



MEETING AGENDA

TIME/DATE: **12:00 P.M. / Thursday, January 31, 2019**

LOCATION: **Temecula Creek Inn
44501 Rainbow Canyon Road
Temecula, California**

COMMISSIONERS

Chair – Chuck Washington

Vice Chair – Ben J. Benoit

Second Vice Chair – Jan Harnik

Kevin Jeffries, County of Riverside, District 1
Karen Spiegel, County of Riverside, District 2
Chuck Washington, County of Riverside, District 3
V. Manuel Perez, County of Riverside, District 4
Jeff Hewitt, County of Riverside, District 5
Art Welch / Daniela Andrade, City of Banning
Lloyd White / Julio Martinez, City of Beaumont
Joseph DeConinck / Tim Wade, City of Blythe
Larry Smith / Jim Hyatt, City of Calimesa
Randall Bonner / Jeremy Smith, City of Canyon Lake
Greg Pettis / To Be Appointed, City of Cathedral City
Steven Hernandez / Megan Jacinto, City of Coachella
Wes Speake / Jim Steiner, City of Corona
Scott Matas / Russell Betts, City of Desert Hot Springs
Clint Lorimore / Todd Rigby, City of Eastvale
Linda Krupa / Russ Brown, City of Hemet
Dana Reed / To Be Appointed, City of Indian Wells

Waymond Fermon / Oscar Ortiz, City of Indio
Brian Berkson / Chris Barajas, City of Jurupa Valley
Kathleen Fitzpatrick / Robert Radi, City of La Quinta
Bob Magee / Natasha Johnson, City of Lake Elsinore
Bill Zimmerman / Dean Deines, City of Menifee
Victoria Baca / Carla Thornton, City of Moreno Valley
Scott Vinton / Randon Lane, City of Murrieta
Berwin Hanna / Ted Hoffman, City of Norco
Jan Harnik / Kathleen Kelly, City of Palm Desert
Lisa Middleton / Jon R. Roberts, City of Palm Springs
Michael M. Vargas / Rita Rogers, City of Perris
Ted Weill / Charles Townsend, City of Rancho Mirage
Rusty Bailey / Andy Melendrez, City of Riverside
Andrew Kotyuk / Russ Utz, City of San Jacinto
Michael S. Naggar / Matt Rahn, City of Temecula
Ben J. Benoit / Joseph Morabito, City of Wildomar
Janice Benton, Governor's Appointee Caltrans District 8

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

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

www.rctc.org

MEETING AGENDA

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

12:00 p.m.

Thursday, January 31, 2019

**Temecula Creek Inn
44501 Rainbow Canyon Road
Temecula, California**

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

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

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

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

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

6A. QUARTERLY SALES TAX ANALYSIS

Page 1

Overview

This item is for the Commission to receive and file the sales tax analysis for Quarter 2, 2018 (2Q 2018).

6B. AMENDMENT TO AGREEMENT FOR THE CONSTRUCTION MANAGEMENT SERVICES OF LA SIERRA PARKING LOT EXPANSION

Page 11

Overview

This item is for the Commission to:

- 1) Approve Agreement No. 16-24-080-02, Amendment No. 2 to Agreement No. 16-24-080-00, with S2 Engineering to provide additional construction management (CM), materials testing, and construction surveying services for the La Sierra Parking Lot Expansion project for an additional amount of \$90,000, and a total amount not to exceed \$838,000; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

6C. APPROVAL OF VARIOUS AGREEMENTS FOR THE INTERSTATE 215/PLACENTIA AVENUE INTERCHANGE PROJECT

Page 17

Overview

This item is for the Commission to:

- 1) Approve Agreement No. 19-31-049-00 with County of Riverside (County) and Southern California Regional Rail Authority (SCRRA) for construction and maintenance of the Interstate 215/Placentia Avenue Interchange Project (Project) in the amount of \$1,121,000;

- 2) Approve Cooperative Agreement No. 19-31-019-00 between the Commission and city of Perris (City) for enhanced landscaping and aesthetics;
- 3) Approve Cooperative Agreement No. 19-31-044-00 between the Commission and the City for storm drain improvements and the Commission's funding contribution for an amount not to exceed \$150,000;
- 4) Amend authorization for the Executive Director to execute utility agreements required for the Project for an additional amount of \$702,360, and a total amount not to exceed \$1,902,360;
- 5) Approve Agreement No. 19-31-055-00, a cooperative agreement between the Commission and Caltrans, that defines the roles and responsibilities for Project construction;
- 6) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
- 7) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute all future necessary non-funding interagency agreements on behalf of the Commission.

6D. QUARTERLY PUBLIC ENGAGEMENT METRICS REPORT, OCTOBER – DECEMBER 2018

Page 105

Overview

This item is for the Commission to receive and file the Quarterly Public Engagement Metrics Report for October – December 2018.

7. APPROVAL OF CALIFORNIA ENVIRONMENTAL QUALITY ACT RE-VALIDATION AND ADDENDUM AND AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES, MATERIALS TESTING, AND CONSTRUCTION SURVEYING FOR THE INTERSTATE 215/PLACENTIA AVENUE INTERCHANGE PROJECT

Page 110

Overview

This item is for the Commission to:

- 1) Adopt Resolution No. 19-002, "Resolution of the Riverside County Transportation Commission Adopting a Second 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 Project," related to the Interstate 215 (I-215)/Placentia Avenue Interchange Improvements Project (Project);
- 2) Award Agreement No. 18-31-148-00 to Vali Cooper & Associates, Inc. to perform construction management services, materials testing, and construction surveying for the Project in the amount of \$5,496,274, plus a contingency amount of \$549,627 for potential changes in scope, for a total amount not to exceed \$6,045,901;
- 3) Authorize the Executive Director, or designee, to approve the use of the contingency amount as may be required for the Project; and

- 4) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

8. LOCAL TRANSPORTATION FUND ADVANCE LOAN TO SUNLINE TRANSIT AGENCY

Page 165

Overview

This item is for the Commission to approve a loan to advance Local Transportation Funds (LTF) in the amount of \$4.5 million to SunLine Transit Agency (SunLine) under the condition the loan is repaid to the Commission within 14 days of receipt of Federal Transit Administration (FTA) Section 5307 funds.

9. CLOSED SESSION

9A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

Pursuant to Government Code Section 54956.9 (d)(1)
Case No(s). RIC 1409484 and 37-2018-00059425-CU-MC-CTL

10. COMMISSIONERS / EXECUTIVE DIRECTOR REPORT

Overview

This item provides the opportunity for the Commissioners and the Executive Director to report on attended meetings/conferences and any other items related to Commission activities.

11. ADJOURNMENT

AGENDA ITEM 6A

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	January 31, 2019
TO:	Riverside County Transportation Commission
FROM:	Michele Cisneros, Deputy Director of Finance
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Quarterly Sales Tax Analysis

STAFF RECOMMENDATION:

This item is for the Commission to receive and file the sales tax analysis for Quarter 2, 2018 (2Q 2018).

BACKGROUND INFORMATION:

At its December 2007 meeting, the Commission awarded an agreement with MuniServices, LLC (MuniServices), an Avenu Company, for quarterly sales tax reporting services plus additional fees contingent on additional sales tax revenues generated from the transactions and use tax (sales tax) audit services. As part of the recurring contracts process in June 2018, the Commission approved a five-year extension through June 30, 2023. The services performed under this agreement pertain to only the Measure A sales tax revenues.

Since the commencement of these services, MuniServices submitted audits, which reported findings, to the California Department of Tax and Fee Administration (CDTFA), as successor to the California State Board of Equalization, for review and determination of errors in sales tax reporting related to 819 businesses. Through 1Q 2018, the CDTFA approved 555 of these accounts for a cumulative sales tax recovery of \$9,116,330. Updated amounts for 2Q 2018 will be provided once received from MuniServices. If CDTFA concurs with the error(s) for the remaining claims, the Commission will receive additional revenues; however, the magnitude of the value of the remaining findings was not available. It is important to note that while the recoveries of additional revenues will be tangible, it will not be sufficient to alter the overall trend of sales tax revenues.

Additionally, MuniServices provided the Commission with the quarterly sales tax digest summary report for 2Q 2018. Most of the 2Q 2018 Measure A sales tax revenues were received in the third quarter of calendar year 2018, during July 2018 through September 2018, due to a lag in the sales tax calendar. The summary section of the 2Q 2018 report is attached and includes an overview of California's economic outlook, local results, historical cash collections analysis by quarter, top 25 sales/use tax contributors, historical sales tax amounts, annual sales tax by business category, and five-year economic trend for significant business category (general retail).

As reported to the Commission in November 2018, the CDTFA implemented a new automation system in May 2018 and encountered some issues that included delays in tax return processing. This included numerous sales tax returns for the first two quarters of calendar year 2018 unprocessed at the CDTFA. The CDTFA has been responsive and committed to resolving the issues and has completed the 1Q 2018 unprocessed sales tax returns and is making good progress on the 2Q 2018 and 3Q 2018 unprocessed sales tax returns. Staff continues to work closely with MuniServices to receive updates on the CDTFA unprocessed sales tax returns.

Taxable transactions for the top 25 contributors in Riverside County generated 23.6 percent of taxable sales for the benchmark year ended 2Q 2018, slightly higher than the 22.6 percent for the benchmark year ended 2Q 2017. The top 100 tax contributors generated 38.1 percent, slightly higher than the 36.6 percent for the benchmark year ended 2Q 2017.

In the Economic Category Analysis below, all six categories experienced new highs in the 2Q 2018 benchmark year compared to the prior eight benchmark years.

ECONOMIC CATEGORY ANALYSIS										
% of Total / % Change	RCTC	State Wide	Orange County	San Bernardino County	S.F. Bay Area	Sacramento Valley	Central Valley	South Coast	North Coast	Central Coast
General Retail	28.7 / 3.8	38.7 / 2.8	37.5 / 1.9	37.9 / 4.5	36.1 / 2.7	40.3 / 5.0	42.6 / 7.2	39.9 / 1.9	31.7 / 0.2	36.7 / -2.1
Food Products	17.0 / 4.4	19.5 / 5.0	18.5 / 3.1	14.0 / 7.3	20.6 / 4.6	16.5 / 5.9	24.5 / 9.6	20.8 / 4.9	18.4 / 1.5	30.4 / -1.8
Transportation	25.5 / 5.2	23.2 / 3.2	21.6 / 1.0	26.2 / 1.8	20.7 / 6.3	27.8 / 4.3	26.6 / 7.6	22.6 / 1.0	29.2 / 2.3	21.2 / 8.6
Construction	10.5 / 6.1	7.1 / 14.5	6.2 / 10.6	6.4 / 15.9	7.7 / 13.8	6.8 / 18.0	6.8 / 23.6	6.5 / 13.3	11.1 / 12.3	5.4 / 1.0
Business to Business	16.3 / 5.2	10.9 / 5.2	11.0 / 1.5	15.3 / 2.2	14.3 / 4.0	7.9 / 3.7	8.9 / 36.2	9.6 / 3.7	8.6 / 10.5	5.7 / -2.7
Miscellaneous	1.9 / 6.4	0.6 / 2.8	5.3 / 2.8	0.4 / -1.6	0.7 / 3.7	0.7 / -4.7	0.4 / 11.2	0.6 / 2.7	1.0 / 52.0	0.6 / 6.0
Total	100.0 / 4.8	100.0 / 4.4	100.0 / 2.5	100.0 / 4.5	100.0 / 4.9	100.0 / 5.7	100.0 / 11.0	100.0 / 3.2	100.0 / 3.8	100.0 / 0.4

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

An analysis of sales tax performance by quarter through 2Q 2018 is attached and illustrates fairly consistent cycles for sales tax performance for most of the economic categories since 4Q 2012.

For 9 of the top 10 segments (auto sales – new, restaurants, department stores, miscellaneous retail, service stations, building materials – wholesale, apparel stores, food markets, and light industry) during the eight benchmark year quarters, sales tax receipts reached a new high point. The segments represent 70.5 percent of the total sales tax receipts.

