



# MEETING AGENDA

## Western Riverside County Programs and Projects Committee

**Time:** 1:30 p.m.  
**Date:** September 24, 2018  
**Location:** BOARD ROOM  
County of Riverside Administration Center  
4080 Lemon St, First Floor, Riverside CA 92501

### COMMITTEE MEMBERS

Adam Rush, **Chair**/Clint Lorimore, City of Eastvale  
Brian Berkson, **Vice Chair**/Verne Lauritzen,  
City of Jurupa Valley  
Deborah Franklin/Art Welch, City of Banning  
Karen Spiegel/Randy Fox, City of Corona  
Bill Zimmerman/John Denver, City of Menifee  
Victoria Baca/Ulises Cabrera, City of Moreno Valley  
Berwin Hanna/Ted Hoffman, City of Norco

Michael Vargas/Rita Rogers, City of Perris  
Andrew Kotyuk/Scott Miller, City of San Jacinto  
Ben J. Benoit/Timothy Walker, City of Wildomar  
Kevin Jeffries, County of Riverside, District I  
Marion Ashley, County of Riverside, District V

### STAFF

Anne Mayer, Executive Director  
John Standiford, 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, September 24, 2018**

**BOARD ROOM**

**County Administrative Center**

**4080 Lemon Street, First Floor**

**Riverside, 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. APPROVAL OF MINUTES – JUNE 25, 2018**

- 6. 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.)*

**7. CHANGE ORDER TO AMEND THE INTERSTATE 15 EXPRESS LANES PROJECT DESIGN-BUILD CONTRACT WITH SKANSKA-AMES, A JOINT VENTURE, FOR THE INTERSTATE 15/STATE ROUTE 91 EXPRESS LANES CONNECTOR PROJECT**

*Page 1*

***Overview***

This item is for the Committee to:

- 1) Approve Change Order No. 10 to Agreement No. 16-31-057-00 for the Interstate 15 Express Lanes Project (I-15 ELP) with Skanska-Ames, a Joint Venture (Skanska-Ames), to perform final engineering design work and limited construction within the limits of the I-15 ELP to accommodate the I-15/State Route 91 Express Lanes Connector Project (15/91 ELC) in the amount of \$15,234,804, plus a contingency amount of \$750,000, for a total amount not to exceed \$15,984,804;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the change order amendment on behalf of the Commission;
- 3) Authorize the Executive Director or designee to approve contingency work up to the total amount not to exceed as required for the project; and
- 4) Forward to the Commission for final action.

**8. AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES, MATERIALS TESTING, AND CONSTRUCTION SURVEYING FOR THE MID COUNTY PARKWAY – SWEENEY MITIGATION SITE PROJECT IN RIVERSIDE COUNTY**

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***Overview***

This item is for the Committee to:

- 1) Award Agreement No. 18-31-166-00 to DHS Consulting, Inc. to perform construction management services, materials testing, and construction surveying for the Mid County Parkway – Sweeney Mitigation Site Project (Project) in the amount of \$907,717, plus a contingency amount of \$90,772, for potential changes in scope, for a total amount not to exceed \$998,489;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;
- 3) Authorize the Executive Director, or designee, to approve the use of the contingency amount as may be required for the Project; and
- 4) Forward to the Commission for final action.

**9. CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE 1600 STREAMBED ALTERATION MASTER AGREEMENT FOR THE MID COUNTY PARKWAY PROJECT**

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***Overview***

This item is for the Committee to:

- 1) Authorize staff to procure a 1600 Streambed Alteration Master Agreement (Master Agreement) from the California Department of Fish and Wildlife (CDFW) for the entire Mid County Parkway (MCP) project for a term of 21 years through 2040;
- 2) Approve the expenditure for a permit related to the procurement of the Master Agreement in the amount of \$86,826 and for an annual Master Agreement administrative maintenance fee of approximately \$725 for a total amount of \$15,215, plus a contingency amount of \$7,500 for a total amount not to exceed \$109,541;
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;
- 4) Authorize the Executive Director or designee to approve non-funding agreements or amendments that might be required for these services; and
- 5) Forward to the Commission for final action.

**10. FISCAL YEAR 2018/19 STATE OF GOOD REPAIR PROGRAM**

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***Overview***

This item is for the Committee to:

- 1) Adopt Resolution No. 18-016, *“Resolution of the Riverside County Transportation Commission Authorizing the Execution of the Certifications and Assurances for the California State of Good Repair Program”*;
- 2) Approve an amendment to the Commission’s Commuter Rail Program’s FY 2018/19 Short Range Transit Plan (SRTP) for \$799,813 related to the receipt and use of Senate Bill 1 State of Good Repair (SGR) funds for the Station Rehabilitation Program;
- 3) Approve an allocation of \$799,813 in SGR funds to the Commission’s Station Rehabilitation Program;
- 4) Authorize the Executive Director, or her designee, to submit project nominations to Caltrans and execute the Recipient Certifications and Assurances and other required documents for the SGR program;
- 5) Approve a \$799,813 adjustment to the FY 2018/19 budget to increase state revenues and property improvement expenditures; and
- 6) Forward to the Commission for final action.

**11. VANCLUB UPDATE – RCTC’S ONGOING VANPOOL SUBSIDY PROGRAM**

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***Overview***

This item is for the Committee to:

- 1) Receive and file a report on the public launch of the Commission’s ongoing vanpool subsidy program – VanClub; and
- 2) Forward to the Commission for final action.

**12. COMMISSIONERS / STAFF REPORT**

***Overview***

This item provides the opportunity for the Commissioners and staff to report on attended and upcoming meeting/conferences and issues related to Commission activities.

**13. ADJOURNMENT**

The next Western Riverside County Programs and Projects Committee meeting is scheduled to be held at **1:30 p.m., Monday, October 22, 2018**, Board Chambers, First Floor, County Administrative Center, 4080 Lemon Street, Riverside.

# **AGENDA ITEM 5**

## **MINUTES**

# **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

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

Monday, June 25, 2018

### **MINUTES**

#### **1. CALL TO ORDER/ ROLL CALL**

The meeting of the Western Riverside County Programs and Projects Committee was called to order by Chair Adam Rush at 1:30 p.m., in the Board Room at the County of Riverside Administrative Center, 4080 Lemon Street, First Floor, Riverside, California, 92501.

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

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

At this time, Commissioner John Denver led the Western Riverside County Programs and Projects Committee in a flag salute.

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

Marion Ashley  
Victoria Baca  
Ben Benoit  
Brian Berkson  
John Denver  
Deborah Franklin  
Berwin Hanna  
Kevin Jeffries\*  
Karen Spiegel\*  
Adam Rush  
Michael Vargas

#### **Members Absent**

Andrew Kotyuk

\*arrived after meeting was called to order

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

There were no requests to speak from the public.

#### **5. APPROVAL OF MINUTES – APRIL 23, 2018**

**M/S/C (Berkson/Franklin) to approve the minutes as submitted.**

## 6. ADDITIONS/REVISIONS

There were no additions or revisions at this time.

## 7. ON CALL PURCHASE AGREEMENT FOR FASTRAK® 6C TRANSPONDERS

Reinland Jones, Toll Technology Manager, presented the scope of the on call purchase agreement for Fastrak 6C transponders.

Chair Adam Rush asked about the breakdown and the OCTA reimbursements and how they are allocated in the budget.

Reinland Jones explained the approximate \$3.6 million is a shared cost and the Commission will be reimbursed for half.

Anne Mayer, Executive Director, discussed the 91 Express Lanes cost and the I-15 cost. There will not be any shared costs on the I-15.

Jennifer Crosson explained that the Commission's share of the approximate \$3.6 million will come out of toll revenue.

Commissioner Karen Spiegel requested clarification regarding the 3+ transponders.

Reinland Jones clarified the 3+ transponders are used throughout California and will be used for the I-15 Express Lanes not the 91 Express Lanes for the near future.

At this time, Commissioner Kevin Jeffries arrived.

Commissioner Deborah Franklin asked for more details regarding the testing period.

Reinland Jones responded the testing will be done internally. The plan is to have these transponders to all customers.

Commissioner Michael Vargas asked how many transponders the Commission is planning to purchase.

Reinland Jones explained the quantity of each type of transponder the Commission will be purchasing. He also discussed the inner workings of the 3+ transponder for Commissioner Ben Benoit.

**M/S/C (Baca/Benoit) to:**

- 1) Award the following on call purchase agreements to provide FasTrak® 6C transponders for an initial three-year term, in an amount not to exceed an aggregate value of \$7,266,000:**



- a) **Agreement No. 18-31-094-00 to Kapsch TrafficCom USA, Inc.; and**
- b) **Agreement No. 18-31-161-00 to Neology;**
- 2) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission;**
- 3) **Authorize the Executive Director, or designee, to execute purchase orders awarded to the contractors under the terms of the agreements; and**
- 4) **Forward to the Commission for final action.**

**8. REVISED 91 EXPRESS LANES TRANSPONDER AND CUSTOMER ACCOUNT PLAN FEE POLICIES**

Jennifer Crosson, Toll Operations Manager, presented the details of the revised 91 Express Lanes transponder and customer account plan fee policies.

Commissioner Spiegel requested clarification between toll rate vs. fee rate.

Jennifer Crosson described the difference between toll rate vs. fee rate.

Anne Mayer responded that it is not about the costs or loss of revenue, the priority is to restructure the accounts and make it easier for customers to use.

Commissioner Franklin asked how the Commission is going to reach out to customers that do not use their transponder on a regular basis.

The Commission's consultant, Sherry Matthews, explained the outreach process for infrequent users.

Commissioner Berkson asked about the different toll agency fees for transponders.

Jennifer Crosson responded the toll agencies the Commission has reached out to are all changing their technology as well and their customers will be receiving information regarding their account structure in the near future. The Commission is taking all of this information into consideration during this change.

