits. This scope assumes that SCE will be preparing all facility relocation plans and providing completed plans for MBI to review and approve. This scope does not include additional reviews for the ATT facility relocations.

**Deliverables:** Meeting attendance for up to 8 coordination meetings and preparation of special formatted CAD files for SCE to perform their in-house relocation plans.

### **Task 2.10 – Trail Improvement plans**

In response to the OCPW and MWD comments, the Michael Baker team has expended a significant portion of our final design budget preparing exhibits and revising the PAED level trail alignments to address comments and impacts related to golf course impacts and make refinements requested by the reviewing agencies. This extensive level of design refinements was not included in our original final design budget as the trail alignment was assumed to be finalized following the preliminary design stage of the work. At the start of the final design phase, MBI resented a realigned truck ramp option to RCTC. This consolidated ramp design eliminated major impacts to the GRGC driving range that were identified in the environmental document. Upon review of the truck ramp design, OCPW requested two alternatives of the ramp alignment and truck turning exhibits. MBI prepared several exhibits and presented them at the PDT meetings to facilitate review and approval. With respect to other exhibits, the MBI team has prepared multiple exhibits to address various technical issues including trail impacts to the GRGC golf course, utilities, truck turning, slope and fencing encroachments into the golf course, BNSF fencing/access, and SAWPA fill impacts. These are all necessary communication and decision documents but have been prepared at the expense of our trail design budget under this task. Some examples of exhibits prepared for the project are as follows:

- SART trail renderings with dimension to golf course encroachments (request from Ariel).
- Truck turning exhibits for 3 different ramp configurations.
- Aliso Canyon grading exhibits including plan and profile views- 6 exhibits.
- Golf Course Impact exhibits including impacts to hole #4 and hole #7.
- GRGC conceptual wall profile at hole #4.
- Utility conflict exhibits for ATT, SCE, and the GRGC clubhouse sewer.
- BNSF / CPUC fencing exhibits.

**Deliverables:** Trail plan revisions to address agency comments.

### **Task 2.12, and 2.13 – Bridge Plans and Calculations**

#### **Aliso Creek Bridge Foundation Calculations**

As provided in Exhibit C. “Aliso Footing Elevation and Decision Narrative,” the restrictive boundary of the MWD right of way prevents relocating the abutment outside of the scour zone, combined with significant scour demands, has resulted in a high-risk and overly expensive abutment foundation for the Aliso Creek bridge. Michael Baker will perform additional work described herein to raise the abutment foundation above maximum limits of Caltrans and AASHTO criteria while allowing the piles to be subject to scour which is not included in the original scope of work. Michael Baker will design the piles and abutment footings for no-collapse follow Caltrans Seismic Design Criteria (SDC 2.0) and AASHTO LRFD Bridge Design Specifications with Caltrans Amendments, and for the flood and seismic loading appropriate to service, strength, and extreme limit states defined in those codes similar to a Type 1 Pier Shaft.

The bridge piles will be designed to resist flood loading similar to a bridge pier or column in the waterway. The bridge will also potentially be inundated by the check flood event. The pile design and anchorage will be designed for this loading. One additional plan sheet is budgeted for more significant abutment detailing which may be required.

#### **Retaining Walls Design Modifications**

The original project Amendment 7 included scope and fee to prepare standard Caltrans wall designs for 2 walls. The scope of work identified 2 walls located in the GRGC parking lot and next to the driving range. The Bridge Plan (Task 2.13) include 3 sheets for retaining walls and sections. Based on the 30% design development, there have been a few changes to the retaining wall design. There are currently 4 walls identified on the project plans. Walls 1 & 2 and located next to the driving range and GRGC parking lot. Assuming these walls remain as a Caltrans Type 1 Cast-In-Place (CIP) wall design, the standard plan design details will need to be modified to address the higher peak ground acceleration (provided in the geotechnical recommendations). These 2 walls will require MBI to perform additional calculations and make modifications to the standard plan sheets.

Michael Baker also proposes to prepare final design plans for the construction of concrete panel-type Mechanically Stabilized Embankment (MSE) walls for walls 3 and 4 located just north of the BNSF bridge. Based on final trail alignment and profile, the wall heights are such that the standard Caltrans wall plans cannot be used at this location. Special design wall foundations are required to be supported on Cast-In-Drilled-Hole (CIDH) piles. This foundation type is much more expensive to construct and will require additional borings and special structural and geotechnical design. Mechanically Stabilized Embankment Walls offer a much more economical construction cost with some added engineering cost. The comparison of wall construction cost alternatives are shown in the following table as a rough order of magnitude estimate of construction cost:

	Area (SF)	Construction Cost: Wall on Piles	Construction Cost: MSE
Wall 3	1170	\$470	\$100
Wall 4	1132	\$470	\$100
	Total	\$1,081,940	\$230,200

Converting Retaining Walls 3 and 4 from Cast- In-Place concrete walls to a larger foot-print MSE walls reduces the design review duration and a construction savings of over \$800,000. To maximize bidding flexibility and constructability, Michael Baker will prepare project specifications which will allow specific pre-approved MSE vendor wall types for construction of the walls following Caltrans standard special provisions. The SSPs will require the contractor to submit for review and approval shop drawings of the retaining wall and retaining wall structural calculations for all elements and for global stability, which will be specific to the contractors selected vendor product as allowed within the project special provisions. In order to facilitate bids and establish a baseline expectation for safety and quality, Michael will prepare plan and profiles for the wall design including minimum wall base widths for stability, and an MSE drain layout. MBI will also determine and specify the controlling design criteria on the plans. Michael baker will prepare structural calculations only for external stability. Calculations will follow AASHTO LRFD Bridge Design Specifications including Caltrans Amendments. The geogrid stabilized embankment behind the wall will be incorporated into the SART trail embankment slopes. Slope drainage will be modified to incorporate the new wall alignments. The preliminary alignment and locations of walls 3, 4 are shown in the revised General Plan provided in Exhibit D. Work under this new task will include completing the following items:

- BNSF wall layout and alignment exhibits for review and approval of RCTC and BNSF Consultant.
- Wall 2 seismic internal and external stability calculations.
- Wall 3 and 4 seismic stability calculations.
- MBI will provide the following additional sheets for the retaining walls:
  - One (1) sheet for standard plan modifications for Wall 2
  - One (1) sheet for MSE wall typical section for Wall 3 and 4
- Geotechnical recommendations will be included in the SART Project Geotechnical Report.
- Addition of MSE wall construction bid items.
- Wall quantities and a construction cost estimate to be incorporated into the larger SART construction project at the 100% level of design.