The top 10 segments represent 74.7 percent of the total sales tax receipts. For the other 21 segments representing 25.3 percent of the total sales tax receipts, 11 segments representing 16.6 percent of the total sales tax receipts reached new high points in the benchmark year 2Q 2018.

In the Economic Segments Analysis below, auto sales – new, restaurants, and department stores represent the largest segments for Riverside County, or 32.7 percent of the total sales tax receipts.

This is the 23rd consecutive quarter since 4Q 2008, that auto sales – new and department stores have been in the top three economic segments. Restaurants replaced service stations in the top three economic segments beginning in 4Q 2014. The service stations segments high occurred in 4Q 2012 and declined through 1Q 2017 due to lower fuel prices; the 2Q 2018 benchmark year quarter for service stations reflects an increase over the last eight benchmark year quarters for the first time since 2Q 2011 due to rising fuel prices.

ECONOMIC SEGMENT ANALYSIS										
	RCTC	State Wide	Orange County	San Bernardino County	S.F. Bay Area	Sacramento Valley	Central Valley	South Coast	North Coast	Central Coast
Largest Segment	Auto Sales - New	Misc Retail	Misc Retail	Misc Retail	Misc Retail	Misc Retail	Misc Retail	Misc Retail	Restaurants	Restaurants
% of Total / % Change	11.7 / 0.6	20.4 / 2.2	20.4 / 1.3	20.9 / 3.7	18.5 / 3.0	21.2 / 5.0	24.5 / 9.6	22.3 / 1.1	11.0 / -0.2	22.6 / -2.6
2nd Largest Segment	Restaurants	Restaurants	Restaurants	Restaurants	Restaurants	Auto Sales - New	Service Stations	Restaurants	Auto Sales - New	Misc. Retail
% of Total / % Change	11.5 / 3.6	14.7 / 3.8	14.5 / 1.8	10.2 / 5.7	15.4 / 4.4	13.7 / 1.7	10.3 / 13.1	16.3 / 3.4	10.7 / 2.0	16.7 / -1.3
3rd Largest Segment	Department Stores	Auto Sales - New	Auto Sales - New	Department Stores	Auto Sales - New	Restaurants	Department Stores	Auto Sales - New	Service Stations	Auto Sales - New
% of Total / % Change	9.5 / 1.1	11.3 / 1.7	10.8 / 0.0	9.5 / 7.5	11.5 / 5.9	11.7 / 4.4	11.0 / 2.9	11.2 / -0.8	10.0 / 7.6	10.5 / 14.4

During the review of the 2Q 2018 detailed report with MuniServices, information regarding sales tax comparison by city and change in economic segments (two highest gains and two highest losses) from 2Q 2017 to 2Q 2018 was provided and is attached.

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

Attachments:

- 1) Sales Tax Digest Summary 2Q 2018
- 2) Sales Tax Performance by Quarter 2Q 2018
- 3) Quarterly Sales Tax Comparison by City for 2Q 2017 to 2Q 2018

Riverside County Transportation Commission Sales Tax Digest Summary

Collections through September 2018 Sales through June 2018 (2018Q2)

CALIFORNIA'S ECONOMIC OUTLOOK

California sales tax receipts decreased by 1.1% over the same quarter from the previous year, with Northern California reporting a 0.1% increase compared to 2.0% for Southern California. Receipts for the RCTC decreased by 9.5% over the same periods. The decline was a non-economic decline resulting from the CDTFA's new system implementation and delays in processing sales tax returns.

- **California Unemployment Rate:** 4.2% in August and 4.1% in September, indicating it may be harder for employers to fill positions. (EDD)
- **Employment Forecast:** Total Employment for 2018, 2019 and 2020 is forecasted to grow by 1.7%, 1.8% and 0.8% respectively. (UCLA Anderson)
- **Retail Migrates to Online:** 15% of Retail Sales are now made online compared 9% in 2013. Amazon comprises 44% of those online retail sales. 75% of households with yearly income of \$100,000 or more have an Amazon Prime membership. (Kiplinger)
- **Holiday Spending:** Consumers are expected to spend 4.1% more than last year, each spending an average of \$1,007 this year. US Holiday Ecommerce Sales are expected to grow by 16.2% to \$123.4 billion. This growth in ecommerce will be driven by mobile commerce, which is expected to jump 32.6% and account for 44% of ecommerce holiday spending. (Mastercard)

LOCAL RESULTS

Net Cash Receipts Analysis

Local Collections	\$41,288,899
Share of County Pool 0.0%	0
Share of State Pool 0.0%	0
SBE Net Collections	41,288,899
Less: Amount Due County 0.0%	.00
Less: Cost of Administration	(500,220)
Net 2Q2018 Receipts	40,788,679
Net 2Q2017 Receipts	45,079,011
Actual Percentage Change	-9.5%

Business Activity Performance Analysis

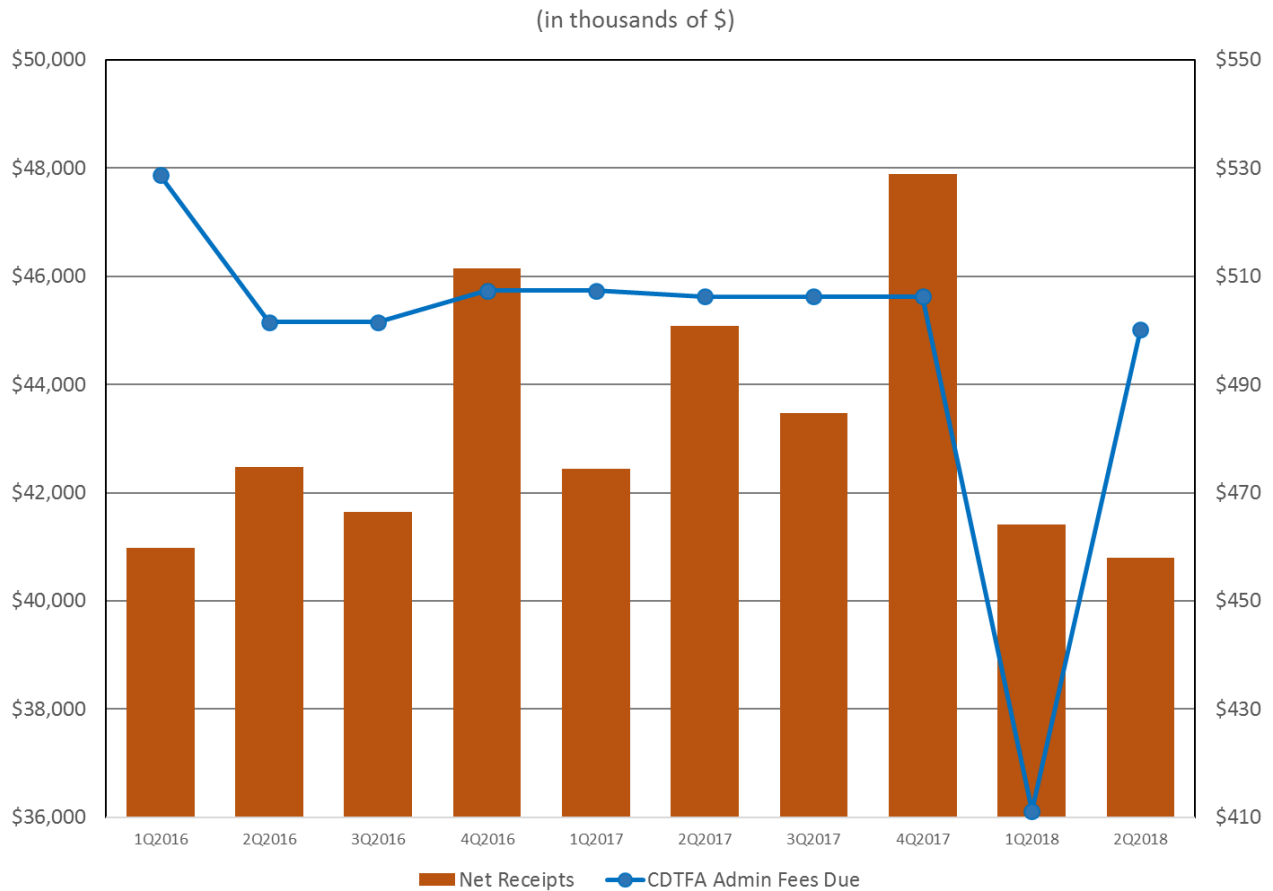
Local Collections – Economic Basis 2Q2018	\$46,852,686
Local Collections – Economic Basis 2Q2017	\$45,218,431
Quarter over Quarter Change	1,634,255
Quarter over Quarter Percentage Change	3.6%

Avenu Insights & Analytics' On-Going Audit Results

Total Recovered Year to Date

\$9,256,236

HISTORICAL CASH COLLECTIONS ANALYSIS BY QUARTER



TOP 25 SALES/USE TAX CONTRIBUTORS

The following list identifies RCTC's Top 25 Sales/Use Tax contributors. The list is in alphabetical order and represents sales from July 2017 to June 2018. The Top 25 Sales/Use Tax contributors generate 23.6% of RCTC's total sales and use tax revenue.

AMAZON.COM
 ARCO AM/PM MINI MARTS
 BEST BUY STORES
 CARMAX THE AUTO SUPERSTORE
 CHEVRON SERVICE STATIONS
 CIRCLE K FOOD STORES
 COSTCO WHOLESALE
 DEPT OF MOTOR VEHICLES
 FERGUSON ENTERPRISES
 FOOD 4 LESS
 HOME DEPOT

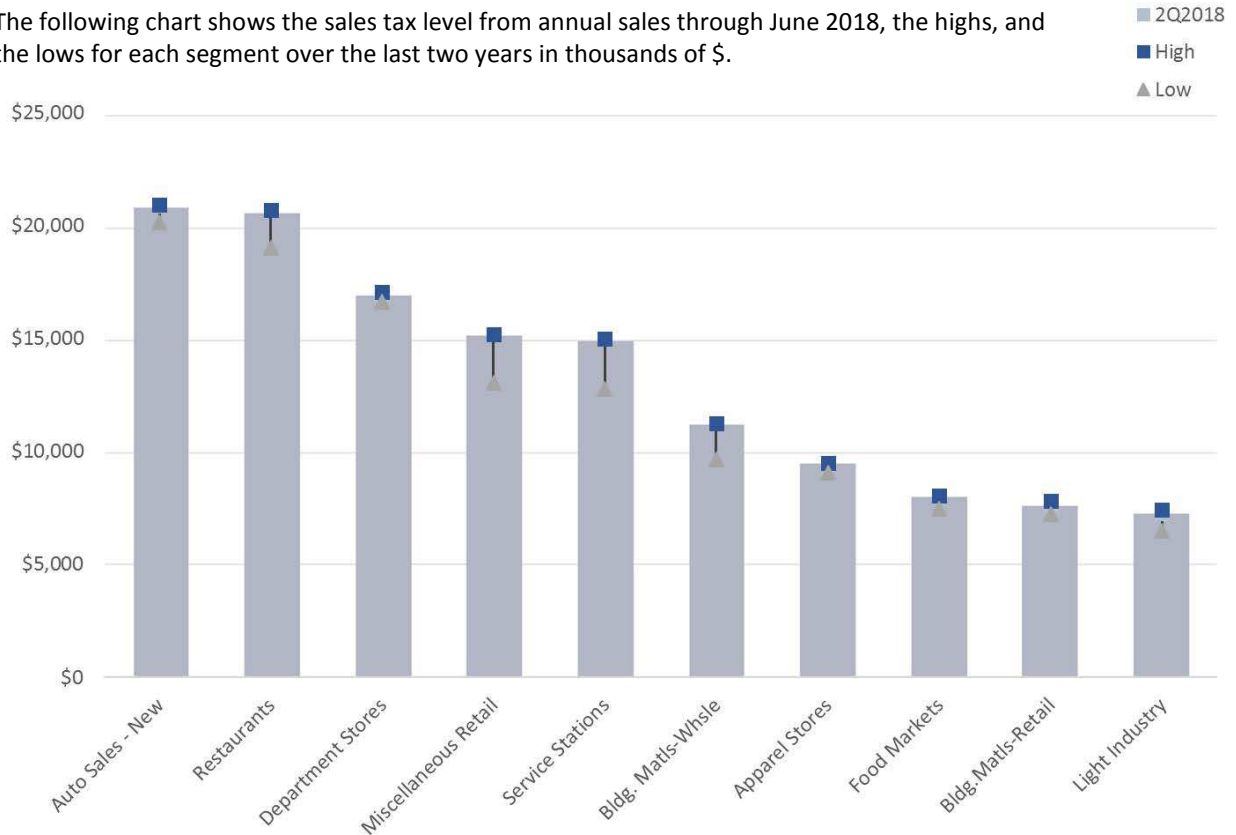
MACY'S DEPARTMENT STORE
 MCDONALD'S
 RALPH'S GROCERY COMPANY
 ROSS STORES
 SAM'S CLUB
 SHELL SERVICE STATIONS
 STATER BROS MARKETS
 TARGET STORES
 USA SERVICE STATIONS
 VERIZON WIRELESS
 WAL MART STORES

KOHL'S
LOWE'S HOME CENTERS

WALGREEN'S DRUG STORES

HISTORICAL SALES TAX AMOUNTS

The following chart shows the sales tax level from annual sales through June 2018, the highs, and the lows for each segment over the last two years in thousands of \$.