**M/S/C (Benoit/Vargas) to:**

- 1) **Adopt Resolution No. 18-012 "*Resolution of the Riverside County Transportation Commission Regarding the Revised 91 Express Lanes Transponder and Customer Account Plan Fee Policies*"; and**
- 2) **Forward to the Commission for final action.**

**9. CHANGE ORDER TO AMEND THE INTERSTATE 15 EXPRESS LANES PROJECT TOLL SERVICES AGREEMENT WITH KAPSCH TRAFFICCOM USA FOR THE INTERSTATE 15/STATE ROUTE 91 EXPRESS LANES CONNECTOR PROJECT**

David Thomas, Toll Project Manager, presented the scope of the change order to amend the Interstate 15 Express Lanes Project toll services agreement with Kapsch TrafficCom USA for the 15/91 Express Lanes Connector Project.

**M/S/C (Benoit/Baca) to:**

- 1) Approve Change Order No. 5 to Agreement No. 16-31-043-00 for the Interstate 15 Express Lanes Project (I-15 ELP) with Kapsch TrafficCom USA Inc. (Kapsch) to design, install, and maintain a replacement (and upgrade) of the 91 Express Lanes roadside toll system to support the Interstate 15/State Route 91 Express Lanes Connector (15/91 ELC) project in the amount of \$4,478,461, plus a contingency amount of \$500,000 for a total amount not to exceed \$4,978,461;**
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the change order on behalf of the Commission;**
- 3) Authorize the Executive Director or designee to approve contingency work up to the total amount not to exceed as required for the project; and**
- 4) Forward to the Commission for final action.**

**Commissioner Kevin Jeffries left the meeting.**

**10. CONSTRUCTION AGREEMENT WITH RIVERSIDE CONSTRUCTION COMPANY, INC. FOR THE NORTHMOOR DRIVE SOUNDWALL**

David Thomas, Toll Program Manager, presented the scope of the construction agreement with Riverside Construction Company, Inc. for the Northmoor Drive Soundwall.

David Thomas clarified for Chair Rush the 14' is measured from the edge of the shoulder on the freeway side of the wall.

Mark Lancaster responded to Chair Rush's question regarding impact on the golf course by stating there are no developments in process at this time and this soundwall would not impede any developments in the future.

David Thomas responded to Commissioner Vargas' questions regarding freeway sign relocations by stating only some of the signs need to be relocated and it is within the project scope to do so.

David Thomas clarified for Commissioner Berkson the funding for this project was included in the overall capital expenditure budget for the 91 Project.

Commissioner Franklin commented on the lack of bids received.

David Thomas replied the size of the contract and the location of the work area make it a very unique project so not very many contractors are willing to work on it.

**M/S/C (Benoit/Vargas) to:**

- 1) **Award Agreement No. 18-31-141-00 to Riverside Construction Company, Inc. (Riverside Construction), as the lowest responsive, responsible bidder, for the construction of the Northmoor Drive Soundwall project (Project) in the amount of \$1,705,000, plus a contingency amount of \$170,500 for a total amount not to exceed \$1,875,500;**
- 2) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;**
- 3) **Authorize the Executive Director, or designee, to approve contingency work pursuant to the agreement terms up to the total amount; and**
- 4) **Forward to the Commission for final action.**

**11. CEQA RE-VALIDATION AND ADDENDUM; AGREEMENT WITH JACOBS ENGINEERING GROUP, INC. FOR THE SWEENEY MITIGATION SITE OF THE MID COUNTY PARKWAY PROJECT**

Alex Menor, Capital Projects Manager, presented the details of the CEQA re-validation and addendum; agreement with Jacobs Engineering Group, Inc. for the Sweeney mitigation site of the Mid County Parkway project.

Alex Menor clarified for Chair Rush that if the San Jacinto River is channelized, this site would stay the way it is in perpetuity.

**M/S/C (Baca/Vargas) to:**

- 1) **Adopt Resolution No. 18-013, *“Resolution of the Riverside County Transportation Commission Adopting an Addendum to the Previously Certified Environmental Impact Report (SCH #2004111103) for the Mid County Parkway and Approving the Proposed Changes to the Mid County Parkway Associated with the Addition of the Sweeney Mitigation Site and Approving a Contract for Associated Plans”;***
- 2) **Award sole source Agreement No. 18-31-147-00 with Jacobs Engineering Group, Inc. (Jacobs) for preparation of plans, specifications and estimates (PS&E) of construction documents and construction support services for the Sweeney mitigation site in the amount of \$295,844, plus a**

contingency amount of \$29,584, for a total amount not to exceed \$325,428;

- 3) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;**
- 4) **Authorize the Executive Director or designee to approve the use of the contingency amount as may be required for these services; and**
- 5) **Forward to the Commission for final action.**

**12. AMENDMENT WITH T.Y. LIN INTERNATIONAL FOR THE MID COUNTY PARKWAY INTERSTATE 215/PLACENTIA AVENUE INTERCHANGE IMPROVEMENT PROJECT**

Alex Menor, Capital Projects Manager, presented the scope of the amendment with T.Y. Lin International for the Mid County Parkway Interstate 215/Placentia Avenue interchange improvement project.

Alex Menor explained the flood control costs for this project in response to Chair Rush's question on whether or not the County will share in the cost.

**M/S/C (Baca/Vargas) to:**

- 1) **Approve Amendment No. 16-31-066-01, Amendment No. 1 to Agreement No. 16-31-066-00, with T.Y. Lin International (T.Y. Lin) to perform additional biological surveys and design services related to the Interstate 215/Placentia Avenue interchange improvement (I-215/Placentia Avenue) project for an additional amount of \$299,498, and a total amount not to exceed \$4,053,498;**
- 2) **Approve Agreement No. 18-73-162-00 with the Riverside County Transportation Department (County) as a cooperative agreement to identify responsibilities for the final design, construction management services, and construction related to the Harvill Avenue and Placentia Street traffic signal and the County's cost share estimated at \$210,000;**
- 3) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and**
- 4) **Forward to the Commission for final action.**

**13. FUNDING AGREEMENT WITH THE CALIFORNIA HIGHWAY PATROL FOR FREEWAY SERVICE PATROL SUPERVISION**

Brian Cunanan, Commuter and Motorist Assistance Manager, presented the scope of the funding agreement with the California Highway Patrol for Freeway Service Patrol supervision.

Commissioner Vargas asked about the call box upkeep.

Brian Cunanan responded there are scheduled test calls and a tech is sent out to a call box when it does not complete the test call.

**M/S/C (Benoit/Baca) to:**

- 1) Award Agreement No. 18-45-163-00 with the California Highway Patrol (CHP) – Border Division (Border) to provide supervision and operation of the Freeway Service Patrol (FSP) program in southern Riverside County in an amount not to exceed \$1,320,000;**
- 2) Authorize the Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and**
- 3) Forward to the Commission for final action.**

**14. COMMISSIONERS / STAFF REPORT**

14A. John Standiford announced the next Committee meeting will likely be cancelled because the Commission is usually dark in August.

**15. ADJOURNMENT**

There being no further business for consideration by the Western Riverside County Programs and Projects Committee, the meeting was adjourned at 2:52 p.m.

Respectfully submitted,



Lisa Mobley  
Clerk of the Board

# **AGENDA ITEM 7**



**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

<b>DATE:</b>	September 24, 2018
<b>TO:</b>	Western Riverside County Programs and Projects Committee
<b>FROM:</b>	David Thomas, Toll Project Manager
<b>THROUGH:</b>	Michael Blomquist, Toll Program Director
<b>SUBJECT:</b>	Change Order to Amend the Interstate 15 Express Lanes Project Design-Build Contract with Skanska-Ames, a Joint Venture, for the Interstate 15/State Route 91 Express Lanes Connector Project

**STAFF RECOMMENDATION:**

This item is for the Committee to:

- 1) Approve Change Order No. 10 to Agreement No. 16-31-057-00 for the Interstate 15 Express Lanes Project (I-15 ELP) with Skanska-Ames, a Joint Venture (Skanska-Ames), to perform final engineering design work and limited construction within the limits of the I-15 ELP to accommodate the I-15/State Route 91 Express Lanes Connector Project (15/91 ELC) in the amount of \$15,234,804, plus a contingency amount of \$750,000, for a total amount not to exceed \$15,984,804;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the change order amendment on behalf of the Commission;
- 3) Authorize the Executive Director or designee to approve contingency work up to the total amount not to exceed as required for the project; and
- 4) Forward to the Commission for final action.

**BACKGROUND INFORMATION:**

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 project. The 15/91 ELC project will provide a tolled express lanes connector between the existing 91 Express Lanes and the future I-15 Express Lanes to the north of SR-91 (Figure 1 Vicinity Map). A detailed vicinity map of the 15/91 ELC project is also provided as Attachment 1.



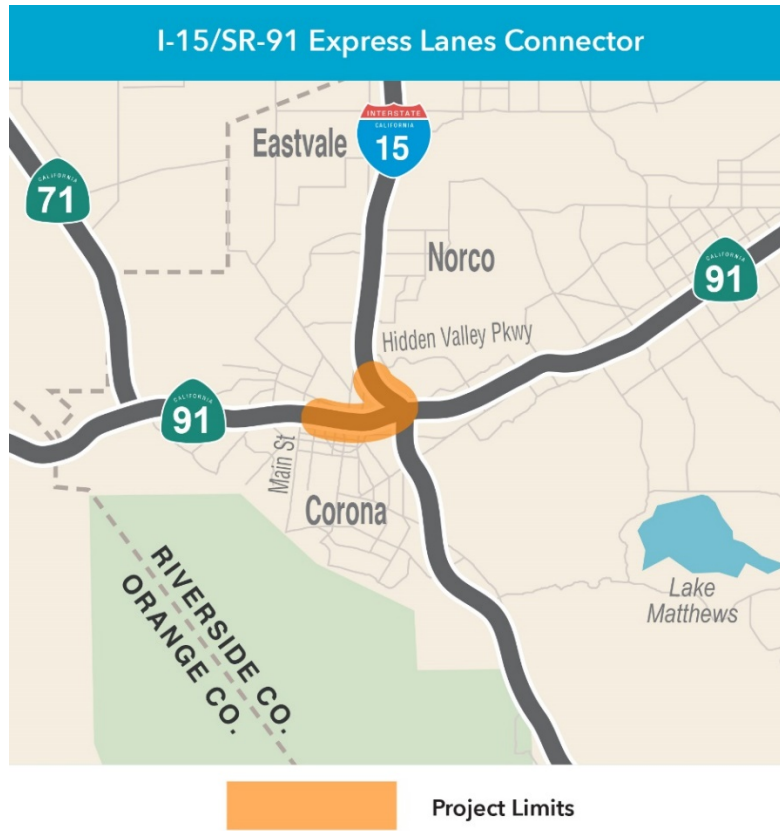


Figure 1: 15/91 Express Lanes Connector Project Vicinity Map

SB 132 also statutorily created a task force to develop recommendations to accelerate project delivery of the RCTEC projects. On June 27, 2017, Governor Brown signed budget trailer bill Assembly Bill 115 (AB 115) through which the Commission received additional project delivery authority to ensure cost-effective and timely delivery of the 15/91 ELC.