**Deliverables:** Calculations, modified Geotech report, MSE and Wall No. 2 plan details and revised cost estimates.

#### **Task 2.14 Technical Specifications**

The MBI team will be including new technical specifications for the Mechanically Stabilized Earth (MSE) walls and also for embankment consolidation testing. The MSE walls were added to the scope of work to reduce the cost of the typical Cast-In place concrete walls. The MSE walls were also moved outside of the railroad right of way to facilitate easier approvals by the railroad. The MSE wall specifications will be a performance-based specification allowing for the Contractor to economize the construction. The larger fill embankments required for the SART trail construction will require consolidation monitoring during the early phases of construction to monitor the settlement and ensure the embankments has adequately consolidated prior to final grading. These added specifications will be included with the railroad bridge portion of the bid items when the final bid set is separated into two parts (A and B bid schedules).

**Deliverables:** MSE wall specifications and embankment consolidation monitoring requirements.

#### **Task 2.16 – Plan Check Revisions/ Approvals/ Local Agency Permits**

During the SART preliminary design (Phase 1) a significant amount of time was spent with RCTC and SAWPA reviewing trail alignment alternatives. RCTC previously approved additional analysis under task 1.4 of our design contract for this purpose. Going to the final design phase of the project, the scope of work assumed that the trail alignment was set and would not need to be revised. To facilitate project approval by the Santa Ana Watershed Authority (SAWPA) Michael Baker was asked to submit cross sections and submit a design memorandum including pipe loading calculations for SAWPA to review. The Michael Baker team submitted a design package in December 2022 and received approval for the trail alignment and profile design from SAWPA in January 2022. The level of effort to obtain approval from SAWPA including the preparation of a design memorandum was not included in the original trail design scope of work. Although necessary to address the SAWPA comments, this additional effort has further expended our limited budget. We have exhausted this task budget as of July 2023. We need additional budget to address remaining agency comments and obtain plan approvals.

**Deliverables:** Pipe loading calculations and trail cross section. Responses to remaining agency comments.

### **Task 3.7 – Shop Drawing Review**

Michael Baker will review the contractor MSE wall submittals during the construction phase to ensure conformance to the specified design criteria and the project performance requirements.

***Deliverables:*** Shop drawing review comments, contractor correspondence log.

An ODC budget of \$250 has been included to cover the cost of mileage to site visits and additional printing of plans and exhibits.

See attached budget breakdown as Exhibit B and supporting documents as Exhibits “C” and “D”.

Exhibit "B"  
Riverside County Transportation Commission  
Santa Ana River Trail Phase 6 (Green River Golf Course)  
Cost Proposal (Amendment #11) - 9/18/2023

Michael Baker															Sub-Total Michael Baker		Subconsultant (Díaz Yourman Associates)		TOTAL HOURS	TOTAL FEE
			Senior Principal		Structural Engineer		Technical Manager / Environmental Manager		Project Engineer / Landscape Architect		Designer / Planner		Assistant Engineer / Planner							
			\$110.91	Avg Raw Rate	\$80.50	Avg Raw Rate	\$73.39	Avg Raw Rate	\$67.06	Avg Raw Rate	\$54.08	Avg Raw Rate	\$35.58	Avg Raw Rate						
			\$49.34	Fringe (44.49%)	\$35.81	Fringe (44.49%)	\$32.65	Fringe (44.49%)	\$29.83	Fringe (44.49%)	\$24.06	Fringe (44.49%)	\$15.83	Fringe (44.49%)						
			\$107.53	OH (96.95%)	\$78.04	OH (96.95%)	\$71.15	OH (96.95%)	\$65.01	OH (96.95%)	\$52.43	OH (96.95%)	\$34.49	OH (96.95%)						
\$267.78	per hour	\$194.35	per hour	\$177.19	per hour	\$161.90	per hour	\$130.57	per hour	\$85.90	per hour									
Task	Sub-Task	Description	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	Fee	Hours	Fee		
PHASE 1 - FINAL ENVIRONMENTAL DOCUMENT AND PRELIMINARY ENGINEERING SERVICES																				
1.7		Geotechnical Investigation due to Scour Analysis - Aliso Canyon Bridge Realignment								\$0						\$0		\$22,251	0	\$22,251
		Sub-Total Phase 1	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$22,251	0	\$22,251
		Fee (10%)- Included in DYA fee		\$0		\$0		\$0		\$0		\$0		\$0		\$0				
		Total		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$22,251		\$22,251
PHASE 2 - PS&E SERVICES																				
2.1		Project Meetings	0	\$0		\$0	0	\$0		\$0	26	\$3,395		\$0	26	\$3,395	0	\$0	26	\$3,395
2.2		Project Management and Coordination	32	\$8,569		\$0	0	\$0	60	\$9,714	40	\$5,223	12	\$1,031	144	\$24,537	0	\$0	144	\$24,537
2.6		Utility Coordination	8	\$2,142	0	\$0	8	\$1,418	0	\$0	32	\$4,178	0	\$0	48	\$7,738	0	\$0	48	\$7,738
2.10		Trail improvement Plans	12	\$3,213	0	\$0	40	\$7,088	0	\$0	100	\$13,057	0	\$0	152	\$23,358	0	\$0	152	\$23,358
2.12		Bridge Design Calculations	8	\$2,142	60	\$11,661	40	\$7,088	0	\$0	40	\$5,223	0	\$0	148	\$26,114	0	\$0	148	\$26,114
2.13		Bridge Plans, Specifications and Estimate	12	\$3,213	40	\$7,774	0	\$0	160	\$25,904	120	\$15,668	0	\$0	332	\$52,560	0	\$0	332	\$52,560
2.14		Technical Specifications	60	\$16,067	8	\$1,555	32	\$5,670	0	\$0	0	\$0	0	\$0	100	\$23,292	0	\$0	100	\$23,292
2.16		Plan Check Revisions / Approvals / Local Agency Permits	4	\$1,071	0	\$0	24	\$4,253	0	\$0	80	\$10,446	0	\$0	108	\$15,769	0	\$0	108	\$15,769
		Sub-Total Phase 2	136	\$36,418	108	\$20,990	144	\$25,515	220	\$35,618	438	\$57,190	12	\$1,031	1,058	\$176,762	0	\$0	1,058	\$176,762
3.7		Shop Drawing Review (Phase 3)	2	\$536	4	\$777	0	\$0		\$0	32	\$4,178		\$0	38	\$5,491	0	\$0	38	\$5,491
		Sub-Total Phase 3	2	\$536	4	\$777	0	\$0	0	\$0	32	\$4,178	0	\$0	38	\$5,491	0	\$0	38	\$5,491
ODCs																\$250	0	\$0	0	\$250
Sub-Total			138	\$36,954	112	\$21,767	144	\$25,515	220	\$35,618	470	\$61,368	12	\$1,031	1,096	\$182,503	0	\$22,251	2,154	\$204,754
Michael Baker Fee (10% labor only) [Fee for DYA shown above]				\$3,695		\$2,177		\$2,552		\$3,562		\$6,137		\$103		\$18,225				\$18,225
Total				\$40,649		\$23,944		\$28,067		\$39,180		\$67,505		\$1,134		\$200,728		\$22,251		\$222,979