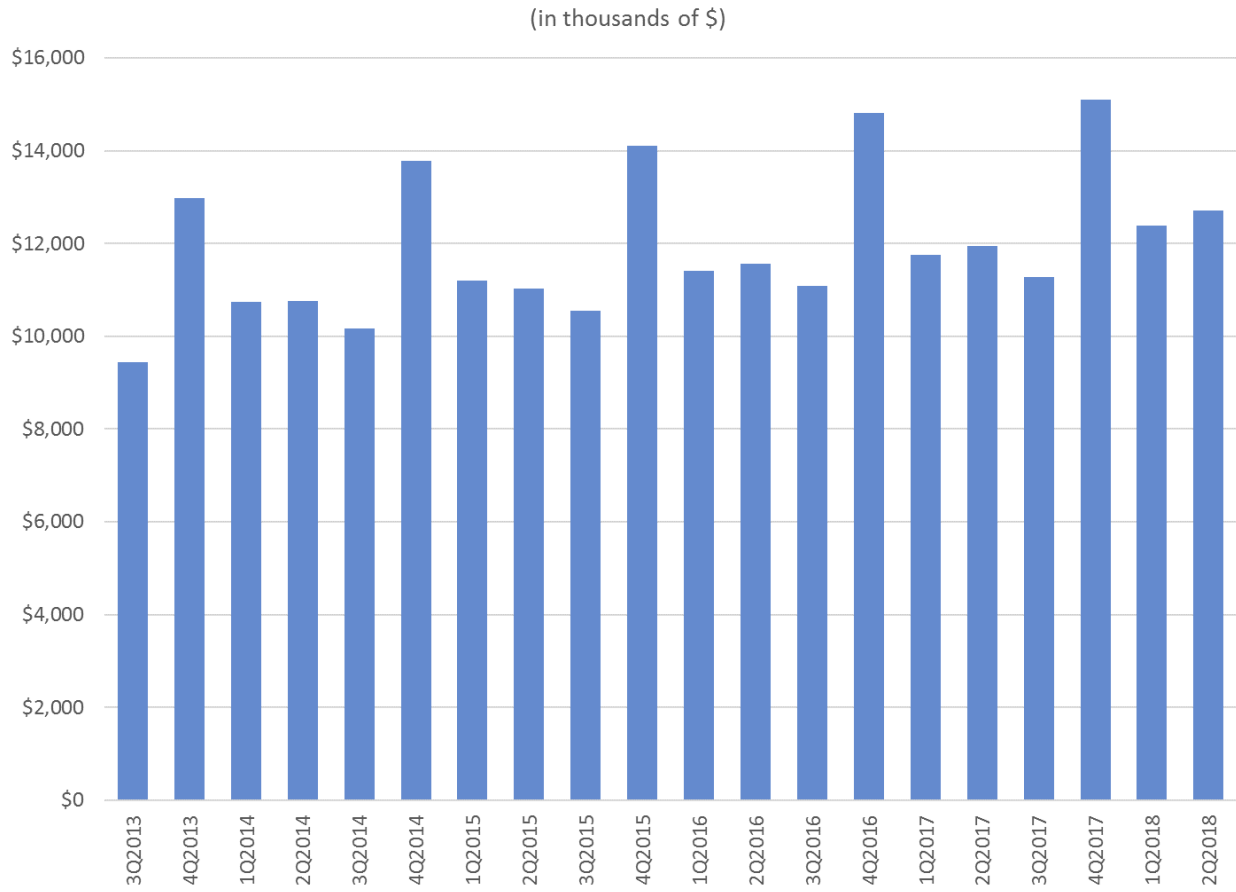


ANNUAL SALES TAX BY BUSINESS CATEGORY

(in thousands of \$)

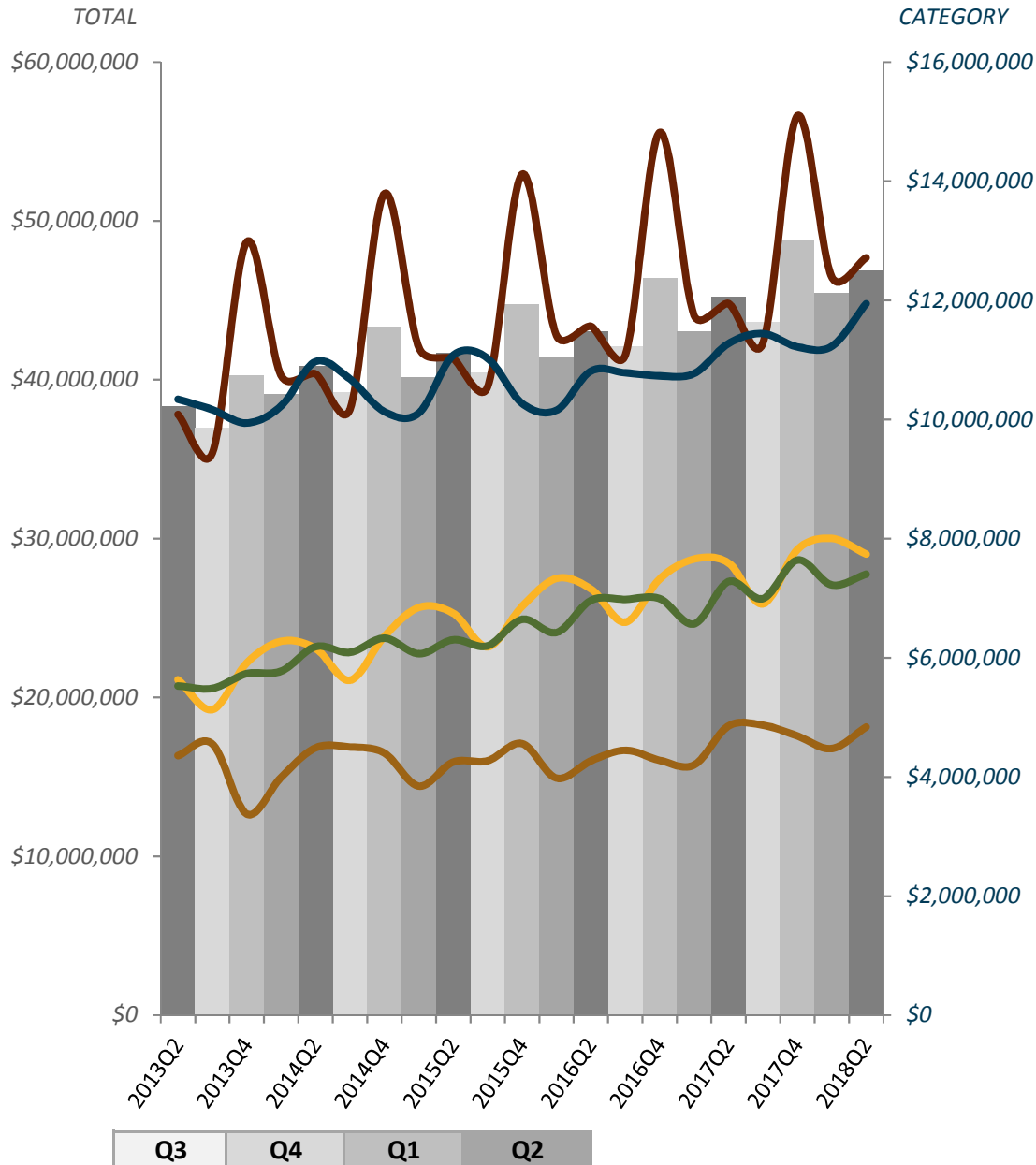


FIVE-YEAR ECONOMIC TREND: General Retail



TOTAL

Economic



TOTAL				
2018Q2	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$46,852,686	3.6%	\$1,634,255	4.5%	\$7,961,770

GENERAL RETAIL				
2018Q2	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$12,714,910	6.4%	\$768,361	3.8%	\$1,891,336
% of 2018Q2 Total:		27.1%		

FOOD PRODUCTS				
2018Q2	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$7,740,701	2.0%	\$148,192	4.4%	\$1,293,464
% of Total:		16.5%		

TRANSPORTATION				
2018Q2	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$11,943,212	5.9%	\$667,452	5.2%	\$2,271,414
% of Total:		25.5%		

CONSTRUCTION				
2018Q2	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$4,838,063	-0.4%	-\$18,073	6.1%	\$1,085,209
% of Total:		10.3%		

BUSINESS TO BUSINESS				
2018Q2	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$7,402,603	1.7%	\$122,952	5.2%	\$1,438,391
% of Total:		15.8%		