At its October 2017 meeting, 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 consists of a series of contract amendments, as permitted by AB 115, to existing 91 Project and I-15 ELP contracts with engineering companies, contractors, toll vendors, legal, and financial advisors.

**DISCUSSION:**

At the April 12, 2017 Commission meeting, following a competitively negotiated procurement, the Commission awarded a best-value design-build contract to Skanska-Ames to design and construct the I-15 ELP in the amount of \$243,900,000, plus a contingency amount of \$19,512,000, for a total amount not to exceed \$263,412,000.

Based on the overall procurement strategy approved for the 15/91 ELC, staff supports a change order to amend the I-15 ELP design-build contract with Skanska-Ames to perform the following work needed for implementation of the 15/91 ELC project:

- Final engineering design work to prepare release for construction (RFC) documents for outside widening near Hidden Valley Parkway; and
- Construction of median and outside improvements near Hidden Valley Parkway.

This effort is to perform final engineering design work and construction within the limits of the I-15 ELP to accommodate the 15/91 ELC in advance of the planned overall design-build services amendment for the 15/91 ELC with Skanska-Ames. This effort will avoid impacts to the I-15 ELP and reduce the cost and impacts associated with performing this work at a later date. Staff negotiated Change Order No. 10 (see Attachments 2 and 3) in the amount of \$15,234,804 for this effort.

The table below summarizes the status of 15/91 ELC related change orders and amendments to the Skanska-Ames contract.

<b>Skanska-Ames 15/91 ELC Related Amendments/Change Orders</b>	<b>Status</b>	<b>Amount</b>	<b>Contingency</b>	<b>Total</b>
Change Order No. 5 – Early geotechnical work and staff support	Commission approved on April 11, 2018	\$1,790,000	\$ 179,000	\$1,969,000
Amendment No. 2 – Preliminary Engineering	Commission approved on May 9, 2018	4,718,800	471,200	5,190,000
Change Order No. 6 – Final Design for median improvements near Hidden Valley Parkway	Commission approved on June 13, 2018	2,891,000	289,100	3,180,100
Change Order No. 10 – Final Design for outside widening and construction for improvements near Hidden Valley Parkway (subject of this report)	For Western Riverside County Programs and Projects Committee approval on Sept. 24, 2018	15,234,804	750,000	15,984,804
<i>Totals</i>		<i>\$24,634,604</i>	<i>\$1,689,300</i>	<i>\$26,323,904</i>

**RECOMMENDATION:**

Staff recommends approval of Change Order No. 10 to amend the design-build contract between the Commission and Skanska-Ames in the amount of \$15,234,804, plus a contingency amount of \$750,000, for a total amount of \$15,984,804. Further, authorization is requested for the Chair or Executive Director to execute the amendment on behalf of the Commission and for the

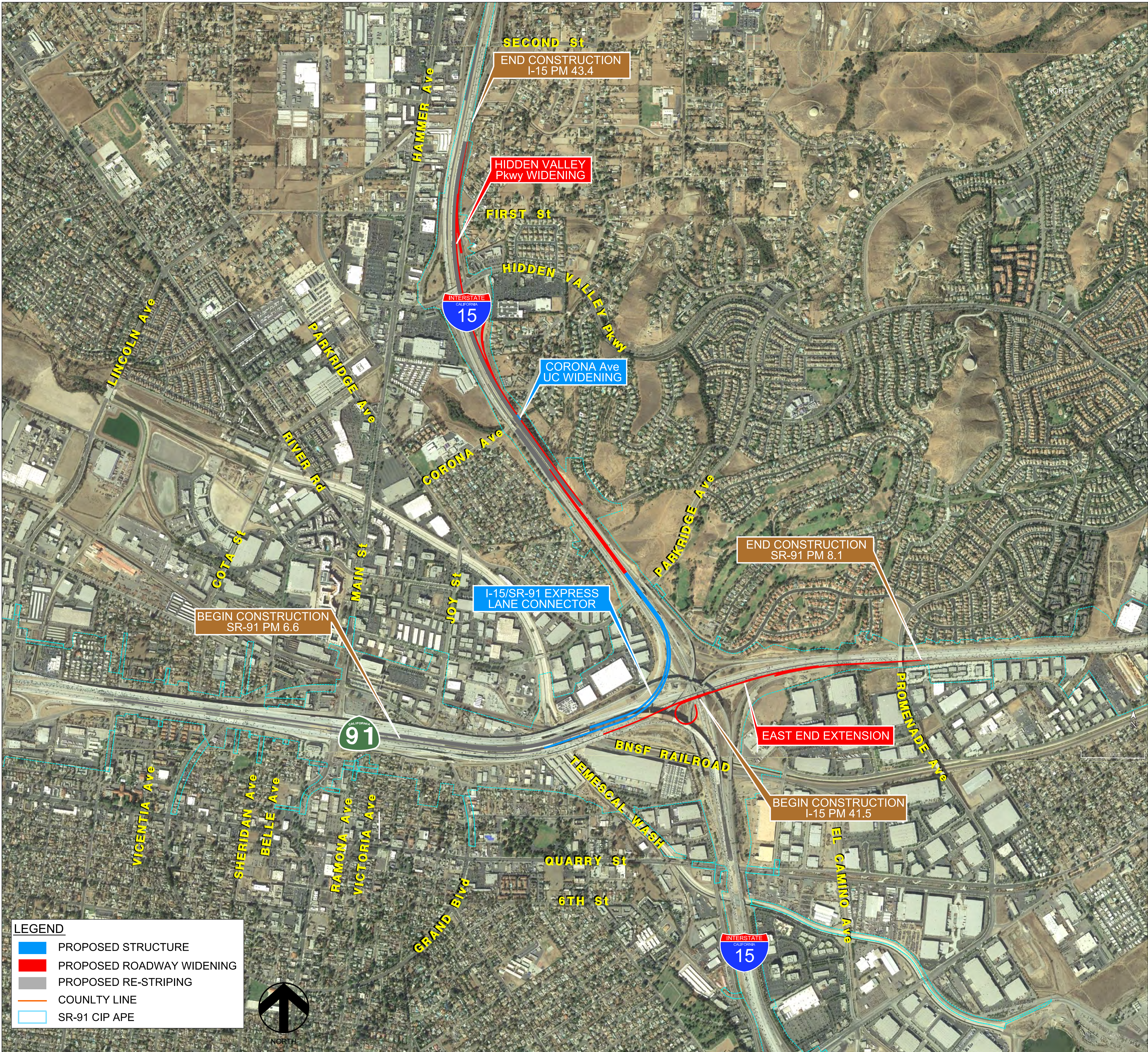
Executive Director or designee to approve contingency work up to the total not to exceed amount as required for the project.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2018/19 FY 2019/20+	Amount:	\$ 3,000,000 \$12,984,804
Source of Funds:	SB 132 State Funds			Budget Adjustment:	No N/A
GL/Project Accounting No.:	003039 81603 00000 0000 605 31 81601				
Fiscal Procedures Approved:	<i>Theresa Trevino</i>			Date:	09/14/2018

Attachments:

- 1) Detailed Vicinity Map for the I-15/SR-91 Express Lanes Connector
- 2) I-15 ELP Change Order No. 10
- 3) Skanska-Ames Cost Breakdown

# I-15 / SR-91 EXPRESS LANE CONNECTOR





**I-15 ELP PROJECT CHANGE ORDER****CHANGE ORDER NUMBER: 10****CONTRACT NO. 16-31-057-00****DATE: XX XX, 2018****SECTION I:**Title: Improvements at Hidden Valley ParkwayCompany Name: Skanska-Ames a Joint Venture (DB Contractor)Description: I-15 median and outside improvements at Hidden Valley Parkway for the 15/91 Express Lanes Connector (ELC)**Additions/Deletions/Modifications to Contract Document requirements:** *Adding Technical Provision Section 11.3 Augmented Pavement Structural Section Design (See CCO-10 Exhibit B attached hereto)***Scope:**

DB Contractor shall provide any and all supervision, labor, equipment, materials, traffic control, and other services necessary to perform the following scope of work.

This Contract Change Order (CCO) Work includes the following activities for Hidden Valley Parkway median improvements required to accommodate the 15/91 Express Lanes Connector, including updates to the reports and plans to be submitted following the Notice of Design Change (NDC) process. This Change Order includes (Release For Construction) RFC design and construction for the Hidden Valley Parkway widening and improvements on I-15 required to accommodate the 15/91 Express Lanes Connector. Exhibit A depicts the preliminary design for the Hidden Valley Parkway Widening work that the DB Contractor is currently preparing pre-RFC design pursuant to Contract Change Order Number 6 (CCO #6). Design-Builder will not alter the location for edge of shoulder, alignments, pavement width, and structure width from those depicted in Exhibit A. This Change Order includes the work to obtain Commission and Department approval on a Release for Construction (RFC) package for the Hidden Valley Parkway widening work. The work depicted must be completed without impacting the Completion Deadline of the I-15 Express Lanes Project (ELP).