# Design Memo

**TO:** Joie Edles Yanez (RCTC) **DATE:** 06/16/2023  
**FROM:** Chad Harden, David Eames **SUBJECT:** Aliso Canyon Footing Design  
(Michael Baker Intl)

## Aliso Footing Elevation and Decision Narrative

This white paper documents the controlling variables leading to raising the Aliso Canyon pedestrian bridge abutment pile cap above the scour elevation and allowing the trail embankment to be subject to scour, and associated benefits, risks, and consequences. This discussion may not be inclusive of all risks.

For the sake of brevity in this summary, reference to a section within AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications is designated as "AASHTO §". Reference to a section within Caltrans Amendments to AASHTO LRFD is designated as "Caltrans LRFD."

## Hydraulic and Scour Data

The current thalweg (flowline) of the channel is at approximate elevation 432.9-ft. The project hydraulic report presents the following scour components for the 200-year scour event:

- Long-Term Scour Depth 12.8-ft (Degradation & Contraction)
- Short-Term Scour Depth 9.7-ft (Local)
- Total Scour Depth 22.5-ft

For bridge foundations, scour components are combined following *Caltrans LRFD Table 3.7.5-1* for a total scour applicable to Service (SVC), Strength (STR), and Extreme (EXT) Limit States.

**Table 3.7.5-1—Scour Conditions for Limit State Load Combinations**

Limit State		Degradation/ Aggradation	Contraction Scour	Local Scour
Strength	minimum	0%	0%	0%
	maximum	100%	100%	50%
Service	minimum	0%	0%	0%
	maximum	100%	100%	100%
Extreme Event I	minimum	0%	0%	0%
	maximum	100%	100%	0%

The resulting scour depths by load combination are as follows:

- |                        | Scour Depth (ft) | Scour Elevation (ft) |
|------------------------|------------------|----------------------|
| • Service Limit State  | 22.5-ft          | 410.4                |
| • Strength Limit State | 17.7-ft          | 415.2                |
| • Extreme Limit State  | 12.8-ft          | 420.1                |



## Original Type Selection Report Proposed Design and *Resulting Challenge*

The standard of practice to address scour presents several approaches to determine the appropriate foundation depth. The current foundation configuration for Aliso Creek Pedestrian Bridge is supported on six, 48" diameter piles. The top of the piles are joined together at a pile cap. The depth to the top and bottom of footing (pile cap) must meet the required footing scour elevations given in AASHTO LRFD 2.6.4.4.2. The pile cap foundation design follows the following steps-

1. Typically, if possible, the abutment would be moved outside of the flood zone to avoid the issue of scour. Because of the bridge proximity to the Metropolitan Water District (MWD) lower feeder pipe and associated right of way easement requirements, it is not possible to move the bridge abutment 2 location outside of the scour zone and into the MWD easement.
2. If the abutment is subject to scour, the bottom of footing (pile cap) should be lowered to the scour elevation. This was presented as Alternative 1 Bottom of Footing (BOF) elevation 417.5 in the Type Selection Report (TSR) and is the current alternative.
3. The elevation of the Alternative 1 foundation would also require shoring to protect the MWD lower feeder pipeline and SAWPA pipelines during the construction phase based on the depth of footing.
4. In the Alternative 2 footing design presented in the TSR, the footing can be kept relatively shallow below existing ground if a streambed scour countermeasure is provided, such as rip-rap or concrete lining. However, this countermeasure was not considered feasible because the scour protection would increase the environmental footprint of the Project and potentially require an environmental reevaluation.

Caltrans amends AASHTO § 2.6.4.4.2 for the requirements related to elevations of pile caps and deep foundations (See Figure 1 graphic excerpt on next page). However, in doing so additional judgement is allowed to the engineer of record, apparently, using the included text "...where practical." The proposed alternative design strategy is suggested in the third sentence, to allow the new bridge piles to be exposed during a scour event if they can be designed to be stable.