QoQ = 18Q2 / 17Q2

YoY = YE 18Q2 / YE 17Q2

	General Retail	Food Products	Transportation	Construction	B2B	Misc.	Apr - Jun 2018 (2018Q2)	Apr - Jun 2017 (2017Q2)	% Chg	Gain	Gain	Decline	Decline
RIVERSIDE COUNTY													
BANNING	15.7%	2.4%	18.9%	84.7%	26.9%	-0.1%	618,274	536,086	15.3%	Auto Sales - New	Misc. Vehicle Sales	Health & Government	Leasing
BEAUMONT	12.3%	3.1%	13.5%	0.2%	3.6%	-0.2%	1,153,737	1,066,229	8.2%	Department Stores	Misc. Vehicle Sales	Leasing	Light Industry
BLYTHE	14.2%	0.1%	0.1%	0.0%	1.8%	0.0%	396,654	383,644	3.4%	Drug Stores	Miscellaneous Retail	Furniture/Appliance	Auto Parts/Repair
CALIMESA	15.7%	4.2%	1.7%	22.9%	69.7%	-0.2%	192,053	180,804	6.2%	Miscellaneous Retail	Food Markets	Auto Parts/Repair	Leasing
CANYON LAKE	3.6%	12.4%	2.9%	-0.2%	46.8%	6.1%	63,134	57,263	10.3%	Restaurants	Light Industry	Heavy Industry	Auto Parts/Repair
CATHEDRAL CITY	2.8%	2.3%	4.7%	0.8%	3.4%	0.0%	2,077,985	2,000,831	3.9%	Auto Sales - New	Misc. Vehicle Sales	Auto Parts/Repair	Food Markets
COACHELLA	15.9%	21.0%	1.6%	7.9%	16.7%	-42.8%	883,250	800,855	10.3%	Restaurants	Food Markets	Auto Sales - Used	Heavy Industry
CORONA	1.6%	3.2%	4.1%	2.9%	101.1%	0.0%	10,011,293	9,440,775	6.0%	Heavy Industry	Department Stores	Restaurants	Bldg.Matls-Retail
DESERT HOT SPRINGS	0.8%	3.6%	12.9%	1.8%	3.1%	11.2%	398,278	375,316	6.1%	Service Stations	Restaurants	Department Stores	Bldg.Matls-Whsle
EASTVALE	3.1%	0.2%	0.0%	0.1%	11.6%	87.0%	1,959,903	1,910,190	2.6%	Department Stores	Office Equipment	Heavy Industry	Furniture/Appliance
HEMET	0.8%	0.9%	4.1%	0.1%	1.8%	49.1%	2,621,853	2,569,637	2.0%	Service Stations	Misc. Vehicle Sales	Restaurants	Auto Parts/Repair
INDIAN WELLS	15.6%	4.0%	0.0%	71.3%	49.0%	-27.4%	240,595	220,816	9.0%	Miscellaneous Retail	Restaurants	Miscellaneous Other	Bldg.Matls-Retail
INDIO	1.2%	3.8%	13.4%	0.0%	14.6%	0.0%	2,943,306	2,773,037	6.1%	Auto Sales - New	Restaurants	Bldg.Matls-Retail	Misc. Vehicle Sales
JURUPA VALLEY	3.1%	1.2%	2.1%	29.7%	12.9%	25.2%	2,603,619	2,478,431	5.1%	Leasing	Bldg.Matls-Whsle	Furniture/Appliance	Health & Government
LA QUINTA	5.3%	0.8%	12.1%	0.0%	8.1%	1.4%	2,017,063	1,928,409	4.6%	Department Stores	Auto Sales - New	Bldg.Matls-Retail	Auto Parts/Repair
LAKE ELSINORE	1.4%	1.2%	3.8%	1.8%	7.4%	12.1%	2,246,060	2,195,895	2.3%	Auto Sales - Used	Drug Stores	Restaurants	Bldg.Matls-Retail
MENIFEE	18.0%	1.3%	21.2%	0.5%	8.0%	12.6%	1,928,012	1,718,274	12.2%	Service Stations	Department Stores	Recreation Products	Bldg.Matls-Retail
MORENO VALLEY	1.0%	0.0%	5.0%	0.0%	6.9%	101.7%	4,293,973	4,208,176	2.0%	Auto Sales - New	Drug Stores	Miscellaneous Retail	Restaurants
MURRIETA	6.3%	7.9%	2.0%	2.4%	7.8%	87.7%	4,166,485	3,957,095	5.3%	Department Stores	Food Markets	Auto Parts/Repair	Misc. Vehicle Sales
NORCO	3.5%	3.2%	0.4%	232.1%	3.8%	189.4%	1,631,214	1,567,061	4.1%	Bldg.Matls-Whsle	Drug Stores	Business Services	Health & Government
PALM DESERT	6.3%	7.4%	41.5%	26.2%	-18.2%	2.5%	4,281,115	3,921,625	9.2%	Bldg.Matls-Whsle	Restaurants	Leasing	Health & Government
PALM SPRINGS	8.9%	-1.3%	4.8%	-5.7%	13.2%	4.7%	3,051,844	2,955,289	3.3%	Service Stations	Leasing	Bldg.Matls-Retail	Restaurants
PERRIS	28.1%	0.6%	0.0%	2.9%	16.2%	51.8%	4,165,446	3,551,619	17.3%	Furniture/Appliance	Miscellaneous Retail	Bldg.Matls-Retail	Misc. Vehicle Sales
RANCHO MIRAGE	6.4%	10.8%	6.9%	0.0%	23.0%	0.0%	1,298,848	1,203,125	8.0%	Restaurants	Miscellaneous Retail	Apparel Stores	Bldg.Matls-Retail
RIVERSIDE	1.8%	2.3%	1.1%	19.2%	1.0%	0.0%	14,287,723	13,930,478	2.6%	Bldg.Matls-Whsle	Department Stores	Apparel Stores	Miscellaneous Other
SAN JACINTO	4.3%	3.0%	0.2%	45.4%	12.2%	16.8%	676,319	653,999	3.4%	Drug Stores	Restaurants	Department Stores	Florist/Nursery
TEMECULA	2.2%	3.8%	0.8%	0.0%	1.6%	41.4%	8,282,543	8,131,018	1.9%	Food Markets	Department Stores	Heavy Industry	Recreation Products
WILDOMAR	14.0%	9.6%	4.6%	0.2%	102.9%	50.4%	427,071	389,480	9.7%	Restaurants	Drug Stores	Apparel Stores	Furniture/Appliance
RIVERSIDE COUNTY	5.9%	1.7%	3.6%	9.3%	10.8%	6.2%	6,940,674	6,600,768	5.1%	Miscellaneous Retail	Apparel Stores	Florist/Nursery	Health & Government

AGENDA ITEM 6B

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	January 31, 2019
TO:	Riverside County Transportation Commission
FROM:	Marlin Feenstra, Project Delivery Director Bryce Johnston, Capital Projects Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Amendment to Agreement for the Construction Management Services of La Sierra Parking Lot Expansion

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve Agreement No. 16-24-080-02, Amendment No. 2 to Agreement No. 16-24-080-00, with S2 Engineering to provide additional construction management (CM), materials testing, and construction surveying services for the La Sierra Parking Lot Expansion project for an additional amount of \$90,000, and a total amount not to exceed \$838,000; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

BACKGROUND INFORMATION:

The La Sierra Parking Lot Expansion project located in the city of Riverside expanded the existing parking lot at the La Sierra Station for both regional and commuter rail and bus passengers. It provides approximately 495 additional parking spaces, six bus bays for Riverside Transit Agency service, a new signalized access/driveway onto Indiana Avenue, landscaping, and a small storage building and restroom facility for the transit operators and station security personnel.

In January 2017, the Commission approved Agreement No. 16-24-080-00 with S-2 Engineering for CM services, material testing, and construction surveying services, for a total amount of \$598,400. In November 2018, Amendment No. 1 was executed under the Executive Director's single signature authority for an additional \$150,000 to increase total Commission authorization to \$748,000.

While construction is substantially complete, with only minor punch list items remaining, the construction management costs were higher than originally anticipated, due to a number of factors:

1. Changes and coordination for utility relocations with Riverside Public Utilities and AT&T;

2. Additional coordination with the city of Riverside for building revisions, Americans with Disabilities Act compliance, and traffic signal permits;
3. Additional change order work including additional fencing along Indiana Avenue to enclose the entire facility;
4. Coordination for closed circuit security camera system interfaces; and
5. Extension of the construction period by approximately four months for the above construction matters.

Staff has reviewed the estimate for the costs associated with the additional work required and determined that the additional amount of \$90,000 is fair and reasonable. Accordingly, staff recommends approval of Amendment No. 2 for an additional amount of \$90,000, and a total amount not to exceed \$838,000. Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) funds are available to cover this additional cost.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2018/19	Amount:	\$90,000
Source of Funds:	Proposition 1B PTMISEA			Budget Adjustment:	No
GL/Project Accounting No.:	653826 81302 00000 0000 265 33 81301				
Fiscal Procedures Approved:	<i>Theresa Trevino</i>			Date:	01/22/2019

Attachment: Agreement No. 16-24-080-02 (draft)

**AMENDMENT NO. 2 TO AGREEMENT WITH
S2 ENGINEERING INC.
FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE
LA SIERRA STATION PARKING LOT EXPANSION PROJECT**

1. PARTIES AND DATE

This Amendment No. 2 to the Agreement for Construction Management Services is made and entered into as of _____, 2019, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and S2 ENGINEERING, INC. ("Consultant"), a California corporation.

2. RECITALS

2.1 The Commission and Consultant have entered into that certain Professional Services Agreement for Construction Management Services, dated May 1, 2017, for the purpose of providing construction management services for the La Sierra Station Parking Lot Expansion Project (the "Master Agreement").

2.2 The Commission and Consultant have entered into Amendment No. 1, dated November 30, 2018, for the purpose of providing additional compensation to Consultant for continued construction management services.

2.3 The parties now desire to amend the Master Agreement in order to provide additional compensation to Consultant for continued construction management services, for the reasons identified in the attached Exhibit "A".

3. TERMS

3.1 The maximum compensation for Services performed pursuant to this Amendment No. 2 shall not exceed Ninety Thousand Dollars (\$90,000), as further detailed in Exhibit "A" attached to this Amendment and incorporated herein by reference.

3.2 The total contract value of the Master Agreement, as amended by this Amendment No. 2, shall be Eight Hundred Thirty-Six Thousand Four Hundred Thirty-Three Dollars (\$836,433).

- 3.3 Except as amended by this Amendment No. 2, all provisions of the Master Agreement, as amended by Amendment No. 1, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment.
- 3.4 This Amendment No. 2 shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.5 This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

**SIGNATURE PAGE
TO
AGREEMENT NO. 16-24-080-02**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

S2 ENGINEERING INC.

By: _____
Anne Mayer, Executive Director

By: _____
Signature

Name

Title

APPROVED AS TO FORM:

Attest:

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

By: _____
Its: _____

* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"

JUSTIFICATION FOR ADDITIONAL SERVICES AND COMPENSATION TERMS

[To be inserted behind this page]

AGENDA ITEM 6C

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	January 31, 2019
TO:	Riverside County Transportation Commission
FROM:	Alex Menor, Capital Projects Manager Marlin Feenstra, Project Delivery Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Approval of Various Agreements for the Interstate 215/Placentia Avenue Interchange Project

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve Agreement No. 19-31-049-00 with County of Riverside (County) and Southern California Regional Rail Authority (SCRRA) for construction and maintenance of the Interstate 215/Placentia Avenue Interchange Project (Project) in the amount of \$1,121,000;
- 2) Approve Cooperative Agreement No. 19-31-019-00 between the Commission and city of Perris (City) for enhanced landscaping and aesthetics;
- 3) Approve Cooperative Agreement No. 19-31-044-00 between the Commission and the City for storm drain improvements and the Commission’s funding contribution for an amount not to exceed \$150,000;
- 4) Amend authorization for the Executive Director to execute utility agreements required for the Project for an additional amount of \$702,360, and a total amount not to exceed \$1,902,360;
- 5) Approve Agreement No. 19-31-055-00, a cooperative agreement between the Commission and Caltrans, that defines the roles and responsibilities for Project construction;
- 6) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
- 7) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute all future necessary non-funding interagency agreements on behalf of the Commission.

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 a transportation facility that effectively and efficiently accommodates regional west-east movement of people, goods, and services between and through the cities of Perris and San Jacinto. The Project in the City (see Attachment 1 for project limits) is the first part of the MCP to proceed to construction.

In November 2016, the Commission awarded a contract to T.Y. Lin International (T.Y. Lin) to perform final engineering services and prepare plans, specifications, and cost estimate (PS&E) for the Project. The PS&E is anticipated to be completed by the end of June 2019 with construction to begin spring 2020. To ready the Project for construction, several construction-related agreements are required.

DISCUSSION:

SCRRA and County Construction and Management Agreement

SCRRA controls, administers, operates, and maintains the railroad track, track structures, signals, communication systems, and appurtenances on the rail line known as the Perris Valley Subdivision in the area traversed by Placentia Avenue. SCRRA will provide the Project with construction services consisting of track inspections, track work, flagging services, and mandatory railroad safety training to Commission, consultant, and contractor staff. The County maintains the existing Placentia Avenue Overhead Bridge over the SCRRA tracks, and Commission staff will be administering the Project construction. An agreement among the Commission, SCRRA, and County is required to define each agency's responsibilities for the planned work and maintenance after construction.

Staff recommends approval of Cooperative Agreement No. 19-31-049-00 among the Commission, County, and SCRRA stipulating the Commission will reimburse SCRRA for costs incurred on the Project for a not to exceed amount of \$1,121,000.

Enhanced Landscaping and Aesthetics Funding Agreement

The City desires to contribute \$1.5 million for enhanced landscaping and aesthetic features on the Project, in accordance with the Commission's policy. Therefore, staff recommends approval of Cooperative Agreement No. 19-31-019-00 between the Commission and City stipulating the City will contribute \$1.5 million for enhanced landscaping and aesthetics to be constructed as part of the commission's project.