RCTC is obtaining environmental approval for the outside widening of I-15. The RFC for the outside widening of I-15 cannot receive approval until the environmental approval is obtained. The environmental approval is expected to be received on March 15, 2019. Construction for the outside widening cannot begin prior to the environmental statute of limitations period expires. The environmental statute of limitations is expected to end on May 3, 2019. All work within this CCO must be completed by the ELP Substantial Completion date. These dates shall be considered as RCTC provided approvals.

## Task 1 Project Management

### 1.1 General Work Management

DB Contractor shall implement and maintain the project management organization and systems that effectively manage all elements of this Change Order. DB Contractor shall follow the management effort as established in the Project Management Plan. Progress Reports and invoices for the work associated with this Change Order shall be kept separate from other work performed under the Contract. Invoices for this work should be separate from ELP work and submitted in the template provided by Amendment #2 and incorporated into a single ELC invoice.

### 1.2 Quality Program

DB Contractor is solely responsible for performance and documentation of the quality of all components of the work identified under this Change Order. DB Contractor shall maintain its own internal quality control staff and contract for all quality assurance services in the same manner as required for the Project under the Contract.

### 1.3 Governmental Approvals

DB Contractor is responsible for obtaining necessary Encroachment Permits from the Department to perform construction tasks under this Change Order. DB Contractor is responsible for preparing and obtaining approval for traffic control plans and providing traffic control as necessary to perform the work under this change order.

## Task 2 Coordination

### 2.1 Environmental

DB Contractor shall ensure that the construction under this Change Order complies with the environmental commitments reflected in the I-15 Final Environmental Document and all other applicable Governmental Approvals as well as supplemental commitments under development for the State Route 91 Corridor Improvement Program Environmental document which is being revalidated by RCTC. RCTC and DB Contractor will evaluate the final supplemental commitments developed in the State Route Improvement Program revalidation to determine if there are any scope changes required. The State Route 91 Corridor Improvement Program environmental document and environmental commitments records were transmitted as attachments to Amendment 2 of the contract.

## 2.2 Toll System Coordination

DB Contractor shall coordinate with the Toll System Provider any work associated with this Change Order.

## 2.3 Utility Coordination

DB Contractor shall coordinate with Utility Owners to finalize existing Utility mapping and identify potential Utility conflicts for purposes of the design and construction of this Change Order. DB Contractor shall coordinate with respective Utility Owners to pothole their facilities and positively identify Utility conflicts and show existing and proposed utility relocations on the utility plans. DB Contractor shall perform on-going utility coordination for work related to this Change Order before and during construction.

## Task 3 Structures

### 3.1 Structures Design

DB Contractor shall update the pre-RFC design developed under CCO #6 to final RFC for the structures listed below including the Final Design Package submittals. The RFC design shall follow the requirements of the Final Design Package per TP Sections 3.3.1.5 and 3.3.3.5.

3.1.1 Corona Avenue Undercrossing Widening

3.1.2 RW#7 – Retaining Wall Below Hidden Valley Parkway

3.1.3 RW#8 - Retaining Wall along Hidden Valley Parkway On-ramp

## Task 4 Civil Design

### 4.1 Hidden Valley Parkway Outside Widening

#### 4.1.1 Storm Water Data Report (SWDR)

DB Contractor shall finalize the amended ELP SWDR developed under CCO #6 for the Hidden Valley Parkway outside widening for review and approval by the Department. DB Contractor shall identify the new impervious surface area and identify BMPs.

#### 4.1.2 Stage Construction and Maintenance of Traffic Analysis

DB Contractor shall execute ELC and ELP interface plan developed in CCO #6 to determine how the ELP delivery will interface with the ELC construction, including construction access.



### 4.1.3 Roadway Design

DB Contractor shall finalize RFC design developed in CCO #6 for the widening at Hidden Valley Parkway required to accommodate the ELC. The following design sheets will be included with the Final Design Package submittal. The RFC design shall follow the requirements of TP Sections 3.3.1.5 and 3.3.3.5.

#### 4.1.4 Typical Sections

#### 4.1.5 Roadway Layout Sheets

#### 4.1.6 Profile Sheets

#### 4.1.7 Construction Details

#### 4.1.8 Contour Grading Sheets

#### 4.1.9 Drainage Design Sheets

##### 4.1.9.1 Drainage Plan

##### 4.1.9.2 Drainage Profile

##### 4.1.9.3 Drainage Details

#### 4.1.10 Utility Sheets

#### 4.1.11 Construction Area Signs

#### 4.1.12 Stage Construction/Traffic Handling

#### 4.1.13 Pavement Delineation and Sign

#### 4.1.14 Landscaping Sheets

##### 4.1.14.1 Plant List

##### 4.1.14.2 Planting Plan

##### 4.1.14.3 Irrigation Removals and Construction

#### 4.1.15 Electrical Sheets

#### 4.1.16 RW#7 – Retaining Wall Below Hidden Valley Parkway

#### 4.1.17 RW#8 - Retaining Wall along Hidden Valley Parkway On-ramp

### 4.2 As-built drawings

DB Contractor shall prepare as-built drawings in accordance with TP Section 3.4.4 for all of the work developed under CCO 6 and this CCO.

## Task 5 Construction

### 5.1 Furnish Materials

DB Contractor shall furnish materials required to complete construction of the work developed under this CCO and in accordance with all relevant TP Sections.

### 5.2 Construct Freeway and Bridge Improvements

DB Contractor shall construct the freeway improvements and all associated work developed under this CCO and in accordance with all relevant TP Sections. Exhibit B includes Revised TP Sections for this change order. For the purposes of this change order it is assumed that roadway excavation can be placed within the 15/91

Express Lanes Connector project limits as defined in Amendment 2.

This change order compensates DB Contractor for all cost and time related impacts due to this change.

**SECTION II: Change Order Cost**                      increase     decrease     none

Total Change Order Cost shall not exceed **\$15,234,804**

**SECTION III: Time Impact**

The status of all Completion Milestones is: **0 Days (No Adjustment)**

**SECTION IV: CHANGE REQUESTED BY:**

RCTC            DB CONTRACTOR     

**SECTION V: Certification and Other Acknowledgments**

I, \_\_\_\_\_, the Authorized Representative of DB Contractor, hereby certify under penalty of perjury that the above four sections represent a true, accurate and complete summary of all aspects of this Change Order, and that (a) the amount of time and/or compensation requested will be justified as to entitlement and amount, (b) the amount of time and/or compensation requested will include all known and anticipated impacts or amounts, direct, indirect and consequential, which may be incurred as a result of the event, occurrence or matter giving rise to the proposed change (and includes all Subcontractor and Supplier amounts), and (c) the cost and pricing data forming the basis for this Change Order is complete, accurate and current, with specific reference to the California False Claims Act (Government Code section 1250 et seq.) and the U.S. False Claims Act (31 U.S.C. section 3729 et seq.).

It is understood and agreed that this Change Order shall not alter or change, in any way, the force and effect of the Contract Documents, including any previous amendment(s) thereto, except insofar as the same is expressly altered and amended by this Change Order.

This Change Order supersedes all prior commitments, negotiations, correspondence, conversations, agreements or understanding applicable to the issues addressed herein. No deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written, other than the Agreement, as amended in accordance with its terms.

This Change Order is binding upon, and shall inure to the benefit of, each of the parties and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, DB Contractor, intending to be legally bound, has executed this Change Order as of the date below.

**DB Contractor:**

Skanska-Ames a Joint Venture

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated as of: \_\_\_\_\_

**SECTION VI (Reviewed and recommended agreed by RCTC Project Manager):**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated as of: \_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION VII (Agreed by RCTC's Authorized Representative):**

IN WITNESS WHEREOF, RCTC, intending to be legally bound, has executed this Change Order as of the date first written above.

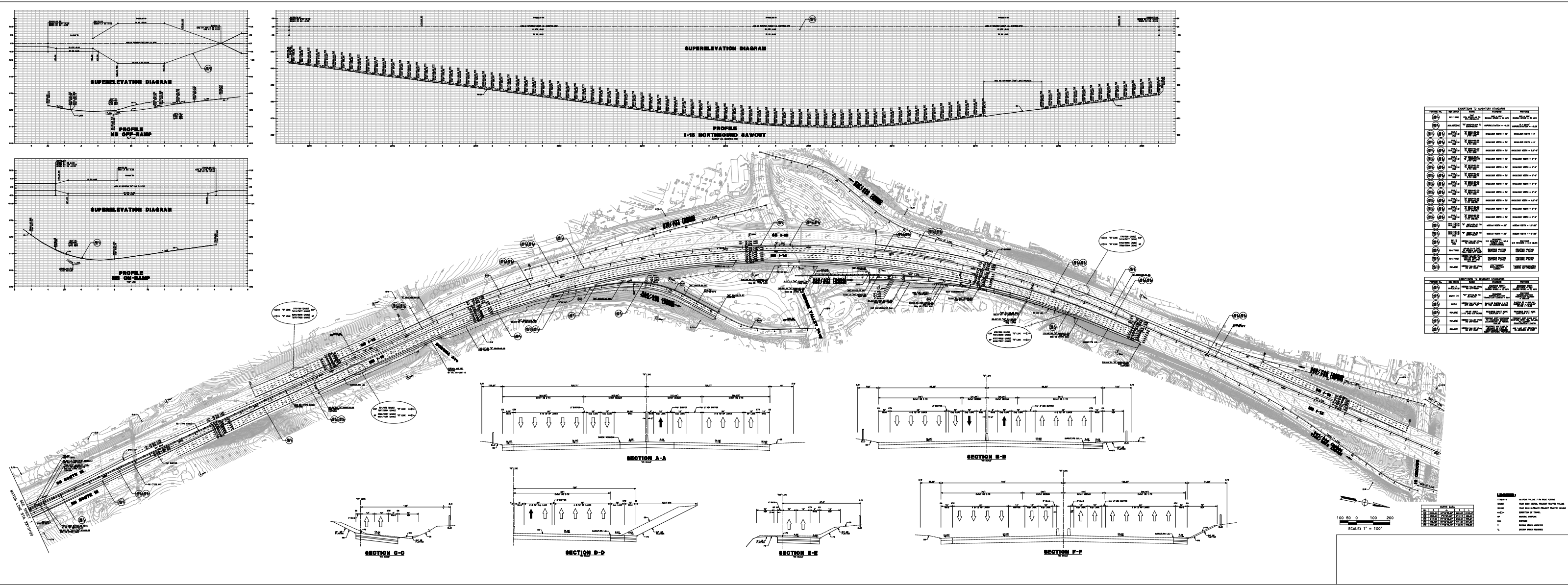
**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated as of: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated as of: \_\_\_\_\_

# CCO-10 EXHIBIT A

## I-15 / SR 91 GEOMETRIC CONCEPT



**CCO-10 Exhibit B**  
**Supplemental Technical Provisions**

This technical provision augments the Technical Provisions for the Contract to provide structural section recommendations for the outside widening of Interstate 15.