At the time of the Type Selection Report, Michael Baker set the bottom of footing (pile cap) at elevation 417.5 which is located in between the Extreme and Strength Limit States scour elevations. The bottom of footing elevation places the top of footing to address contraction and degradation scour. Local scour around the abutments would need to be "restored" following small storms. The resulting piles for this configuration were 100-ft long, and abutment heights were very tall at approximately 34-ft.

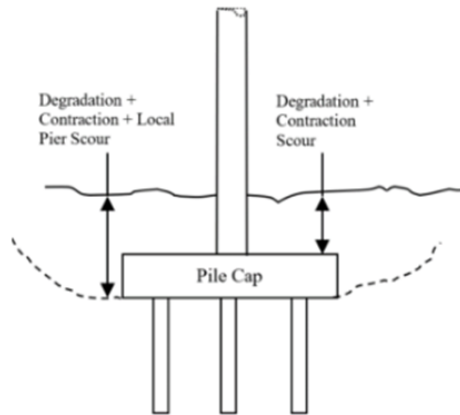
Because the initial phase of exploratory drilling encountered refusal at 50' and 70' Below Ground Surface (BGS), the resulting TSR Alternative 1 pile lengths were designed beyond the depth of borings performed for this project. Additional drilling with a more powerful drill rig would be required to mitigate the risk for the design team and the project sponsor.

**Challenge: The restrictive boundary of the MWD R/W prevents relocating the abutment outside of the scour zone, combined with significant scour demands, has resulted in a high-risk and overly expensive abutment foundation for the Aliso Creek bridge.**

Foundations should be designed to withstand the conditions of scour. In general, this will result in deep foundations. Figure C2.6.4.4.2-2 shows a typical deep foundation.

Replace the 4<sup>th</sup> paragraph with the following:

Deep foundations with footings shall be designed to place the top of the footing below the estimated degradation plus contraction scour depth where practical to minimize obstruction to flood flows and resulting local scour. Even lower elevations should be considered for pile-supported footings where the piles could be damaged by erosion and corrosion from exposure to stream currents. Where conditions dictate a need to construct the top of a footing to an elevation above the total scour elevation, attention shall be given to the scour potential of the design



**Figure C2.6.4.4.2-2 Deep Foundation Location**

Figure 1

## Proposed Solution to mitigate risk and reduce cost

**Solution:** Raise the abutment footing (pile cap) elevations from 417.50 to 435.30 at Abutment 1, and from 417.50 to 432.00 at Abutment 2.

Michael Baker has performed preliminary calculations to explore an alternative foundation concept that involves raising the abutment foundation (pile cap) above maximum scour limits determined by the Caltrans and AASHTO criteria (the only documented design criteria for this situation). This alternative approach is presented to achieve the project goals of enhanced constructability and cost efficiency. The pile cap elevation was raised up to Elevation 432 (at Abutment 2) so that it provides minimum soil cover over the footing. A cross section showing the alternative abutment pile cap elevation and section is provided on the attached revised bridge General Plan and Foundation plan dated June 2023. The revised abutment footing (pile cap) elevations are shown on the Foundation Plan.

**Cost Savings:** Raising the abutment footing (pile cap) significantly reduces the abutment height and associated pile demands, which result in the following anticipated construction cost comparisons and potential savings:

TSR Alternative:	\$5.99 Million
Proposed Solution:	\$3.61 Million
Cost Savings:	\$2.38 Million

Note these costs include the total bridge and foundation cost, it does not include other project costs such as embankment or retaining wall construction, or maintenance.

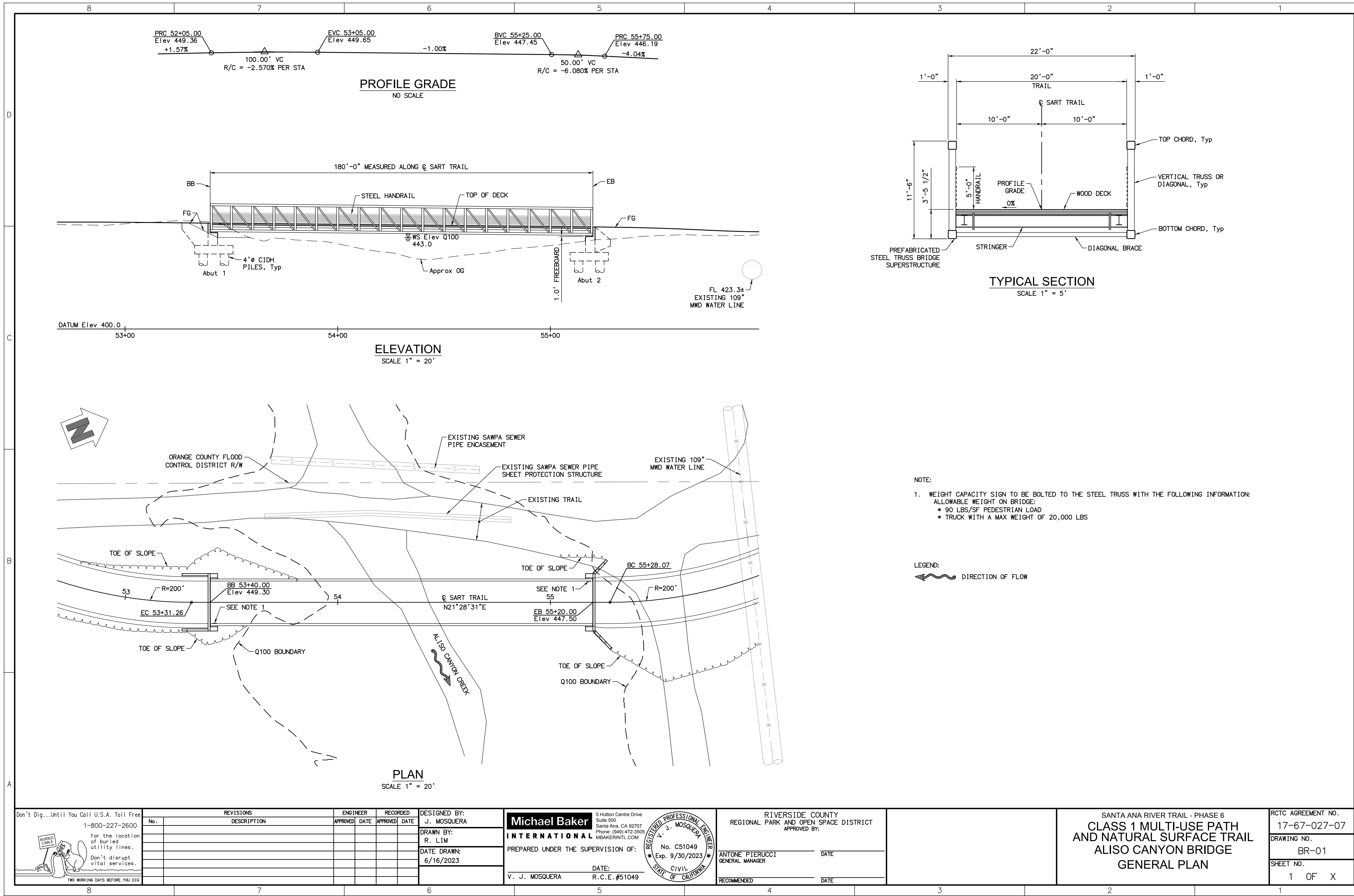
**Performance Expectations:** Michael Baker presents that the bridge can be designed in the framework of no-collapse under the all scour conditions, but specific design considerations and performance metrics for the life of the structure and maintenance of the approach embankment must be understood by all stakeholders:

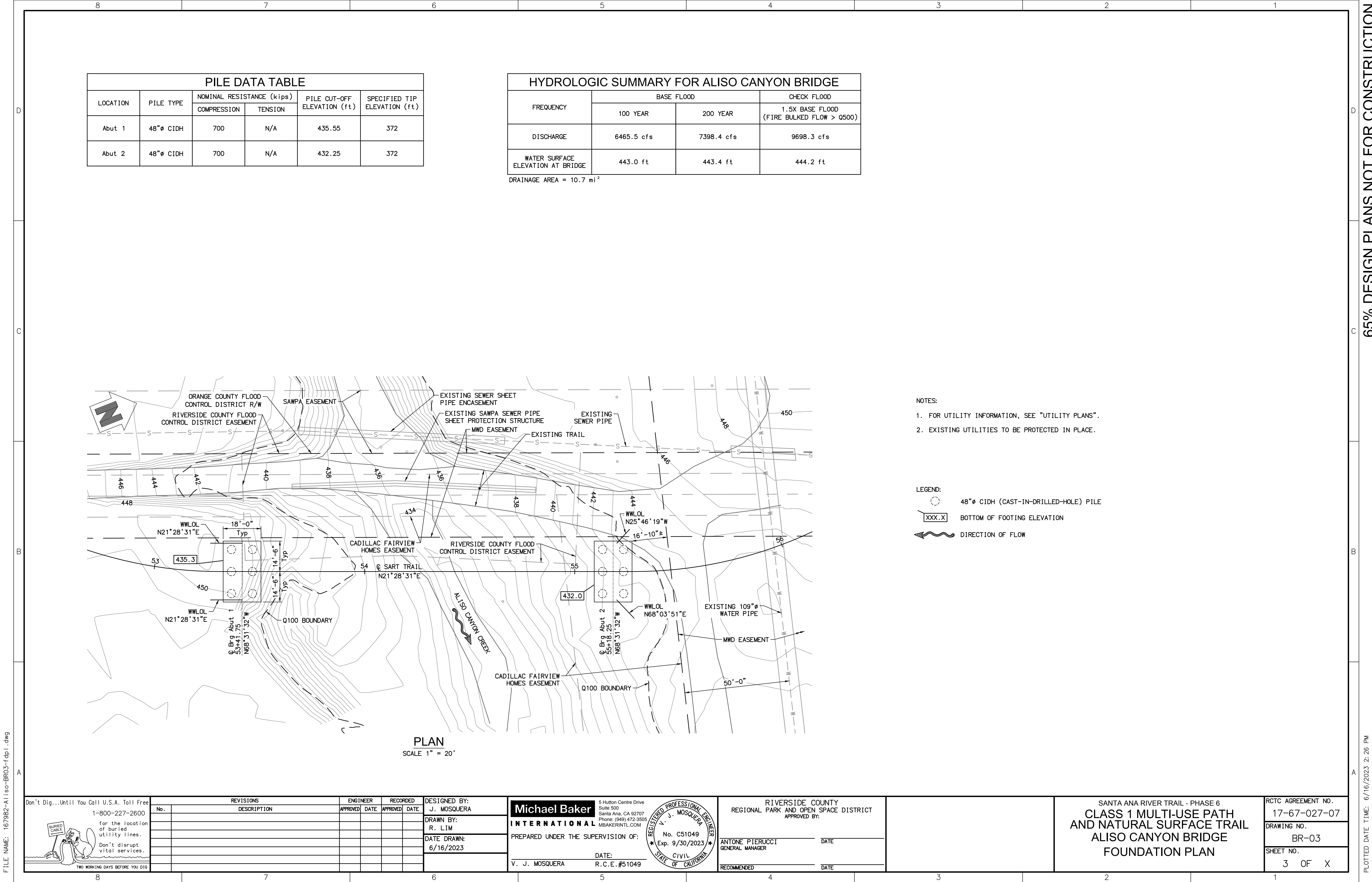
- The bottom chord of the bridge at the current design location will provide the following freeboard from the design water surface:
  - Q100 1.0-ft (\*)
  - Q200 0.6-ft
  - Check Flood -0.2 (ft) (Negative Value)