Drainage Culvert Funding Contribution Agreement

The Project will include drainage basins that will hold peak storm water flows to reduce impact to downstream facilities. Ultimately, the MCP project will include storm drain facilities to handle all water runoff from the project and drain these basins; however, until the ultimate facilities are constructed, a small storm drain will be required to drain the basins. Staff coordinated with the City to include a 24-inch storm drain as part of the City's Placentia Avenue Widening Project to fill this need. The drainage culvert is estimated to cost \$225,000, and the Commission's share of this cost is \$150,000. The cost sharing is based on the estimated Project drainage flow, which is estimated to account for 2/3 of the storm drain usage, with the remaining 1/3 coming from runoff from the City streets.

Staff recommends approval of Cooperative Agreement No. 19-31-044-00 between the Commission and the City stipulating the Commission will contribute a maximum amount of \$150,000 toward the cost to install a 24-inch drainage culvert as part of the City's Placentia Avenue Widening Project between Indian Avenue and Perris Boulevard.

Utility Agreements

At its November 2016 meeting, the Commission authorized the Executive Director to execute utility agreements required for the Project in an amount not to exceed \$1.2 million. The Project has secured utility agreements from Southern California Edison, Southern California Gas and Eastern Municipal Water District for a total aggregate sum of \$1,729,418, plus a 10 percent contingency of \$172,942, for a total not to exceed amount of \$1,902,360. Staff recommends that the Commission amend its prior authorization for an additional amount of \$702,360 and a total amount not to exceed \$1,902,360 so that these agreements can be executed.

Caltrans Construction Cooperative Agreement

The Commission will be the implementing and responsible agency for administration of the construction contract with Caltrans providing quality assurance reviews (oversight) of the Project. Cooperative Agreement No. 19-31-055-00 between the Commission and Caltrans defines the roles and responsibilities.

Staff recommends approval of Cooperative Agreement No. 19-31-055-00 between the Commission and Caltrans to define the roles and responsibilities for the Project with the Commission providing Project funding of \$39,433,000 and Caltrans funding contribution from Senate Bill 1 Local Partnership Program funds of \$7,042,000. There is no direct cost related to this cooperative agreement.

Interagency Agreements

During the construction phase, communication and coordination will be key with Project stakeholders. Specifically, certain project stakeholders may be directly impacted by the Project. These impacts may require the Commission to obtain an agreement, secure a Project approval, or obtain a permit or license from a Project stakeholder. For these Project stakeholders, the Commission will be negotiating interagency agreements during the construction phase. Interagency agreements are anticipated with, but not limited, to the following agencies: United States Army Corps of Engineers, United States Fish and Wildlife Service, California Department of Fish and Wildlife, Riverside County Flood Control and Water Conservation Agency, Regional Water Quality Control Board, County of Riverside, and city of Perris. Staff seeks Commission authorization for the Chair or Executive Director to execute all future necessary non-funding interagency agreements on behalf of the Commission.

Financial Impact

The Project’s costs for SCRRRA construction services of \$1,121,000, the drainage culvert funding contribution of \$150,000, and utility relocation costs of \$1,902,360 aggregate to a total of \$3,173,360. These costs will be funded primarily with Transportation Uniform Mitigation Fee (TUMF)-Community Environmental Transportation Accessibility Process (CETAP) program funds and then 2009 Measure A Western County (WC) New Corridors Funds, to the extent required.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2018/19 FY 2019/20+	Amount:	\$300,000 \$2,873,360
Source of Funds:	TUMF-CETAP; 2009 Measure A WC New Corridors			Budget Adjustment:	No N/A
GLA No.:	002317 81302 00000 0000 261 31 81301			\$1,121,000	
	002317 81301 00000 0000 261 31 81301			\$150,000	
	002317 81402 00000 0000 261 31 81402			\$1,902,360	
Fiscal Procedures Approved:	<i>Theresa Trevino</i>			Date:	01/22/2019

Attachments:

- 1) MCP – I-215/Placentia Avenue Interchange Project Map
- 2) Draft Agreement No. 18-31-049-00 with SCRRRA and County
- 3) Draft Enhanced Landscaping and Aesthetics Contribution Cooperative Agreement No. 19-31-019-00
- 4) Draft Drainage Culvert Contribution Cooperative Agreement No. 19-31-044-00
- 5) Draft Caltrans Cooperative Agreement No. 19-31-055-00

MCP I-215/Placentia Avenue Interchange Project



Project Limits

11-14-2018 Final Draft SCRRA

CONSTRUCTION AND MAINTENANCE AGREEMENT

for

PLACENTIA AVENUE OVERHEADWIDENING

between

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA)

and RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Covering the CONSTRUCTION

and between

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA)

and COUNTY OF RIVERSIDE

Covering the future MAINTENANCE

at

SCRRA MP 80.23 – PERRIS VALLEY SUBDIVISION

DOT NO.: 027334L

CPUC NO.: 101PV-80.23-A

BRIDGE NO.: 56C-0450

in

RIVERSIDE COUNTY, CALIFORNIA

Construction and Maintenance Agreement
for
PLACENTIA AVENUE OVERHEAD WIDENING

CPUC No. 101PV-80.23-A

DOT No.: 027334L

MP PV-80.23 – PERRIS VALLEY SUBDIVISION

RIVERSIDE COUNTY, CALIFORNIA

This Construction and Maintenance Agreement ("AGREEMENT") is made and entered into as of the _____ day of _____, 20____, by and between the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY, a joint powers authority existing under the laws of the State of California (hereinafter referred to as "SCRRA"), to be addressed at 900 Wilshire Blvd., Suite 1500, Los Angeles, California 90017, the **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**, organized and existing under the laws of the State of California pursuant to California Public Utilities Code Section 130050 et seq. (hereinafter referred to as "COMMISSION"), to be addressed at Riverside County Transportation Commission, 4080 Lemon St., 3rd Floor, P.O. Box 12008 Riverside, California 92502, and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter referred to as COUNTY, to be addressed at County of Riverside, Transportation Department, 4080 Lemon Street, 8th Floor, P.O. Box 1090, Riverside, California 92502. Herein, SCRRA, COMMISSION, and COUNTY are collectively referred to as the "**PARTIES**".

RECITALS:

SCRRA is a five-county joint powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain, administer, and operate the "METROLINK" commuter train system on railroad rights-of-way

owned by the member agencies and through other shared use and joint operation agreements. The five-county member agencies are comprised of the following: Los Angeles County Metropolitan Transportation Authority (“LACMTA”), Ventura County Transportation Commission (“VCTC”), Orange County Transportation Authority (“OCTA”), San Bernardino County Transportation Authority (“SBCTA”), and COMMISSION.

SCRRA controls, administers, operates, and maintains the railroad track, structures, signals, communication systems, and appurtenances on the rail line known as the Perris Valley Subdivision in the area traversed by Placentia Avenue. SCRRA and the “Operating Railroads” [as used herein “Operating Railroads” means any passenger or freight-related railroad company(s) operating on SCRRA track(s), including the Burlington Northern Santa Fe (BNSF)] operate trains and rail equipment through this crossing location on right-of-way owned by COMMISSION, in accordance with Shared Use Agreements dated October 30, 1992, and the Agreement between SCRRA, its Member Agencies, and the Burlington Northern Santa Fe (BNSF) otherwise known as the “Intercity Agreement”.

SCRRA, COMMISSION and COUNTY are entering into this AGREEMENT to cover the PROJECT as described in **Article-2** of the AGREEMENT and as contained in the Exhibits attached hereto and made a part of this AGREEMENT.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by and between the PARTIES hereto as follows:

ARTICLE 1 - LIST OF EXHIBITS

The exhibits below are attached to and made a part of this AGREEMENT as if set forth in their entirety:

Exhibit A Standard Terms and Conditions

Exhibit B-1	Description of Project
Exhibit B-2	Railroad Location Print
Exhibit B-3	Project Plans
Exhibit B-4	Project Specifications
Exhibit C-1	License for CROSSING AREA (?)
Exhibit C-2	Plat and Legal Description of CROSSING AREA (?)
Exhibit D-1	COMMISSION Scope of Work and Estimate (COMMISSION WORK)
Exhibit D-2	SCRRA Scope of Work and Estimate (RAILROAD WORK)
Exhibit E	Funding Schedule
Exhibit F	CPUC Decision Granting Authority to Alter or Widen the Existing Grade-separated Highway-Rail Crossing

ARTICLE 2 – DESCRIPTION OF PROJECT

2.1 The COMMISSION desires to widen the existing eastbound overhead bridge on the southerly side a width of 37 feet 10.5 inches to 38 feet 1.5 inches (the “STRUCTURE”), along with associated roadway improvements and appurtenances (collectively "the PROJECT") that will carry vehicular traffic traversing on Placentia Street over SCRRA’s track(s) at Mile Post 80.23, on the Perris Valley Subdivision in the County of Riverside, California as described in **Exhibit B-1** and in accordance with **Exhibit A**. The general arrangement, plan, section and location of the STRUCTURE proposed by the COMMISSION are shown on the location print marked as **Exhibit B-2**. The detailed plan(s) of the STRUCTURE and PROJECT upon acceptance by COUNTY and SCRRA are to be included in this AGREEMENT and are collectively marked as **Exhibit B-3**. The PROJECT also includes appropriate protection to communication and signal lines and appurtenances, temporary track work, grading, preliminary and final design review, construction engineering, inspection, and contract preparation.

ARTICLE 3 – PLANS AND SPECIFICATIONS

3.1 The COMMISSION shall, at its sole cost and expense, prepare detailed Plans, Specifications, and Estimates (the “PS&E”) for the PROJECT. The COMMISSION shall comply with all COUNTY and SCRRA terms and conditions that are described in **Exhibits E-1** through and including **E-3**, all SCRRA Standards, Design and Construction Criteria and Guidelines and any other special guidelines that SCRRA may provide to the COMMISSION for this PROJECT for any work performed by COMMISSION or Contractor(s) for the COMMISSION.

3.2 The COMMISSION has worked with COUNTY and SCRRA throughout design development and shall furnish and submit copies of the 100% and Conformed Contract plans and specifications, along with the supporting calculations, to COUNTY and SCRRA prior to construction commencement, for the review and approval of COUNTY and SCRRA, insofar as the PROJECT affects the property, facilities, safety, operation, or interests of COUNTY and SCRRA.

3.3 The 100% PS&E shall include all appurtenances, associated drainage, shoring, sheeting, and excavations for foundations, bents or abutments, walls and box culvert replacement next to or adjacent to SCRRA’s tracks and, where applicable, all demolition and removal plans for any existing structures. The COMMISSION shall make its submittals sufficiently in advance of the final adoption of any element in the design to permit COUNTY and SCRRA a four (4) week period for review, and to communicate any recommendations or to make any requests for revisions in the PS&E where the interests of COUNTY and SCRRA are affected by the PROJECT.

3.4 The COMMISSION shall coordinate its designs with COUNTY and SCRRA designs for the RAILROAD WORK, utilities, and any other third parties affected by the PROJECT. The COMMISSION shall revise its PS&E as necessary, or upon notice by COUNTY and SCRRA, to provide adequate clearances, provide access for future maintenance, and provide for the proper location and functioning of signal and communication systems.

3.5 COUNTY and SCRRA will review the PS&E for general conformance with COUNTY and SCRRA standards and requirements. SCRRA will give COMMISSION final written approval of

the plans and specifications substantially in the form of **Exhibit B-5**. COUNTY will give COMMISSION final written approval of the plans and specifications, per COUNTY format. Upon the final written approval of the plans and specifications by COUNTY and SCRRA, said plans and specifications will become part of this AGREEMENT by reference. No changes in the final and approved PS&E may be made unless COUNTY and SCRRA has consented to the proposed changes in writing.

3.6 Approval by SCRRA shall mean only that the PS&E meet the standards of SCRRA, and such approval by SCRRA shall not be deemed to mean that the PS&E or construction is structurally sound and appropriate or that the PS&E meet applicable regulations, laws, statutes, local ordinances, building codes, or any combination thereof.

3.7 Approval by COUNTY shall mean only that the PS&E meet the standards of COUNTY, and such approval by COUNTY shall not be deemed to mean that the PS&E or construction is structurally sound and appropriate or that the PS&E meet applicable regulations, laws, statutes, local ordinances, building codes, or any combination thereof.