**11.3 Augmented Pavement Structural Section Design Requirements**

This technical provision augments the Technical Provisions for the Contract to provide structural section recommendations for the outside widening of Interstate 15.

**11.3.1 General**

The designs shown in Tables 11-1 are based on Type II subgrade for rigid pavement and R-value of 20 for flexible pavement. For flexible pavement, 40-year HMA thickness should be adjusted to reflect the actual subgrade values based on subsurface investigation. The selected subgrade R-value shall be used for the entire width of the newly constructed pavement section, including travel lanes, buffer, and shoulder.

**11.3.2 Permanent Pavement Structural Sections**

Construct the permanent pavement sections as shown in Table 11-1.

**CCO-10 Exhibit B**  
**Supplemental Technical Provisions**

<b>TABLE 11-1 PERMANENT PAVEMENT STRUCTURAL SECTIONS</b>			
<i>Location</i>		<i>TI</i>	<i>*Pavement Thickness (feet)</i>
Outside Mainline/Auxiliary Lane and Shoulder Widening	I-15	17	1.30 JPCP BB 0.35 LCB 0.70 AS
Ramp Reconstruction	I-15 NB Off- Ramp Hidden Valley	11	0.20 RHMA-G 1.15 HMA-A 0.50 AB
	I-15 NB On- Ramp Hidden Valley	11	0.20 RHMA-G 1.15 HMA-A 0.50 AB
<p>Abbreviations            JPCP = Jointed plain concrete pavement            BB= Bond Breaker            LCB= Lean concrete base            AS = Class 2 aggregate subbase            RHMA-G= Rubberized Hot Mix Asphalt (Gap Graded)            HMA-Hot Mix Asphalt            AB-Aggregate Base            *This design is based on Type II subgrade. Type III subgrade shall be removed and replaced with Type I or Type II subgrade or treated in accordance with the HDM and Standard Specifications.            BB = Bond Breaker should follow Section 36-2 of 2015 Caltrans Standard Specifications.            Follow the guidelines provided in 2017 HDM Index 633.1(3)</p>			

**Inside Lane Widening**

- Use isolation joint per the Department Standard Plan P-18 between new pavement and existing pavement.

**Outside Lane Widening**

- Use isolation joint per the Department Revised Standard Plan P-18 between new and existing pavement.
- Use silicone joint sealer meeting the Department Standard Specification requirements to seal the transverse and weakened plane joints for the outside travel lanes.



**Skanska-Ames**  
1801 California Ave  
Corona, CA 92881

### CCO #10 Cost Breakdown

Project Name: **I-15 Express Lanes**  
Project Number: **16-31-057-00**  
Job Number: **098-020**  
Owner / Agency: **RCTC**

Crow  
9/12/2018

	Unit Price	Units	Total
<b>Design</b>			
Aztec	\$ 291,183.07	1	\$ 291,183.07
<b>Construction</b>			
Hidden Valley CCO10 Work	\$ 13,544,739.55	1	\$ 13,544,739.55
Hidden Valley TMS	\$ 987,090.10	1	\$ 987,090.10
Median Drainage NDC	\$ 183,018.18	1	\$ 183,018.18
Schedule Acceleration	\$ 228,772.73	1	\$ 228,772.73
<b>Total</b>			
			\$ 15,234,803.63

Performed by \_\_\_\_\_  
Date \_\_\_\_\_





# **AGENDA ITEM 8**



<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>	
<b>DATE:</b>	September 24, 2018
<b>TO:</b>	Western Riverside County Programs and Projects Committee
<b>FROM:</b>	Alex Menor, Capital Projects Manager
<b>THROUGH:</b>	Marlin Feenstra, Project Delivery Director
<b>SUBJECT:</b>	Agreement for Construction Management Services, Materials Testing, and Construction Surveying for the Mid County Parkway – Sweeney Mitigation Site Project in Riverside County

**STAFF RECOMMENDATION:**

This item is for the Committee to:

- 1) Award Agreement No. 18-31-166-00 to DHS Consulting, Inc. to perform construction management services, materials testing, and construction surveying for the Mid County Parkway – Sweeney Mitigation Site Project (Project) in the amount of \$907,717, plus a contingency amount of \$90,772, for potential changes in scope, for a total amount not to exceed \$998,489;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;
- 3) Authorize the Executive Director, or designee, to approve the use of the contingency amount as may be required for the Project; and
- 4) Forward to the Commission for final action.

**BACKGROUND INFORMATION:**

The Mid County Parkway (MCP) project has been under development by the Commission since 2002. The purpose of the MCP project is to provide an east-west regional transportation facility that would effectively and efficiently accommodate the movement of people, goods, and services between and through the cities of Perris and San Jacinto. On April 15, 2015, the Commission, Federal Highway Administration (FHWA), and Caltrans approved the final environmental impact report (EIR)/final environmental impact statement and the final environmental document (ED) under the National Environmental Policy Act/California Environmental Quality Act. The Project Approval/ED phase for the MCP project was completed with FHWA’s approval of the Record of Decision on August 17, 2015.

In December 2015, the Commission purchased 154.3 acres of land (referred to as the Sweeney parcel), of which 130 acres satisfied 93 percent of the Western Riverside County Multiple Species Habitat Conservation Plan habitat requirements for the entire MCP project. This project would create 10.26 acres of wetlands resources by grading a portion of Sweeney parcel to enhance and

expand the 10-year floodplain of the San Jacinto River, and provide planting with certain types of vegetation to meet the required mitigation acreage requirement.

On July 11, 2018, the Commission approved an addendum to the previously certified EIR for the MCP project. The addendum approved the proposed changes to the MCP associated with the addition of the Sweeney mitigation site and a contract with Jacobs Engineering Group, Inc. to prepare plans, specifications, and estimate of construction contract documents and support services for the Sweeney mitigation site. Staff also informed the Commission it would return in the future to obtain approvals for construction management and construction contracts. See Attachment 1 for project vicinity map.

### **DISCUSSION:**

#### **Procurement Process**

Pursuant to Government Code 4525 et seq, selection of architect, engineer, and related services shall be on the basis of demonstrated competence and on professional qualifications necessary for the satisfactory performance of the services required. Therefore, staff used the qualification method of selection for the procurement of construction management services, materials testing, and construction surveying for the Project. Evaluation criteria included elements such as qualifications of firm and key personnel, staffing and project organization, 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. 18-31-166-00 for construction management services, materials testing, and construction surveying for the Project was released by staff on July 5, 2018. A public notice was advertised in the *Press Enterprise*, and the RFQ was posted on the Commission's Planet Bids website, which is accessible through the Commission's website. Through Planet Bids, 71 firms downloaded the RFQ; 13 of these firms are located in Riverside County. A pre-submittal meeting was held on July 17 and attended by 5 firms. Staff responded to all questions submitted by potential proposers prior to the July 24 clarification deadline. One firm – DHS Consulting, Inc. – submitted a responsive and responsible statement of qualifications prior to the 2:00 p.m. submittal deadline on August 7.

Since staff received one statement of qualifications, it reviewed the solicitation specifications for undue restrictiveness and surveyed potential firms that chose not to submit a proposal. A primary reason for not submitting a proposal included the firms' commitment of their resources to other Commission projects. Staff concluded that the requirements listed in the scope of work and other terms and conditions were not unnecessarily or excessively restrictive, an adequate opportunity to compete was provided, and factors other than the solicitation were responsible for the receipt of one statement of qualifications for these services.

Based on the evaluation criteria set forth in the RFQ, the firm 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 statement of qualifications and pursuant to the terms of the RFQ, the evaluation committee invited DHS Consulting, Inc. to the interview phase of the evaluation and selection process. The interview was conducted on August 29.

Following the interview, the evaluation committee scored the interview and combined the firm’s written and interview scores. Accordingly, the evaluation committee recommends contract award to DHS Consulting, Inc. to provide construction management services, materials testing, and construction surveying for the Project.

Subsequently, staff negotiated the scope of work (including the appropriate level of effort, labor categories/mix, etc.), cost, and schedule proposal received from DHS Consulting, Inc. for the Project services and established a fair and reasonable price of \$907,717.

Staff recommends award of an agreement with DHS Consulting, Inc. for construction management services, materials testing, and construction surveying related to the Project in the amount of \$907,717, plus a contingency amount of \$90,772, for a total amount not to exceed \$998,489. Staff also recommends authorizing the Executive Director to approve the use of the amount as may be required for the Project.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2018/19 FY 2019/20+	Amount:	\$250,000 \$748,489
Source of Funds:	Transportation Uniform Mitigation Fee- Community Environmental Transportation Acceptability Process funds, 2009 Measure A Western County New Corridors funds		Budget Adjustment:	No	
GLA No.:	002320 81302 00000 0000 261 31 81302 (\$998,489)				
Fiscal Procedures Approved:	<i>Theresa Trevino</i>			Date:	09/14/2018

Attachments:

- 1) Project Vicinity Map
- 2) Draft Agreement No. 18-31-166-00 with DHS Consulting, Inc.