*\*1.0-ft minimum freeboard will be provided.*

- The check flood will inundate the bridge. We will design the bridge and foundations to remain stable during the check flood event. Stream velocities are estimated at approximately 10 fps. In addition to the standard loading conditions, the bridge piles will be designed to resist flood loading in a manner similar to a bridge pier or column in a waterway. The soil in front of and below the bridge footing (pile cap) and the approach embankment may be damaged or removed during a 200-year or smaller flood event.
- The element of maintenance following a significant flood event is similar for each of the bridge footing alternative designs. For the proposed alternative foundation design, the footing (pile cap) and CIDH piles would be exposed as compared to the TSR design which would result in a large exposure of the abutment wall. The bridge may not be accessible after a 200-year flood (or smaller) event and may sit higher than its surroundings if the embankment is damaged or removed. The responsible agency will need to reconstruct the embankments around the exposed bridge foundations. If piles are more frequently exposed, bridge inspections or public concern may be more frequent, regardless of if the bridge is designed for this condition.
- Long-term scour is a function of channel migration. It may not be possible to repair the approach embankment for the condition of long-term scour which would require re-alignment of the Santa Ana River course of flow.

FILE NAME: 167982-Aliso-BR01-gp.dwg







## EXHIBIT D

---

Date: July 26, 2023 Proposal No: PW17-114.01

To: Mr. David Eames, PE From: Mr. Niranjanan, PE, GE  
Michael Baker International (MBI)

Email: david.eames@mbakerintl.com

cc:

---

Subject: Revised Proposal for Additional Geotechnical Services  
Santa Ana River Trail (SART Phase 6) Through Green River Golf Course Project  
Orange County, California

Diaz•Yourman & Associates (DYA) is pleased to present this revised proposal to provide additional geotechnical services for the subject project based on our discussion on Wednesday July 19, 2023. On May 17, 2023, DYA issued a proposal to provide additional geotechnical services for four tasks. See the DYA's proposal dated May 17, 2023, for detail. MBI submitted our proposal for RCTC's review and approval. After MBI received the feedback on review of our scope and fee proposal, MBI and DYA had a meeting on July 19, 2023. Few important items that were shared/discussed in the meeting are summarized below:

1. Proposed Retaining Wall No. 1 (west of Abutment 1 of BNSF OH) is eliminated. The approach embankment to Abutment 1 on the westside will be fill embankment and it will be sloped 2H:1V. MBI believes this 2:1 fill slope will be grossly stable. Therefore, MBI does not feel the need for additional boring.
2. MBI informed that the proposed Retaining Wall No. 2 (RW2) on the east side of the Abutment 1 of the BNSF OH will be a modified Caltrans standard plan wall.
3. MBI suggested that geotechnical input for the proposed approach embankment and RW2 can utilize the previously performed Boring R-22-02 (Abutment No. 1).
4. As discussed in the past, proposed MSE walls 3 & 4 will utilize previously performed Boring R-22-01A and R-22-01B.
5. Previously proposed boring north of the Abutment 2 of the BNSF OH (approximately 75 to 100 feet) is eliminated. Hence the northern approach embankment stability and settlement will be analyzed utilizing existing Borings R-22-01A and R-22-01B.
6. The total budget for Tasks 2 through 4 should not exceed \$35,000.

Based on the above items, DYA eliminated Task 1 that had been proposed in our scope and fee proposal dated May 17, 2023.



The details of the requested additional work are summarized below:

**Task 1: Pre-Exploration Activities, Geotechnical Exploration and Laboratory Testing  
(Eliminated from our scope)**

For completeness the Task 1 scope is provided below:

*Perform a geotechnical exploration consisting of performing two soil borings at the project site. One boring will be performed west of the proposed BNSF Overhead Abutment 1 and near the proposed Wall 1. The second boring will be performed approximately 75 to 100 feet north of the boring performed for proposed BNSF Overhead Abutment 2. This Task 1 will consist of the following:*

- *Reviewing project and underground utility information provided for the additional borings planned.*
- *Contacting Orange County Public Works (OCPW) regarding additional borings to be added to the existing permit [Our assumption is that OCPW will amend the existing permit to allow us to perform these additional borings].*
- *Contacting Green River Golf Course (GRGC) staff regarding site visit. Visiting the project site and marking boring locations in the field and contacting underground service alert (USA) and following up with the USA to get a "no-conflict" confirmation.*

*[Based on our previous discussions with MBI, performing geophysical work is removed from our scope. DYA and MBI will be utilizing available underground utility maps to determine two locations which are not in conflict with any underground utilities. This task should be completed prior to marking these boring locations at the project site].*

- *Performing two soil borings with hollow stem auger boring techniques within one 8-hour shift (one day), each will be advanced to approximately 30 to 40 feet deep or to the refusal whichever comes first. The bore holes will be backfilled with cement bentonite grout above groundwater. Any excess dry cutting will be used to backfill the boreholes above the bentonite grout. We will temporarily store the investigated derived waste (IDW) in 55-gallon DOT approved drums on site during the IDW characterization; samples will be taken for environmental testing. We will prepare an environmental manifest, coordinate and get OCPW signature on manifest, and then dispose of the IDW with the assistance of our sub-contractor.*
- *Editing the soil samples (QC samples) and preparing draft gINT logs.*
- *Performing 10 moisture content/dry density, 9 index test (particle size analysis - #200 sieve, or Atterberg limits), 4 shear strength, 2 consolidation including time readings, 1 compaction, and 2 corrosion test suites (pH, chloride, sulfide and electrical resistivity) on the soil samples for engineering characterization.*

**Task 2: Engineering Analyses and Reporting – Proposed Retaining Wall 2 (RW2) and Approach Embankment**

Our original proposal dated August 18, 2017 (as part of our current existing contract), excluded any scope for geotechnical input for retaining walls. Based on our recent discussion on July 19, 2023, only one cantilever retaining wall (RW2) is proposed and will be designed at the wing wall of BNSF Overhead Abutment 1. The RW2 will be 170 to 200 feet long. This wall will support the southwest approach embankment. Please note because of the budgetary limitations, no additional borings will be performed for approach embankment and RW2. Boring R-22-02 performed for Abutment 1 of BNSF OH will be utilized for geotechnical input for these improvements. Settlement and slope stability analyses for the approach embankment will be performed. The slope stability analyses will include both static and pseudo-static conditions. Bearing resistance and settlement check will be performed for proposed RW2 that is a modified Caltrans Standard Plan wall.