3.8 Upon completion of the PROJECT, the COMMISSION, at its sole cost and expense, shall furnish one half-size set of plans depicting the as-constructed condition of the PROJECT and appurtenances. In addition, the COMMISSION shall furnish one copy of the Specification and one copy of the structural calculations of any railroad owned or maintained structures. The COMMISSION shall furnish the drawings for COUNTY and SCRRA owned or maintained facilities and structures electronically in an editable Microstation or AutoCAD file format. In addition to the printed copies required above, the COMMISSION shall furnish a compact disc (CD) or a Digital Versatile Disc (DVD) containing all of the construction and contract documents in portable document format (PDF).

ARTICLE 4 –COUNTY and SCRRA REQUIREMENTS

4.1 The COMMISSION at its sole cost and expense, shall comply, and ensure that its employee(s), consultant(s), and contractor(s) comply, at all times when on the rail right-of-way, with the rules and regulations, as contained in the current editions of the following documents, which are otherwise known as “REFERENCES”, as incorporated in this document as if they were set full in this paragraph, and incorporated in this AGREEMENT by reference. These documents are described and can be accessed through SCRRA’s website www.metroinktrains.com, as the following:

- **Temporary Right-of-Entry agreement, SCRRA Form No. 6**
- **Rules and Requirements for Construction on Railway Property, SCRRA Form No. 37**
- **SCRRA Bridge and Tunnel Safety Management Policy**
- **General Safety Regulations for Third Party Construction and Maintenance Activity on SCRRA Member Agency Property**
- **Applicable SCRRA Engineering Standards, Criteria and Operational Guidelines**

4.2 The COMMISSION and all employee(s), consultant(s), and contractor(s) employed by the COMMISSION shall ensure compliance to the terms and conditions of this AGREEMENT for work specified in this Article. SCRRA requires all COMMISSION and COUNTY employee(s), consultant(s) and contractor(s) working on the PROJECT to attend the SCRRA Third Party Safety Training as a mandatory prerequisite to enter the railroad right-of-way and comply with the SCRRA Safety Rules while on railroad property.

4.3 The COMMISSION shall notify SCRRA’s Railroad Protective Services Contractor a minimum of three (3) weeks in advance of the daily Employee in Charge (EIC) requirements for each week. Each EIC shift shall comprise of 8 hours of support with a period of up to one hour either end of the shift solely for the purpose of establishing or taking down protection as required. EIC support shall be required at all times for any work within the railroad right-of-way or with the potential to foul the railroad.

4.4 SCRRA representatives may make inspections and conduct tests to judge the effectiveness of the safety training, and compliance with SCRRA requirements, in accordance with SCRRA’s Efficiency Testing Program, in compliance with 49 CFR 214 – Railroad Workplace Safety

Regulations and SCRRRA Third Party Work Rules. The COMMISSION's employee(s), consultant(s), and contractor(s) shall cooperate with SCRRRA, Federal, State and COUNTY representatives at all times. Disregard for, or failure to comply with, the requirements of 49 CFR 214 – Railroad Workplace Safety regulations, or SCRRRA third-party safety requirements, may result in the removal of an offending individual(s) from the SCRRRA Right-of-Way. Egregious or repeated disregard for any safety rule or requirement may result in the termination of the Right-of-Entry Agreement.

4.5 The COMMISSION will ensure that its Contractor fully protects the track and associated infrastructure beneath any demolition activities that may be required upon the existing bridge, from any potential concrete spillage, from CIDH piling arisings or other excavation arisings and to ensure that any work above the railroad is fully protected so as to ensure that there is no potential for materials or equipment to fall onto the right-of-way beneath. COMMISSION shall ensure that the contractor does not store materials or equipment upon the right-of-way in proximity of the track, that any material/equipment to be stored upon the right-of-way is first agreed with SCRRRA and is secured, that a clear access path for maintenance or emergency vehicles is maintained at all times adjacent to tracks and that activities do not generate excessive dust.

4.6 The COMMISSION and its consultants and contractors shall obtain a no cost encroachment permit from COUNTY for work performed in COUNTY right-of-way.

4.7 The COMMISSION will incorporate all requirements of this AGREEMENT into bid documentation and the construction contract with the Contractor pertaining to responsibilities of the contractor.

ARTICLE 5 – WORK AND ESTIMATE BY COMMISSION

5.1 The work to be performed by the COMMISSION is described in Exhibit D-1 – COMMISSION Scope of Work and Estimate, (hereinafter referred to as " COMMISSION WORK")

in the amount of Three Million Six Hundred Twenty Six thousand Seven Hundred Fifty Five Dollars and Zero Cents (\$3,626,000.00)

5.2 COMMISSION shall also make at its sole cost and expense any and all arrangements for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions, or public utilities other than COUNTY and SCRRA which may be necessary for the construction of the PROJECT.

5.3 The COMMISSION shall be at its sole cost and expense responsible for the removal of any and all contaminated or hazardous material within the limits of the PROJECT and the CROSSING AREA in accordance with applicable law or regulation.

5.4 The COMMISSION shall be responsible for all coordination, permits, licenses and agreements required by Utility Companies, Third Parties and Statutory Authorities for the construction and operation of the PROJECT.

5.5 The COUNTY is not responsible for cost sharing for the PROJECT.

ARTICLE 6 – WORK AND ESTIMATE BY SCRRA

6.1 The RAILROAD WORK to be performed by SCRRA, at the COMMISSION's sole cost and expense, is described in **Exhibit D-2** – SCRRA Scope of Work and Estimate, dated November 14th, 2018. SCRRA's estimated cost for SCRRA's RAILROAD WORK associated with the PROJECT is One Million, One Hundred and Twenty One Thousand Dollars and Zero Cents (\$1,121,000.00).

6.2 Completion of any designs necessary for the RAILROAD WORK portion of the PROJECT, and the acceptance of the estimate in **Exhibit D-2**, and the fifty (50%) percent deposit of any funds due to SCRRA, are conditions precedent to issuing the Notice to Proceed with the RAILROAD WORK.

6.3 Upon execution of this AGREEMENT, deposit fifty (50%) of the estimate contained in

Appendix D-2, RAILROAD WORK portion of the PROJECT cost or Five Hundred Sixty Thousand Five Hundred dollars and no cents (\$560,500.00), with SCRRA. When the actual cost and expenses incurred by SCRAA, including the estimate allocated overhead, reaches Five Hundred Thousand dollars (\$500,000.00), SCRRA shall notify COMMISSION in writing and the COMMISSION shall deposit the remaining balance of the estimated RAILROAD WORK within 30 days of such notification. Should the amounts on deposit be depleted before the RAILROAD WORK are completed, SCRRA may stop work and will not commence until COMMISSION next deposit is received.

6.4 SCRRA shall provide a Project Manager to support the PROJECT, attend progress meetings, review work plans and schedules where the scope has the potential to affect SCRRA operations or at the COMMISSION's request, provide an overview of construction progress, ensure railroad operational safety and compliance with SCRRA standards and procedures, support inspections and final walk-through and to generally provide coordination between SCRRA, the COMMISSION and the COMMISSION's contractor.

6.5 SCRRA shall provide support services and coordination, including support of its track and signal contractors, to facilitate the initial removal of a track panel and final replacement, testing and return of track to service within a full track closure weekend work window to facilitate installation of a box culvert to replace the existing drainage system beneath the tracks by COMMISSION's contractor

6.6 SCRRA shall provide a track inspector as necessary to monitor and ensure integrity of track structure during adjacent piling activities.

6.7 The COUNTY is not responsible for cost sharing of the PROJECT.

ARTICLE 7 – CONSTRUCTION BY COMMISSION

7.1 COMMISSION shall furnish, or cause to be furnished, all labor, materials, tools equipment, and superintendence for the performance of the COMMISSION WORK for which the

COMMISSION is responsible. The COMMISSION shall also provide a full-time resident engineer with experience in highway-railroad grade separation projects on the site of the work during construction. The resident engineer must be an engineer licensed in the State of California, and must have the authority to provide direction to the Contractor or Contractors employed by the COMMISSION, and to commit the agency within a reasonable scope of authority. SCRRA, at the cost and expense of the COMMISSION, may retain an inspector or engineer to make periodic reviews of the work insofar as the interests of SCRRA are affected. The COUNTY, at COUNTY's cost, may make periodic reviews of the work insofar as the interest of COUNTY are affected. Resident engineer shall coordinate the Contractor's work schedule and progress with the SCRRA PM to provide advance notifications of work window requirements, upcoming activities and to ensure that the work does not impact SCRRA or freight railroad operations.

7.2 COMMISSION must supervise and inspect the operations of all Contractors employed by the COMMISSION to assure compliance with the plans and specifications approved by COUNTY and SCRRA, the terms of this AGREEMENT and all safety requirements of COUNTY and SCRRA. If COUNTY/SCRRA determines that proper supervision and inspection is not being performed by COMMISSION personnel at any time during construction of the PROJECT, COUNTY/SCRRA has the right to stop construction within or adjacent to its operating right-of-way. Construction of the PROJECT, within or adjacent to the COUNTY/SCRRA right-of-way, will not proceed until COMMISSION corrects the objectionable condition or activity to the reasonable satisfaction of COUNTY/SCRRA. If COUNTY/SCRRA believes that the condition or activity is not being corrected in an expeditious manner, COUNTY/SCRRA will immediately notify COMMISSION, and COMMISSION agrees to institute appropriate corrective action.

7.3 The COMMISSION shall incorporate the requirements of **Exhibits A and E-1** through and including **E-3** into each prime contract for construction of the PROJECT. The COMMISSION shall exercise its authority as a party to any contract for construction into which it enters, to ensure that its Contractor conforms with the requirements described in **Exhibits A and E-1** through and including **E-3**, and to avoid delay or damage to COUNTY and SCRRA operations, right-of-way, property, or other facilities, or the operations, property or facilities of others occupying or using

SCRRA right-of-way. All work done by the COMMISSION, or its Contractor(s), on the right-of-way of SCRRA shall be done in a manner satisfactory to COUNTY and SCRRA.

7.4 SCRRA and COMMISSION shall establish mutually agreeable work windows for the PROJECT prior to advertising the PROJECT for bid. Currently there is no commuter or freight service through the project area at the weekend and so absolute forty-eight (48) hour work windows are potentially available for both tracks. Should there be any requirement for train operations through the area at the weekend, then work will be limited to a window on one track only to allow train movement under “Form B” protection upon the other track. Weekday working will require provision of “Form B” protection. All work pertaining to lifting/installing bridge girders, CIDH casings or reinforcement cages, erection of falsework or any work over the tracks with the potential for materials or equipment to fall and foul the track shall be undertaken in night or weekend windows. Installation of a box culvert beneath the tracks to replace the existing drainage system must be undertaken during a weekend window with full track closure. COMMISSION shall ensure that its contractor(s) coordinate and comply with EIC directions at all times, standing down and securing any equipment while a train passes by. To facilitate scheduling for the PROJECT, COMMISSION shall require its Contractor or Contractors to give SCRRA’s representative forty-five (45) days advance notice of the proposed times and dates for any absolute work windows to which SCRRA has agreed in principle. Should, due to train operations or service obligations or other reasons provided in this AGREEMENT, it become impracticable to provide the work window on the dates established, SCRRA will provide the work window at the next reasonable available opportunity. SCRRA shall not be responsible for any additional costs and expenses resulting from a change in work windows.

7.5 The COMMISSION shall furnish copies of the Contractor-furnished submittals listed in **Exhibit E-2** to SCRRA for review and approval prior to proceeding with the work covered by the submittal. Upon approval of the COMMISSION, the Contractor(s) may make the submittals directly to SCRRA at the address provided in this AGREEMENT. SCRRA shall be allowed twenty (20) working days to complete its review of any submittals.

7.6 COMMISSION must advise the SCRRA Director of Engineering and Construction in writing, of the completion date of the PROJECT within thirty (30) days after such completion date. Additionally, COMMISSION must notify SCRRA's Director of Engineering and Construction in writing, of the date on which COMMISSION and its Contractor(s) will meet with SCRRA for the purpose of making final acceptance of the PROJECT. COMMISSION shall ensure that any outstanding defects, omissions, site clean-up and removal of materials/equipment with the potential to affect Railroad operations are immediately addressed to SCRRA's satisfaction.