# Sweeney Mitigation Project



Project Limits







## Agreement No. 18-31-166-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES, MATERIALS  
TESTING, AND CONSTRUCTION SURVEYING FOR THE CONSTRUCTION OF THE  
MID COUNTY PARKWAY – SWEENEY MITIGATION SITE PROJECT  
WITH DHS CONSULTING, INC.**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2018, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **DHS Consulting, Inc.** ("Consultant"), a **CORPORATION**.

**2. RECITALS.**

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

2.2 Commission desires to engage Consultant to render certain consulting services for the Mid County Parkway – Sweeney Mitigation Site Project ("Project") as set forth herein.

**3. TERMS.**

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

accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to December 31, 2021, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

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

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

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

3.6 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: \_\_\_\_\_.

3.7 Commission's Representative. Commission hereby designates the Executive Director, or his or her designee, to act as its representative for the performance

of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Consultant shall not accept direction from any person other than Commission's Representative or his or her designee.

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

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

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

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.12 Insurance.

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

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

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

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

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

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

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

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

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

(C) Workers' Compensation and Employers Liability

Coverage.

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

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

(D) All Coverages.

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

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

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

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

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

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

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

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

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

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

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

3.12.7 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this



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

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

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

### 3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto. The total compensation shall not exceed **[\_\_INSERT WRITTEN DOLLAR AMOUNT\_\_]** (**[\$[\_\_INSERT NUMERICAL DOLLAR AMOUNT\_\_]**) without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

### 3.16 Termination of Agreement.

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

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

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

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

**CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**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.

**3.18 Ownership of Materials/Confidentiality.**

**3.18.1 Documents & Data.** This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”).

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission’s sole risk.

**3.18.2 Intellectual Property.** In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media (“Intellectual Property”) prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.18.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use

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

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

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

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

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

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

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

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

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

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

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests and Conflicts.

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

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

3.27.3 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

3.27.4 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to

accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

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

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

3.31 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees

as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant.

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

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

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



3.35 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

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

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

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

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

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

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

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

3.43 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

**SIGNATURE PAGE  
TO  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES, MATERIALS  
TESTING, AND CONSTRUCTION SURVEYING FOR THE CONSTRUCTION OF THE  
MID COUNTY PARKWAY – SWEENEY MITIGATION SITE PROJECT  
WITH DHS CONSULTING, INC.**

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

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

**CONSULTANT  
DHS CONSULTING, INC.**

By: \_\_\_\_\_  
**[INSERT NAME]**  
Chairman

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

\_\_\_\_\_  
Name

**[NOT NEEDED IF APPROVED BY COMMISSION]**

\_\_\_\_\_  
Title

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

*Approved as to Form:*

*Attest:*

By: \_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

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

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

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

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

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



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

[ INSERT ]

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

[\_\_INSERT\_\_]

**EXHIBIT "C"**  
**COMPENSATION**

[ INSERT ]



# **AGENDA ITEM 9**





<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>	
<b>DATE:</b>	September 24, 2018
<b>TO:</b>	Western Riverside County Programs and Projects Committee
<b>FROM:</b>	Alex Menor, Capital Projects Manager
<b>THROUGH:</b>	Marlin Feenstra, Project Delivery Director
<b>SUBJECT:</b>	California Department of Fish and Wildlife 1600 Streambed Alteration Master Agreement for the Mid County Parkway Project

**STAFF RECOMMENDATION:**

This item is for the Committee to:

- 1) Authorize staff to procure a 1600 Streambed Alteration Master Agreement (Master Agreement) from the California Department of Fish and Wildlife (CDFW) for the entire Mid County Parkway (MCP) project for a term of 21 years through 2040;
- 2) Approve the expenditure for a permit related to the procurement of the Master Agreement in the amount of \$86,826 and for an annual Master Agreement administrative maintenance fee of approximately \$725 for a total amount of \$15,215, plus a contingency amount of \$7,500 for a total amount not to exceed \$109,541;
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;
- 4) Authorize the Executive Director or designee to approve non-funding agreements or amendments that might be required for these services; and
- 5) Forward to the Commission for final action.

**BACKGROUND INFORMATION:**

The MCP project has been under development by the Commission since 2002. The purpose of the MCP project is to provide an east-west regional transportation facility that would effectively and efficiently accommodate the movement of people, goods, and services between and through the cities of Perris and San Jacinto.

On April 15, 2015, the Commission, Federal Highway Administration (FHWA), and Caltrans approved the environmental impact statement and the environmental document (ED) under the National Environmental Protection Act/California Environmental Quality Act. The Project Approval/ED phase for the MCP project was completed with FHWA's approval of the Record of Decision on August 17, 2015.

In December 2015, the Commission purchased 154.3 acres of land (referred as the Sweeney parcel) of which 130 acres satisfied 93 percent of the Multi-Species Habitat Conservation Plan (MSHCP) habitat requirements for the entire MCP project. The Commission is also creating 10.26 acres of wetlands resources by grading a portion of Sweeney parcel to enhance and expand the 10-year floodplain of the San Jacinto River and planting with the required types of vegetation to meet the required mitigation acres. The Sweeney parcel will also provide all the mitigation required for the MCP's 1600 Streambed Alteration permit (1600 Permit) estimated at 15.88 acres of permanent impact to waters of the state of California.

On July 11, 2018, the Commission approved an addendum to the previously certified environmental impact report for the MCP project. The addendum approved the proposed changes to the MCP associated with the addition of the Sweeney mitigation site to mitigate for US Army Corp of Engineers and MSHCP mitigation requirements.

**DISCUSSION:**

CDFW requires a 1600 Permit for each construction package, unless a master agreement is in place. The process for obtaining the permit for each construction package would be time consuming and costly because it would reopen negotiations with CDFW over impacts and mitigation requirements based on conditions at the time and require acquisition of individual mitigation sites for each package.

However, a master agreement allows banking of mitigation lands and locks in the mitigation requirements over the life of the agreement. Since the Commission has acquired the Sweeney mitigation site to satisfy other environmental mitigation requirements and the site is sufficient in size to also provide all the needed mitigation for impacts to waters of the State for the entire MCP project, staff recommends that the Commission enter into a master agreement for a term of 21 years through 2040.

The cost for the master agreement is \$86,826 plus an annual fee of \$724.50 for the years when no 1600 Permit application is processed. The CDFW 1600 Permit fee for a future MCP construction package is \$7,234.75, which would be a project cost for each MCP construction package. The annual maintenance and 1600 Permit fees are adjusted annually according to the CDFW 1600 Fee Schedule.

Staff recommends the Commission procure and enter into a master agreement with CDFW for the entire MCP project in the amount of \$86,826 and for an annual administrative maintenance fee of approximately \$725 through 2040 (21 years) and total amount of \$15,215, plus a contingency amount of \$7,500, for a total amount not to exceed \$109,541.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2018/19 FY 2019/20+	Amount:	\$86,826 \$22,715
Source of Funds:	TUMF CETAP, 2009 Measure A Western County New Corridors			Budget Adjustment:	No N/A
GL/Project Accounting No.:	002302 81020 00000 0000 210 73 81002 612302 81020 00000 0000 261 31 81002				
Fiscal Procedures Approved:	<i>Theresa Trevino</i>			Date:	09/17/2018

Attachment: CDFW 1600 Notification of Lake or Streambed Alteration Form





FOR DEPARTMENT USE ONLY				
Date Received	Amount Received	Amount Due	Date Complete	Notification No.
	\$	\$		
Assigned to:				

## NOTIFICATION OF LAKE OR STREAMBED ALTERATION

Complete EACH field, unless otherwise indicated, following the enclosed instructions and submit ALL required enclosures. Attach additional pages, if necessary.

### 1. APPLICANT PROPOSING PROJECT

Name				
Business/Agency				
Mailing Address				
City, State, Zip				
Telephone		Fax		
Email				

### 2. CONTACT PERSON *(Complete only if different from applicant)*

Name				
Street Address				
City, State, Zip				
Telephone		Fax		
Email				

### 3. PROPERTY OWNER *(Complete only if different from applicant)*

Name				
Street Address				
City, State, Zip				
Telephone		Fax		
Email				

### 4. PROJECT NAME AND AGREEMENT TERM

A. Project Name				
B. Agreement Term Requested		<input type="checkbox"/> Regular (5 years or less) <input type="checkbox"/> Long-term (greater than 5 years)		
C. Project Term		D. Seasonal Work Period		E. Number of Work Days
Beginning (year)	Ending (year)	Start Date (month/day)	End Date (month/day)	



**5. AGREEMENT TYPE**

Check the applicable box. If box B, C, D, E, or F is checked, complete the specified attachment.	
A.	<input type="checkbox"/> Standard (Most construction projects, excluding the categories listed below)
B.	<input type="checkbox"/> Gravel/Sand/Rock Extraction (Attachment A) Mine I.D. Number: _____
C.	<input type="checkbox"/> Timber Harvesting (Attachment B) THP Number: _____
D.	<input type="checkbox"/> Water Diversion/Extraction/Impoundment (Attachment C) SWRCB Number: _____
E.	<input type="checkbox"/> Routine Maintenance (Attachment D)
F.	<input type="checkbox"/> Cannabis Cultivation (Attachment E)
G.	<input type="checkbox"/> Department Grant Programs Agreement Number: _____
H.	<input type="checkbox"/> Master
I.	<input type="checkbox"/> Master Timber Operations

**6. FEES**

See the current fee schedule to determine the appropriate notification fee. Itemize each project's estimated cost and corresponding fee. <b>Note: The Department may not process this notification until the correct fee has been received.</b>			
	A. Project	B. Project Cost	C. Project Fee
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
		D. Base Fee (if applicable)	
		<b>E. TOTAL FEE*</b>	

\* Check, money orders, or any debit/credit card with the Visa or Mastercard logo are accepted.