**Task 3: Engineering Analyses and Reporting – Proposed MSE Walls 3 & 4 and Approach Embankment**

Our original proposal dated August 18, 2017 (as part of our current existing contract), excluded any scope for geotechnical input for retaining walls. Currently two mechanically



stabilized earth (MSE) retaining walls are proposed and will be designed at the wing walls of BNSF Overhead Abutment 2. The proposed MSE walls will be approximately 70 to 80 feet long and 10 to 30 feet high. The walls will be parallel to the existing tracks and away from BNSF right-of-way. These proposed MSE walls will be standard Caltrans MSE wall panels (segmental precast concrete panels) with wire mesh reinforcement. Since Task 1 is eliminated (Because of budgetary concerns), no additional boring will be performed. Slope stability (for both static and pseudo-static conditions) and settlement analyses will be performed for the approach embankment. MSE wall study includes external stability analyses only and internal stability analyses will be performed by others.

External stability analyses of the MSE walls under static and seismic loading will be completed to calculate the capacity demand ratio (CDR) or factors of safety (FS) against the following:

- Sliding along the wall base
- Overturning about the toe (limiting eccentricity)
- Bearing resistance
- Global stability

The software programs MSEW+, an interactive program for the design and analysis of mechanically stabilized earth walls, and SLOPE/W (Geo-Slope International Ltd.) will be used to perform the external stability analyses for the MSE walls. Global stability analyses will be performed using the computer program SLOPE/W using the Spencer method for the critical section(s) of the MSE walls for both static and seismic (pseudostatic) conditions. The MSE-reinforced section will be considered as a rigid body, and only failure surfaces completely outside the reinforced mass will be considered for global stability. Surcharge loads, including seismic force, were accounted for in the analysis. A horizontal seismic coefficient ( $k_h$ ) of PGA will be used to compute the factor of safety during pseudostatic condition.

#### ***Task 4: Performing additional Pile Analysis for the Proposed Aliso Canyon Bridge***

DYA will be performing pile lateral analyses for the proposed Aliso Canyon Bridge for various scenarios. The analyses will be done using the computer program LPILE by Ensoft, Inc. The program computes lateral load-deflection curves to model the soil behavior. These p-y curves are input or generated by the program. For sloping ground surfaces, a reduction factor is applied to the resisting soil force (p) based on the ratio of the difference between the passive and active earth pressures for a sloping ground surface to the difference between the passive and active earth pressure for a level surface. We will also apply reduction for pile grouping effect (shadow effect). Our LPILE model will analysis pile lateral resistance for various scour conditions (short- and long-term scour conditions). These analyses will be performed for service, strength and extreme event conditions. DYA will also be performing axial pile analyses for the proposed Aliso Canyon Bridge for various pile diameters, center-to-center pile spacing, scour depths, final grades and loads. Additional meetings with the design team have occurred and more are expected for the design of the proposed Aliso Canyon Bridge.

**COMPLETED**  
**August 2023**





The scope of services needed to provide geotechnical input for Tasks 2 through 4, proposed schedule, and estimated fee are summarized in Table 1 followed by a list of assumptions. A summary of labor hours and fee breakdown is provided in the attached document. We propose to provide our design services on a time-and expense basis.

**Table 1 - SUMMARY OF PROJECT SCHEDULE AND FEE**

TASK	SCHEDULE (weeks) <sup>1</sup>	FEE
Task 1 – Pre-Exploration Activity, Geotechnical Exploration and Laboratory Testing – Task is eliminated.	--	\$0
Task 2 - Engineering Analyses and Reporting – Proposed Retaining Wall 2 and Approach Embankment (settlement and slope stability)	12	\$10,135
Task 3 - Engineering Analyses and Reporting – Proposed MSE Walls 3 & 4 and Approach Embankment (settlement and slope stability)	12	\$12,116
<del>Task 4 – Performing additional Pile Analysis (axial and lateral) for the Proposed Aliso Canyon Bridge</del>	<del>12</del>	<del>\$12,651</del>
<b>TOTAL</b>		<del>\$34,902</del> <b>\$22,251</b>
Notes: 1. Time to complete after receipt of written notice to proceed or site access is granted, whichever is longer.		

**COMPLETED  
August 2023**

The fee and schedule presented in Table 1 are based on the following assumptions:

- No additional geotechnical exploration/laboratory testing will be performed.
- The geotechnical input/conclusions and recommendations for approach embankments and proposed walls (RW2, MSE Walls 3 & 4) will be based on Borings R-22-01A, R-22-02 for Walls 2, 3 and 4.
- A separate report will be prepared to provide geotechnical recommendations for RW2, MSE Walls 3 & 4.

To provide written authorization to proceed, please amend our existing contract.

We appreciate the opportunity to propose our services to you and look forward to working with you on this project. If you have any questions, please call.