7.7 COMMISSION must advise the COUNTY Director of Transportation in writing, of the completion date of the PROJECT within thirty (30) days after such completion date. Additionally, COMMISSION must notify COUNTY's Director of Transportation in writing, of the date on which COMMISSION and its Contractor(s) will meet with COUNTY for the purpose of making final acceptance of the PROJECT. COMMISSION shall ensure that any outstanding defects, omissions, site clean-up and removal of materials/equipment with the potential to affect COUNTY operations are immediately addressed to COUNTY's satisfaction.

ARTICLE 8 – SHOOFLY CONSTRUCTION (NOT USED)

ARTICLE 9 – TRACK STABILIZATION PERIOD (NOT USED)

ARTICLE 10 – DISTRIBUTION OF COSTS

10.1 The sources of funding for the PROJECT include state and local funds, attached hereto as **Exhibit E**. The COMMISSION and SCRRA each agree to conform to all contracts, expenses and invoicing for this PROJECT to meet the requirements of the funding contracts and agreements attached to this AGREEMENT as **Exhibit E**. SCRRA acknowledges that certain funding is contingent upon execution of this AGREEMENT. The COMMISSION shall furnish SCRRA copies of any funding contracts or agreements into which the COMMISSION enters after the date of this AGREEMENT.

10.2 The current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this AGREEMENT by reference, and construction work by the COMMISSION and Contractor(s) shall be performed, and any reimbursement to SCRRA for work it performs, shall be made in accordance with the Federal Aid Policy Guide. If there is no corresponding closure of an existing grade crossing as part of the PROJECT as provided in 23 CFR 646.210(b)(2), the PROJECT is of no ascertainable benefit to SCRRA and SCRRA shall not be obligated to pay or contribute to any PROJECT costs.

10.3 Notwithstanding any provision of 23 CFR 210, or funding contract or agreement, the COMMISSION agrees to assume, in accordance with 23 CFR 210 (d), all responsibility for any and all share of the cost for which SCRRA might otherwise be responsible. SCRRA shall not, in any event, be required to commit its own revenue or that of its member agencies to the PROJECT.

ARTICLE 11 – PAYMENT FOR SCRRA WORK

11.1 Upon the execution of this AGREEMENT, the COMMISSION shall deposit fifty percent (50%) of the amount of the estimate contained in **Exhibit D-2 – SCRRA Scope of Work and Estimate with SCRRA (RAILROAD WORK)**. If at any time, the actual cost, including the estimated allocated overhead, exceeds eighty percent (80%) of the amount deposited by the COMMISSION, SCRRA may, in its sole discretion, revise its estimates of the amount of RAILROAD WORK remaining, and the COMMISSION shall deposit any additional amounts in excess of the original deposit with SCRRA.

11.2 SCRRA will submit quarterly statements of costs incurred by SCRRA for review by the COMMISSION. The COMMISSION shall review the statement for conformance with the applicable provisions of 48 CFR 31 or the requirements of the funding agreements contained in **Exhibit E** within Seven (7) business days and provide SCRRA with written approval, comments and/or objections in writing.

11.3 Until SCRRA receives formal approval of its overhead rates, an estimated allocated overhead rate will be provided for cost estimation and budgeting purposes. SCRRA will invoice utilizing this estimated allocated overhead rate until the Federal Transit Administration, SCRRA's cognizant audit Agency, has approved the final rate at the completion of its audit, at which time SCRRA will reconcile all previous invoices and make adjustments where appropriate. Upon completion of the PROJECT, and after the SCRRA overhead rate for each period covering the construction of the PROJECT is approved by the cognizant audit Agency, SCRRA will send the COMMISSION a detailed statement of final costs, segregated as to labor and materials for each item in the recapitulation shown on **Exhibit D-2**.

11.4 SCRRA, if it so elects, may recalculate and update the Estimate as contained in **Exhibit D-2** submitted to the COMMISSION in the event the COMMISSION does not commence construction on the portion of the PROJECT located on the right-of-way of SCRRA within six (6) months from the date of the Estimate.

11.5 COMMISSION acknowledges that the Estimate as contained in **Exhibit D-2** does include an estimate of the flagging or other protective service costs provided by SCRRA that are to be paid by COMMISSION in connection with the PROJECT.

11.6 COMMISSION acknowledges that by entering into this AGREEMENT, SCRRA will provide services and accommodations to promote the public interest in the PROJECT without profit or other economic benefit. Notwithstanding the amount of any estimate provided by SCRRA, the COMMISSION agrees to reimburse SCRRA for one hundred percent (100%) of all actual costs incurred by SCRRA in connection with the PROJECT including, but not limited to, actual costs of engineering review, coordination, construction inspection, flagging or other protective service, procurement of materials, equipment rental, manpower and deliveries to the job site and all of the normal and customary additives applicable to SCRRA (which shall include direct and indirect overhead costs) associated therewith.

ARTICLE 12 -- PERMIT TO CONSTRUCT STRUCTURE

12.2 The COMMISSION shall obtain, including license for CROSSING AREA, EXHIBIT C-1, any necessary easements or licenses, on, over, or under the real property necessary to permit the permanent location and use of the improvements comprising the PROJECT.

ARTICLE 13 - CONTRACTOR'S RIGHT OF ENTRY PERMIT AND INSURANCE

13.1 Entry onto the SCRRA right-of-way by the COMMISSION or its Contractor(s) shall at all times be subject to the then-current requirements for entering the SCRRA right-of-way and the SCRRA procedures and requirements for securing railway flagging or other protective services.

13.2 Entry onto the COUNTY right-of-way by the COMMISSION or its Contractor(s) shall at all times be subject to the then-current requirements for entering the COUNTY right-of-way. Cost for permit shall be a no cost to COMMISSION, its Consultant(s) and Contractor(s).

13.3 The COMMISSION shall incorporate the provisions set forth in **Exhibits A** and **Exhibit E-2** through and including **Exhibit E-3**, into each contract for construction of the PROJECT. The COMMISSION shall further require that each of its Contractors comply with the requirements set forth in **Exhibits A** and **Exhibit E-2** through and including **Exhibits E-3**, to this AGREEMENT.

13.4 If the COMMISSION retains a Contractor(s) to perform any work involving the PROJECT (including initial construction and any subsequent relocation or maintenance and repair work), the COMMISSION shall require the Contractor(s) to:

- a) Execute SCRRA "Form 6 – Right -of -Entry Agreement" or similar form of agreement as adopted by SCRRA at the time that any future work is performed without modification. A copy of Form 6 as currently adopted by SCRRA is included with AGREEMENT as **Exhibit E-3**.
- b) Furnish and provide the bonds, insurance policies, certificates, binders, endorsements or combinations thereof in accordance with the insurance requirements accompanying

SCRRA "Form 6 – Right –of-Entry Agreement" and as described in **Exhibit E-3**.

- c) Furnish all SCRRA administrative and railroad protection service costs associated with provision of the right-of-entry agreement and the contractor's safe execution of the work
- d) Furnish and provide the bonds, insurance policies, certificates, binders, endorsements or combinations thereof in accordance with the insurance requirements of COUNTY.

13.5 The COMMISSION shall not allow any Contractor or Contractors to commence any work in the CROSSING AREA or on any other portion of the SCRRA right-of-way until the contractor or contractors have provided the required insurance and the right-of-entry is approved and signed by SCRRA.

13.6 The COMMISSION shall not allow any Contractor(s) or consultants(s) to commence any work in and portion of COUNTY right-of-way until contractor(s) or consultant(s) have provided required insurance and the right-of entry is approved by COUNTY.

13.7 All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Christos Sourmelis
Coordinator, Right-of-Way
2558 Supply Street Building A, Pomona, California 91767
Email: sourmelisc@scrra.net
Phone: (909) 392-8463
SCRRA File No. G0000938
SCRRA Project No. 860967

13.8 The COMMISSION may not self-insure any portion of the insurance coverage for work performed by the employees of the COMMISSION without the prior approval of SCRRA.

13.9 Under no circumstances will personnel, equipment, or material of a Contractor or the

COMMISSION be allowed on the SCRRA right-of-way without providing the insurance required by this article and arranging for flagging or other protective services.

ARTICLE 14 - MAINTENANCE OF COMPLETED STRUCTURE

14.1 SCRRA will accept, own, and maintain, at its sole cost and expense, the following portions of the PROJECT:

- a) The railroad roadbed, ballast, track and appurtenances;
- b) The railroad signal and communication facilities and appurtenances;
- c) The railroad maintenance roads located on the railroad right-of-way and on the railroad side of access gates;
- d) The railroad drainage structures;
- e) Other facilities to which SCRRA accepts title whether constructed by COMMISSION or SCRRA.

14.2 COUNTY OF RIVERSIDE(COUNTY) will own and maintain, at its sole cost and expense, the following portions of the PROJECT:

- a) The bridge superstructure, bridge seats, bearings, and bearing areas;
- b) The bridge abutments, piers, backwalls, wingwalls, and connecting retaining walls;
- c) The roadway including the roadway approaches and curbs, gutters, sidewalks and appurtenances thereto;
- d) The overpass and approach lighting;
- e) The roadway drainage structures, storm drain laterals, and collecting storm drains;
- f) The access roadways and gates necessary to reach SCRRA right-of-way; the roadway signage and striping;
- g) The railings and appurtenances for protection or benefit of vehicles and pedestrians;
- h) All other work constructed by the PROJECT excepting that for which SCRRA is responsible under this AGREEMENT or pursuant to law or regulation.

14.3 If the COUNTY elects to paint the bridge superstructure as part of the PROJECT, the

COUNTY shall keep the bridge girders and superstructure painted as part of its maintenance obligations.

14.4 The COUNTY shall keep the underside of the STRUCTURE, those portions of the STRUCTURE visible from the roadway and tracks, and surrounding areas reasonably clean and free from birds, pigeons, scavengers, vermin, creatures, and other animals. The COUNTY shall keep the underside and all portions of the PROJECT free of graffiti.

14.5 The COMMISSION shall trim, mow, prune, remove, or otherwise control all vegetation within COMMISSION right-of-way, including that which may encroach within the SCRRA right-of-way from twenty feet (20 ft) from the center line of the tracks to the right-of-way.

ARTICLE 15 – EFFECTIVE DATE; TERM AND TERMINATION.

15.1 This AGREEMENT shall become effective as of the date signed by SCRRA and shall continue in full force and effect for as long as the STRUCTURE remains within the Crossing Area.

15.2 In the event the COMMISSION does not commence construction on the portion of the PROJECT located on the SCRRA CROSSING AREA within twelve (12) months of the EFFECTIVE DATE of the AGREEMENT, SCRRA may, if it so elects, terminate this AGREEMENT effective upon delivery of thirty (30) written notice to the COMMISSION.

15.3 SCRRA may suspend its performance, under this AGREEMENT, if it becomes impracticable to proceed because of the lack of funding or restrictions on the distribution of funds.

15.4 If the AGREEMENT is terminated or suspended as provided above, or for any other reason, the COMMISSION shall pay to SCRRA all actual costs incurred by SCRRA or its Contractor(s) in connection with the PROJECT up to the date of termination or suspension, including, without limitation, all actual costs incurred by SCRRA, including allocated overhead in connection with

reviewing any preliminary or final PROJECT PS&E.

ARTICLE 16 - CONDITIONS PRECEDENT TO START OF WORK

16.1 Neither the COMMISSION nor any Contractor(s) retained by the COMMISSION may commence any work within the Crossing Area or on any other SCRRA managed property until:

- a) SCRRA, COMMISSION, and COUNTY have executed this AGREEMENT.
- b) SCRRA has provided to the COMMISSION, SCRRA's written approval of the PS&E.
- c) COUNTY has provided to the COMMISSION, COUNTY written approval of the PS&E.
- d) Each Contractor(s) has executed SCRRA "Form No. 6 - Temporary Right-of-Entry Agreement" and has obtained and provided to SCRRA the insurance policies, certificates, binders, endorsements, or a combination thereof set forth in the "Form 6 – Temporary Right-of- Entry Agreement. Should the prime contractor elect to provide insurance and indemnification for all of its subcontractors then only the prime contractor shall obtain the Form No. 6 Right-of-Entry Agreement.
- e) Each Contractor(s) and Consultant(s) has executed a COUNTY right-of entry permit.
- f) All required sums for payment of SCRRA engineering support and protective services have been deposited with SCRRA.