**7. PRIOR NOTIFICATION AND ORDERS**

A. Has a notification previously been submitted to, or a Lake or Streambed Alteration Agreement previously been issued by, the Department for the project described in this notification?		
<input type="checkbox"/> Yes ( <i>Provide the information below</i> ) <input type="checkbox"/> No		
Applicant	Notification Number	Date
B. Is this notification being submitted in response to a court or administrative order or notice, or a notice of violation (NOV) issued by the Department?		
<input type="checkbox"/> No <input type="checkbox"/> Yes ( <i>Enclose a copy of the order, notice, or NOV. If the applicant was directed to notify the Department verbally rather than in writing, identify the person who directed the applicant to submit this notification and the agency he or she represents, and describe the circumstances relating to the order.</i> )		
<input type="checkbox"/> <i>Continued on additional page(s)</i>		

**8. PROJECT LOCATION**

A. Address or description of project location. <i>(Include a map that marks the location of the project with a reference to the nearest city or town, and provide driving directions from a major road or highway)</i>					
<input type="checkbox"/> <i>Continued on additional page(s)</i>					
B. River, stream, or lake affected by the project.					
C. What water body is the river, stream, or lake tributary to?					
D. Is the river or stream segment affected by the project listed in the state or federal Wild and Scenic Rivers Acts?			<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
E. County					
F. USGS 7.5 Minute Quad Map Name		G. Township	H. Range	I. Section	J. ¼ Section
<input type="checkbox"/> <i>Continued on additional page(s)</i>					
K. Meridian ( <i>check one</i> )		<input type="checkbox"/> Humboldt <input type="checkbox"/> Mt. Diablo <input type="checkbox"/> San Bernardino			
L. Assessor's Parcel Number(s)					
<input type="checkbox"/> <i>Continued on additional page(s)</i>					





M. Coordinates (If available, provide at least latitude/longitude or UTM coordinates and check appropriate boxes)			
Latitude/Longitude	Latitude:		Longitude:
	<input type="checkbox"/> Degrees/Minutes/Seconds		<input type="checkbox"/> Decimal Degrees <input type="checkbox"/> Decimal Minutes
UTM	Easting:	Northing:	<input type="checkbox"/> Zone 10 <input type="checkbox"/> Zone 11
Datum used for Latitude/Longitude or UTM		<input type="checkbox"/> NAD 27 <input type="checkbox"/> NAD 83 or WGS 84	

**9. PROJECT CATEGORY**

WORK TYPE	NEW CONSTRUCTION	REPLACE EXISTING STRUCTURE	REPAIR-MAINTAIN-OPERATE EXISTING STRUCTURE
Bank stabilization – bioengineering/recontouring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank stabilization – rip-rap/retaining wall/gabion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Boat dock/pier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Boat ramp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bridge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Channel clearing/vegetation management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Culvert	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Debris basin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dam	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Filling of wetland, river, stream, or lake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Geotechnical survey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Habitat enhancement – revegetation/mitigation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Levee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Low water crossing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Road/trail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sediment removal: pond, stream, or marina	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
flood control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Storm drain outfall structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Temporary stream crossing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Utility crossing: horizontal directional drilling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
jack/bore	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
open trench	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water diversion without facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water diversion with facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**10. PROJECT DESCRIPTION**

A. Describe the project in detail. Include photographs of the project location and immediate surrounding area.

- Written description of all project activities with detailed step-by-step description of project implementation.
- Include any structures (e.g., rip-rap, culverts) that will be placed or modified in or near the stream, river, or lake, and any channel clearing.
- Specify volume, and dimensions of all materials and features (e.g., rip rap fields) that will be used or installed.
- If water will be diverted or drafted, specify the purpose or use.
- Enclose diagrams, drawings, plans, and maps that provide all of the following: site specific construction details; dimensions of each structure and/or extent of each activity in the bed, channel, bank or floodplain; overview of the entire project area (i.e., “bird’s-eye view”) showing the location of each structure and/or activity, significant area features, stockpile areas, areas of temporary disturbance, and where the equipment/machinery will access the project area.

*Continued on additional page(s)*

B. Specify the equipment and machinery that will be used to complete the project.

*Continued on additional page(s)*

C. Will water be present during the proposed work period (specified in box 4.D) in the stream, river, or lake (specified in box 8.B).	<input type="checkbox"/> Yes <input type="checkbox"/> No ( <i>Skip to box 11</i> )
---------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------

D. Will the proposed project require work in the wetted portion of the channel?	<input type="checkbox"/> Yes ( <i>Enclose a plan to divert water around work site</i> ) <input type="checkbox"/> No
---------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------



**11. PROJECT IMPACTS**

A. Describe impacts to the bed, channel, and bank of the river, stream, or lake, and the associated riparian habitat. Specify the dimensions of the modifications in length (linear feet) and area (square feet or acres) and the type and volume of material (cubic yards) that will be moved, displaced, or otherwise disturbed, if applicable.

Continued on additional page(s)

B. Will the project affect any vegetation?  Yes (Complete the tables below)  No (Include aerial photo with date supporting this determination)

Vegetation Type	Temporary Impact	Permanent Impact
	Linear feet: _____ Total area: _____	Linear feet: _____ Total area: _____
	Linear feet: _____ Total area: _____	Linear feet: _____ Total area: _____

Tree Species	Number of Trees to be Removed	Trunk Diameter (range)

Continued on additional page(s)

C. Are any special status animal or plant species, or habitat that could support such species, known to be present on or near the project site?

Yes (List each species and/or describe the habitat below)  No  Unknown

Continued on additional page(s)

D. Identify the source(s) of information that supports a “yes” or “no” answer above in Box 11.C.

Continued on additional page(s)

E. Has a biological study been completed for the project site?

Yes (Enclose the biological study)  No

Note: A biological assessment or study may be required to evaluate potential project impacts on biological resources.



**F. Has a hydrological study been completed for the project or project site?**

Yes (*Enclose the hydrological study*)       No

*Note: A hydrological study or other information on site hydraulics (e.g., flows, channel characteristics, and/or flood recurrence intervals) may be required to evaluate potential project impacts on hydrology.*

**G. Have fish or wildlife resources or waters of the state been mapped or delineated on the project site?**

Yes (*Enclose the mapped results*)       No

*Note: Check “yes” if fish and wildlife resources or waters of the state on the project site have been mapped or delineated. “Wildlife” means and includes all wild animals, birds, plants, fish, amphibians, reptiles and related ecological communities, including the habitat upon which the wildlife depends.” (Fish & G. Code, § 89.5.) If “yes” is checked, submit the mapping or delineation. If the mapping or delineation is in digital format (e.g., GIS shape files or KMZ), you must submit the information in this format for the Department to deem your notification complete. If “no” is checked, or the resolution of the mapping or delineation is insufficient, the Department may request mapping or delineation (in digital or non-digital format), or higher resolution mapping or delineation for the Department to deem the notification complete.*

**12. MEASURES TO PROTECT FISH, WILDLIFE, AND PLANT RESOURCES**

**A. Describe the techniques that will be used to prevent sediment from entering watercourses during and after construction.**

*Continued on additional page(s)*

**B. Describe project avoidance and/or minimization measures to protect fish, wildlife, and plant resources.**

*Continued on additional page(s)*

**C. Describe any project mitigation and/or compensation measures to protect fish, wildlife, and plant resources.**

*Continued on additional page(s)*



**13. PERMITS**

List any local, State, and federal permits required for the project and check the corresponding box(es). Enclose a copy of each permit that has been issued.

A. \_\_\_\_\_  Applied  Issued

B. \_\_\_\_\_  Applied  Issued

C. \_\_\_\_\_  Applied  Issued

D. Unknown whether  local,  State, or  federal permit is needed for the project. (*Check each box that applies*)

Continued on additional page(s)

**14. ENVIRONMENTAL REVIEW**

A. Has a draft or final document been prepared for the project pursuant to the California Environmental Quality Act (CEQA) and/or National Environmental Protection Act (NEPA)?

Yes (*Check the box for each CEQA or NEPA document that has been prepared and enclose a copy of each.*)

No (*Check the box for each CEQA or NEPA document listed below that will be or is being prepared.*)

<input type="checkbox"/> Notice of Exemption	<input type="checkbox"/> Mitigated Negative Declaration	<input type="checkbox"/> NEPA document ( <i>type</i> ): _____
<input type="checkbox"/> Initial Study	<input type="checkbox"/> Environmental Impact Report	
<input type="checkbox"/> Negative Declaration	<input type="checkbox"/> Notice of Determination ( <i>Enclose</i> )	
<input type="checkbox"/> THP/ NTMP	<input type="checkbox"/> Mitigation, Monitoring, Reporting Plan	

B. State Clearinghouse Number (*if applicable*) \_\_\_\_\_

C. Has a CEQA lead agency been determined?  Yes (*Complete boxes D, E, and F*)  No (*Skip to box 14.G*)

D. CEQA Lead Agency \_\_\_\_\_

E. Contact Person \_\_\_\_\_ F. Telephone Number \_\_\_\_\_

G. If the project described in this notification is not the “whole project” or action pursuant to CEQA, briefly describe the entire project (Cal. Code Regs., tit. 14, § 15378).

Continued on additional page(s)

H. Has a CEQA filing fee been paid pursuant to Fish and Game Code section 711.4?

Yes (*Enclose proof of payment*)  No (*Briefly explain below the reason a CEQA filing fee has not been paid*)

*Note: If a CEQA filing fee is required, the Lake or Streambed Alteration Agreement may not be finalized until paid.*



**15. SITE INSPECTION**

Check one box only.
<input type="checkbox"/> In the event the Department determines that a site inspection is necessary, I hereby authorize a Department representative to enter the property where the project described in this notification will take place at any reasonable time, and hereby certify that I am authorized to grant the Department such entry.  <input type="checkbox"/> I request the Department to first contact ( <i>insert name</i> ) _____ at ( <i>insert telephone number</i> ) _____ to schedule a date and time to enter the property where the project described in this notification will take place. I understand that this may delay the Department’s determination as to whether a Lake or Streambed Alteration Agreement is required and/or the Department’s issuance of a draft agreement pursuant to this notification.