MBI Amendment 11				MBI Amendment 11 Request	RCTC Independent Cost Estimate	Difference		
Task	Contract Value	\$ Spent	% Spent					Justification
1.7 Geotechnical Investigation	\$ 100,281.64	\$ 98,375.90	<div><div>98%</div></div>	\$ 22,251	\$ 22,251	\$ -		Ok
2.1 Project Meetings	\$ 56,523.22	\$ 44,687.77	<div><div>79%</div></div>	\$ 3,395	\$ 15,000	\$ 11,605		Need to be increased due to potential for project delays
2.2 Project Management and Coordination	\$ 71,452.64	\$ 70,568.32	<div><div>99%</div></div>	\$ 24,537	\$ 35,000	\$ 10,463		Need to be increased due to potential for project delays
2.3 Topographic Field Survey and Control	\$ 21,915.77	\$ 21,913.55	<div><div>100%</div></div>		\$ -	\$ -		
2.4 Right-of-Way Mapping	\$ 39,913.20	\$ 39,872.72	<div><div>100%</div></div>	\$ -	\$ 15,000	\$ 15,000		Increased for unforeseen conditions / ROW complications
2.5 Legal Description and Exhibit	\$ 42,549.66	\$ 21,316.23	<div><div>50%</div></div>	\$ -	\$ 10,000	\$ 10,000		Increased for unforeseen conditions / ROW complications
2.6 Utility Coordination	\$ 19,481.27	\$ 19,467.88	<div><div>100%</div></div>	\$ 7,738	\$ 20,000	\$ 12,262		Increased for unforeseen conditions / utility complications
2.7 Hydrology and Hydraulics Report - Scour Analysis	\$ 67,244.51	\$ 63,140.71	<div><div>94%</div></div>		\$ -	\$ -		
2.8 Water Quality Management Plan	\$ 12,109.87	\$ -	<div><div>0%</div></div>		\$ -	\$ -		
2.9 SWPPP	\$ 6,601.93	\$ -	<div><div>0%</div></div>		\$ -	\$ -		
2.10 Trail improvement Plans	\$ 320,573.24	\$ 320,550.45	<div><div>100%</div></div>	\$ 23,358	\$ 80,000	\$ 56,642		90% and 100% plans left and we already expended 100% of budget
2.11 Bridge Type Selection Report - BNSF Vehicular Bridge	\$ 85,840.51	\$ 85,811.58	<div><div>100%</div></div>	\$ -	\$ 20,000	\$ 20,000		Rec'd 90% comments and 100% left and we already expended 100% of budget
2.12 Bridge Design Calculations	\$ 172,557.07	\$ 172,511.63	<div><div>100%</div></div>	\$ 26,114	\$ 26,114	\$ -		Ok
2.13 Bridge Plans, Specifications and Estimate	\$ 182,811.06	\$ 182,757.21	<div><div>100%</div></div>	\$ 52,560	\$ 60,000	\$ 7,440		90% and 100% plans left and we already expended 100% of budget
2.14 Technical Specifications	\$ 18,660.35	\$ 7,182.77	<div><div>38%</div></div>	\$ 23,292	\$ 23,292	\$ -		Ok
2.15 Quantity Cost Estimate	\$ 17,504.24	\$ 8,476.99	<div><div>48%</div></div>	\$ -	\$ 18,000	\$ 18,000		Comparable project HDR S Perris is at \$68,289
2.16 Plan Check Revisions / Approvals / Local Agency Permits	\$ 39,004.98	\$ 37,606.35	<div><div>96%</div></div>	\$ 15,769	\$ 25,000	\$ 9,231		Need more buffer due to stakeholders
2.17 Regulatory Permit Application Prep	\$ 17,389.53	\$ 4,144.57	<div><div>24%</div></div>	\$ -	\$ 5,000	\$ 5,000		Original estimate seems low
2.18 Railroad Permits / License Agreement Coordination	\$ 37,613.55	\$ 22,940.18	<div><div>61%</div></div>		\$ -	\$ -		
3.1 Pre-Bid and Pre-Construction Meetings	\$ 3,545.46	\$ -	<div><div>0%</div></div>	\$ -	\$ 2,000	\$ 2,000		
3.2 Construction Bidding Phase Support	\$ 2,306.83	\$ -	<div><div>0%</div></div>	\$ -	\$ 2,000	\$ 2,000		Comparable project HDR S Perris is at \$18,891
3.3 Bid Schedule Preparation	\$ 1,122.72	\$ -	<div><div>0%</div></div>	\$ -	\$ 2,000	\$ 2,000		
3.4 Addendum Preparation Assistance	\$ 4,827.20	\$ -	<div><div>0%</div></div>	\$ -	\$ 2,000	\$ 2,000		
3.5 Field Meetings (8)	\$ 10,902.02	\$ -	<div><div>0%</div></div>	\$ -	\$ 2,000	\$ 2,000		Comparable project HDR S Perris is at \$42,813
3.6 Field Support Services	\$ 26,109.36	\$ -	<div><div>0%</div></div>	\$ -	\$ 2,000	\$ 2,000		
3.7 Shop Drawing Review	\$ 13,764.37	\$ -	<div><div>0%</div></div>	\$ 5,491	\$ 10,000	\$ 4,509		Comparable project HDR S Perris is at \$23,057
3.8 Plan Revisions and Modifications	\$ 13,977.18	\$ -	<div><div>0%</div></div>	\$ -	\$ 13,000	\$ 13,000		Comparable project HDR S Perris is at \$13,351 but due to stakeholders double it
3.9 Record Drawings	\$ 7,872.15	\$ -	<div><div>0%</div></div>	\$ -	\$ 10,000	\$ 10,000		Comparable project HDR S Perris is at \$17,480
ODCs	\$ 94,302.00	\$ 74,408.09	<div><div>79%</div></div>	\$ 250	\$ 250	\$ -		Ok
Subtotal				\$ 204,755	\$ 419,907	\$ 215,152		
Fee (10%) Excluding Geotech Sub Task 1.7				\$ 18,225	\$ 39,741	\$ 21,515		
Total				\$ 222,980	\$ 459,648	\$ 236,667		
Additional Contingency Requested						\$ 236,667		



**Attachment 3: Figure 1 – Santa Ana River Trail Project 2 – Phase 6 & Gap Phase**