**16. DIGITAL FORMAT**

Is any of the information included as part of the notification available in digital format (i.e., CD, DVD, etc.)?
<input type="checkbox"/> Yes (Please enclose the information via digital media with the completed notification form)  <input type="checkbox"/> No

**17. SIGNATURE**

<p>I hereby certify that to the best of my knowledge the information in this notification is true and correct and that I am authorized to sign this notification as, or on behalf of, the applicant. I understand that if any information in this notification is found to be untrue or incorrect, the Department may suspend processing this notification or suspend or revoke any draft or final Lake or Streambed Alteration Agreement issued pursuant to this notification. I understand also that if any information in this notification is found to be untrue or incorrect and the project described in this notification has already begun, I and/or the applicant may be subject to civil or criminal prosecution. I understand that this notification applies only to the project(s) described herein and that I and/or the applicant may be subject to civil or criminal prosecution for undertaking any project not described herein unless the Department has been separately notified of that project in accordance with Fish and Game Code section 1602 or 1611.</p>	
_____ Signature of Applicant or Applicant’s Authorized Representative	_____ Date
_____ Print Name	



# **AGENDA ITEM 10**





<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>	
<b>DATE:</b>	September 24, 2018
<b>TO:</b>	Western Riverside County Programs and Projects Committee
<b>FROM:</b>	Sheldon Peterson, Rail Manager
<b>THROUGH:</b>	Lorelle Moe-Luna, Acting Multimodal Services Director
<b>SUBJECT:</b>	Fiscal Year 2018/19 State of Good Repair Program

**STAFF RECOMMENDATION:**

This item is for the Committee to:

- 1) Adopt Resolution No. 18-016, *“Resolution of the Riverside County Transportation Commission Authorizing the Execution of the Certifications and Assurances for the California State of Good Repair Program”*;
- 2) Approve an amendment to the Commission’s Commuter Rail Program’s FY 2018/19 Short Range Transit Plan (SRTP) for \$799,813 related to the receipt and use of Senate Bill 1 State of Good Repair (SGR) funds for the Station Rehabilitation Program;
- 3) Approve an allocation of \$799,813 in SGR funds to the Commission’s Station Rehabilitation Program;
- 4) Authorize the Executive Director, or her designee, to submit project nominations to Caltrans and execute the Recipient Certifications and Assurances and other required documents for the SGR program;
- 5) Approve a \$799,813 adjustment to the FY 2018/19 budget to increase state revenues and property improvement expenditures; and
- 6) Forward to the Commission for final action.

**BACKGROUND INFORMATION:**

The Road and Repair Accountability Act of 2017, or SB 1, was signed into law in April 2017. SB 1 established a new SGR program to be administered by Caltrans. The program is funded from a portion of the new Transportation Improvement Fee on vehicle registrations and will provide over \$100 million annually to transit operators in California for eligible transit maintenance, rehabilitation, and capital projects. The SGR program is one of the two programs that allocates SB 1 funds to transit agencies through the State Transit Assistance (STA) Program formula, which apportions 50 percent of SGR funds by population (Public Utilities Code, or PUC, 99313) and 50 percent according to transit operator revenues (PUC 99314). For FY 2018/19, total SGR funds for western county commuter rail are \$558,076 under PUC 99313 and additional funding of \$241,737 under PUC 93314 for a total of \$799,813.

To receive funding for FY 2018/19, the Commission is required by October 31, 2018, to submit to Caltrans a signed and dated board resolution authorizing the projects to be funded under the

SGR program. In addition, the Commission must submit a signed authorized agent form along with approved recipient certifications and assurances.

Staff recommends amending the FY 2018/19 SRTP to add funding and expenses to the Station Rehabilitation Program related to the SGR allocations. The station projects include extensive pavement rehabilitation at the La Sierra Station, platform and passenger drop off enhancements at the West Corona Station, and facility painting projects at the Riverside Downtown Station.

Staff recommends adopting Resolution No. 18-016 to be submitted to Caltrans by the deadline. Per SGR FY 2018/19 program guidelines, the State Controller’s Office is scheduled to allocate funds later in the fiscal year. To be ready, staff will also request a budget adjustment to the Commission’s FY 2018/19 budget related to the \$799,813 in grant funds and the related project expenditures.

Financial Information					
In Fiscal Year Budget:	No	Year:	FY 2018/19	Amount:	\$799,813 (revenues and expenditures)
Source of Funds:	SB 1 SGR Program			Budget Adjustment:	Yes
GLA No.:	004011 415 41510 265 33 41501		State revenues		
	004011 90701 00000 0000 265 33 90501		Property improvement expenditures		
Fiscal Procedures Approved:	<i>Theresa Trevino</i>			Date:	09/13/2018

Attachment: Resolution No. 18-016

**RESOLUTION NO. 18-016**

**RESOLUTION OF THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION AUTHORIZING THE  
EXECUTION OF THE  
CERTIFICATIONS AND ASSURANCES  
FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM**

**WHEREAS**, the Riverside County Transportation Commission is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

**WHEREAS**, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

**WHEREAS**, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

**WHEREAS**, the Riverside County Transportation Commission wishes to delegate authorization to execute these documents and any amendments thereto to the Executive Director.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Riverside County Transportation Commission that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit projects.

**NOW THEREFORE, BE IT FURTHER RESOLVED** that the Executive Director be authorized to execute all required documents of the SGR program and any Amendments thereto with the California Department of Transportation.

Approved and adopted this 10<sup>th</sup> day of October, 2018.

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Dana W. Reed, Chair  
Riverside County Transportation Commission

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Lisa Mobley,  
Clerk of the Board



# **AGENDA ITEM 11**



<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>	
<b>DATE:</b>	September 24, 2018
<b>TO:</b>	Western Riverside County Programs and Projects Committee
<b>FROM:</b>	Brian Cunanan, Commuter and Motorist Assistance Manager
<b>THROUGH:</b>	Aaron Hake, External Affairs Director
<b>SUBJECT:</b>	VanClub Update – RCTC’s Ongoing Vanpool Subsidy Program

**STAFF RECOMMENDATION:**

This item is for the Committee to:

- 1) Receive and file a report on the public launch of the Commission’s ongoing vanpool subsidy program – VanClub; and
- 2) Forward to the Commission for final action.

**BACKGROUND INFORMATION:**

At its September 13, 2017 meeting, the Commission approved the development and implementation of a Western and Southern Riverside County ongoing vanpool subsidy program. The program, branded as “VanClub”, is funded for a three-year period through a combination of 2009 Measure A Western County Commuter Assistance and Mobile Source Air Pollution Reduction Review Committee funding.

The Commission contracted with two third-party leasing vendors (Enterprise Rideshare and the California Vanpool Authority, or CalVans) to provide 7 to 15-passenger vans and large sport utility vehicles to commuters traveling to and from their worksites. Approved vanpools receive up to \$400 per month from VanClub to offset the cost of their third-party vanpool lease, and in return, report their trip statistics and out of pockets costs to either the Commission or to CalVans. These statistics are reported each month to the Federal Transit Administration’s (FTA) National Transit Database (NTD), similar to other transit reporting. As a result of this statistical and ridership reporting, approximately two years later, the vanpool program will begin generating sufficient FTA Section 5307 funding return to the Commission to sustain the VanClub program indefinitely.

The VanClub program has made significant progress in a relatively short time frame. Since the Commission approval last September, staff has worked diligently to procure consultant services, develop program policies, procedures, and guidelines, develop an on-line program application and reporting system, develop outreach materials, promotional items, and marketing plan, and has coordinated the program launch with a variety of stakeholders. Vanpools that lease their vehicle through Enterprise Rideshare apply online and report their monthly trip statistics and costs into [VanClub.net](http://VanClub.net). The Commission staff and consultants review and approve the vanpool



applications, work directly with the vanpool groups and their leasing vendor, review their monthly reports and submit their statistics into the National Transit Database (NTD).

The CalVans program is completely turn-key, where CalVans staff approve vanpool applications, work directly with the vanpool groups, review monthly reports and input the monthly statistics directly into the NTD.

For the Enterprise Rideshare vanpools, a soft launch was instituted where known vanpools were invited to apply to [VanClub.net](http://VanClub.net) in a staggered approach over a three month period. This process began in mid-April, when 16 vanpools applied and began to receive their subsidy starting on May 1<sup>st</sup>. By June 1<sup>st</sup>, an additional 33 vanpools were approved and by the end of July, 62 vanpools have applied and have been approved for an ongoing VanClub subsidy. The Commission continues to work with an additional 17 vanpools and anticipates they will be transitioned into the program by the time this report is presented at the September Commission meeting.

To highlight the program's effectiveness, the June reporting from 49 vanpools demonstrates that a VanClub vanpool commutes on average 21 days each month, has a seating capacity of 7.2 seats (including the driver), carries for each trip an average of 4.8 passengers, pays a total monthly average lease cost of \$976 and receives an average VanClub subsidy of \$384 per month. Assuming the vanpool passengers would have driven alone if they were not in a vanpool, for the month of June, 184 vehicles were removed each day from the roadways, eliminating 300,000 miles of travel!

The CalVans program is dependent on the agricultural industry in Western Riverside County. Those vanpools traditionally are not formed until mid-summer. CalVans has 6 vanpools that are enrolled for the upcoming agricultural season, and anticipates an additional 10 vanpools enrolled in the CalVans program in this upcoming fiscal year as more farmers/growers become aware of the new VanClub subsidy program.

In addition to a short presentation to the Committee, at the conclusion of the September Commission meeting the Commissioners and guests are invited to step outside to look at vanpool vehicles to further celebrate the public launch of the Commission's newest program, VanClub.