ARTICLE 17 - INDEMNIFICATION

17.1 Neither SCRRA, nor the Operating Railroads, nor any of SCRRA's board members, member

agencies, officers, agents, volunteers, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COMMISSION and COUNTY under or in connection with any aspect of the PROJECT, COMMISSION WORK, authority or obligation agreed to by the COMMISSION under this AGREEMENT. COMMISSION and COUNTY shall indemnify, defend and hold harmless SCRRA, any Operating Railroads, as identified by SCRRA, as well as their respective board members, member agencies, officers, agents, volunteers, contractors, and employees (“SCRRA Indemnitees”) from any and all liability, loss, expense (including reasonable attorneys’ fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the SCRRA Indemnitees arising out of or connected with any negligent acts or omissions on the part of COMMISSION or COUNTY, its council, officers, agents, contractors, or employees under or in connection with any aspect of the PROJECT, COMMISSION WORK, authority or obligation agreed to by the COMMISSION under this AGREEMENT. This indemnity shall survive completion of the PROJECT, COMMISSION WORK, RAILROAD WORK and termination of this AGREEMENT.

17.2 Neither COMMISSION, nor its council, officers, agents, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SCRRA or Riverside County Transportation Department under or in connection with any RAILROAD WORK, work, authority or obligation agreed to by SCRRA and COUNTY under this AGREEMENT. SCRRA and COUNTY shall indemnify, defend and hold harmless COMMISSION, as well as their respective council, officers, agents, contractors, and employees (“COMMISSION Indemnitees”) from any and all liability, loss, expense (including reasonable attorneys’ fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the COMMISSION Indemnitees arising out of or connected with any negligent acts or omissions on the part of SCRRA or COUNTY, its board members, officers, agents, volunteers, contractors or employees under or in connection with any aspect of the RAILROAD WORK, work, authority or obligation agreed to by SCRRA and COUNTY under this

AGREEMENT. This indemnity shall survive completion of the PROJECT, COMMISSION WORK, RAILROAD WORK and termination of this AGREEMENT.

17.3 Neither the COUNTY, nor its board, officers, agents, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SCRRA or the COMMISSION under or in connection with any RAILROAD WORK, work, authority or obligation agreed to by SCRRA and COMMISSION under this AGREEMENT. SCRRA and COMMISSION shall indemnify, defend and hold harmless the COUNTY, as well as their respective board, officers, agents, contractors, and employees (“COUNTY Indemnitees”) from any and all liability, loss, expense (including reasonable attorneys’ fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the SCRRA and COMMISSION Indemnitees arising out of or connected with any negligent acts or omissions on the part of SCRRA and COMMISSION, its board members, officers, agents, volunteers, contractors or employees under or in connection with any aspect of the RAILROAD WORK, work, authority or obligation agreed to by SCRRA under this AGREEMENT. This indemnity shall survive completion of the PROJECT, COMMISSION WORK, RAILROAD WORK and termination of this AGREEMENT.

17.4 In contemplation of the provisions of Government Code §895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being PARTIES to an agreement, as defined in Government Code §895, each of the PARTIES hereto, pursuant to the authorization contained in Government Code §895.4 and §895.6, will assume the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of §895.2 of such code. To achieve this purpose, each other agrees to indemnify and hold harmless each other for any cost or expense that may be imposed upon each other solely by virtue of said §895.2. The provisions of Civil Code §2778 are made a part hereof as if incorporated herein.

ARTICLE 18 -GENERAL PROVISIONS

18.1 This AGREEMENT shall continue in force and effect unless otherwise provided herein, until mutual termination by the PARTIES or the elimination or removal of the grade separation (overpass), whichever occurs first. The covenants and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of COUNTY, COMMISSION, and SCRRA.

18.2 This AGREEMENT may be modified or amended only in writing. All modifications, amendments, changes and revisions of this AGREEMENT, in whole or part and from time to time, shall be binding upon the PARTIES, so long as the same shall be in writing and executed by the COUNTY, COMMISSION and SCRRA.

18.3 This AGREEMENT and the exhibits attached hereto contain the entire understanding between the PARTIES and supersede any prior written or oral understanding and agreement between them regarding the subject matter of this AGREEMENT. There are no representations, agreements, arrangements or understandings, oral or written, between the PARTIES relating to the subject matter of this AGREEMENT, which are not fully expressed herein.

18.4 The PARTIES to the AGREEMENT shall maintain all records associated with the PROJECT for the period of three (3) years from the date of the final invoice in accordance with 23 CFR 645. If funding is provided by State and FHWA, under Section 130, the books pertaining to the work shall be open to inspection and audit by representatives of the State and FHWA for three years after FHWA payment of final invoice. Furthermore, each party shall make all records available for audit by SCRRA, or COMMISSION, or State, or Federal auditors, or all or any combination. All audits are to be performed in accordance with audit principles and standards as set forth in 48 CFR, Chapter 1, Part 31.

18.5 In addition to the specific provisions of this AGREEMENT, the delay in performance by any party hereunder shall not be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; weather; fires; casualties; accidents; emergencies; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; Federally-mandated inspections and maintenance; and/or any other causes

beyond the control or without the fault of the party claiming an extension of time for any such cause. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of commencement of the cause. If, however, notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the period shall commence to run only 30 days prior to the giving of such notice.

18.6 The execution and delivery of this AGREEMENT by each party and the consummation of the transactions contemplated hereby are within the power of each party and have been duly authorized by all necessary actions of each respective party.

18.7 In the event any part of this AGREEMENT is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such part shall be deemed severed from the remainder of the AGREEMENT and the balance of the AGREEMENT shall remain in effect.

18.8 This AGREEMENT shall be construed and interpreted under the laws of the State of California.

18.9 The article and section headings in this AGREEMENT are for convenience only and shall not be used in its interpretation or considered part of this AGREEMENT.

18.10 Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed to have been given when in the ordinary course it would be delivered. The representatives of the PARTIES who are primarily responsible for the administration of this AGREEMENT, and to whom notices, demands and communications shall be given, are as follows:

To COMMISSION	To SCRRA
Mr. Alex Menor Capital Project Manager	Mr. Justin Fornelli, P.E. Director of Engineering & Construction
Riverside County Transportation Commission	Southern California Regional Rail Authority

4080 Lemon Street	2558 Supply Street, Bldg. A
Riverside, CA 92502	Pomona, CA 91767
amenor@rctc.org	fornellij@scerra.net
951-787-7970	(949) 212-9779

To COUNTY	
Ms. Cathy Wampler Engineering Project Manager	
County of Riverside - Transportation Department	
3525 14 th Street	
Riverside, CA 92501	
cwampler@rivco.org	
951-955-6803	

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be duly executed in by their duly qualified and authorized officials.

**SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY**

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: _____

Ronnie Campbell
Interim Chief Executive Officer

By: _____

XXXX

XXXX

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

Don O. Del Rio
General Counsel and Interim Chief
Executive Officer

By: _____

XXX

XXX

Date: _____

Date: _____

COUNTY OF RIVERSIDE

Approved by the
BOARD OF SUPERVISORS

By: _____
CHUCK WASHINGTON
Chairman of the Board

Date: _____

Recommended for approval:

By: _____
PATRICIA ROMO
Director of Transportation

Date: _____

ATTEST:

By: _____
KECIA HARPER-IHEM

Clerk of the Board (SEAL)

Date: _____

Approved as to Form:
GREGORY P. PRIAMOS
County Counsel

By: _____
KRISTINE BELL-VALDEZ

Supervising Deputy County Counsel

Date: _____

Exhibit B-1

To Construction and Maintenance Agreement
for
PLACENTIA STREET OVERHEAD WIDENING

Description of Project

Placentia Street Overhead Widening - Project Description

Riverside County Transportation Commission (RCTC) proposes to construct a new interchange along Interstate 215 (I-215) at Placentia Avenue/Street in the City of Perris and the County of Riverside. Placentia Avenue/Street is a primary arterial running eastbound-westbound and crosses I-215 with an existing bridge structure but no interchange currently exists. Since the new interchange ramps are adjacent to the railroad, the improvements will require widening of the existing bridge, Placentia Street Overhead (OH), over the Southern California Regional Rail Authority (SCRRA) tracks.

The existing Placentia Street OH was constructed in 1994 and is a 3-span, 3'-3" deep structure that is approximately 125'-0" long. The project will widen the bridge by approximately 38'-2" to the south.

The Placentia Street OH will carry four traffic lanes (two in each direction), bike lanes, sidewalk on the north side, and an equestrian trail on the new widened south side. All the existing concrete barriers will be replaced and meet SCRRA requirements.

The proposed bridge widening will have a vertical clearance of 22'-4", which will match the existing vertical clearance being maintained with the project. This does not meet the CPUC General Order (GO) 26-D minimum vertical clearance of 22'-6" and the SCRRA minimum vertical clearance of 24'-0". This variance has been documented by SCRRA, and approval will be dependent upon approval by the CPUC. The minimum horizontal clearance of 9'-6.5" from track centerline is in compliance and will not require a variance.

END EXHIBIT B-1

Exhibit D-1

To Construction and Maintenance Agreement
for
PLACENTIA STREET OVERHEAD WIDENING

Cover Sheet for Cost Estimate
for Work within Railroad Property

I-215/Placentia Avenue Interchange Project

ENGINEER'S ESTIMATE OF PROBABLE COST (PRELIMINARY)

Work within Railroad Property Only

BID ITEM CONTRACT COST

ROADWAY ITEMS	\$570,000
STRUCTURE ITEMS	\$2,297,000
TOTAL BID ITEMS	\$2,867,000
CONTINGENCIES (10%)	\$286,700
SUBTOTAL	\$3,153,700
CONSTRUCTION SUPPORT (15%)	\$473,055
<hr/>	
TOTAL PROJECT COSTS (WITHIN RAILROAD)	\$3,626,755

END EXHIBIT D-1

Exhibit D-2

To Construction and Maintenance Agreement
for
PLACENTIA STREET OVERHEAD WIDENING
SCRRA Scope of Work and Estimate
(RAILROAD WORK)

	Months	Hours/month	Hourly rate (fully burdened)	Total (\$)
A) SCRRRA Staff & Consultants				
Project Manager	27	20	\$250	135,000.00
Inspector	20	20	\$150	60,000.00
Admin/Contracts/ Miscellaneous	24	8	\$250	48,000.00
B) SCRRRA Contractors				
Track				LS 50,000.00
Signal/Comms				LS 8,000.00
Flagging	20	22 shifts	\$1,750/shift	770,000.00
RWP Training	20	2 classes	\$1,000/class	40,000.00
Cable Marking	20		\$500	10,000.00
				\$1,121,000.00

Notes:

- 1) Project construction schedule assumed to be 24 months with additional 3 months close-out.
- 2) Construction directly affecting Metrolink operations/infrastructure assumed to be 20 months
- 3) Track contractor to undertake track removal and replacement for new culvert construction
- 4) Signal/Comms to support track panel replacement and fiber line protection
- 5) The cost of the SCRRRA services shown is an estimate only and RCTC will reimburse SCRRRA on the basis of actual costs and expenses
- 6) RCTC shall reimburse SCRRRA the actual costs and expenses incurred by its contractors and consultants for all services and work performed in connection with this project, including an allocated overhead representing SCRRRA's costs for administration and management

DRAFT

RCTC Agreement No.: 19-31-019-00

**COOPERATIVE AGREEMENT
BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND
THE CITY OF PERRIS**

**FOR INSTALLATION OF CITY REQUESTED ENHANCED LANDSCAPING
AS PART OF THE I-215 PLACENTIA AVENUE INTERCHANGE**

This Cooperative Agreement (“Cooperative Agreement”) is made and entered into this ____ day of _____, 2019 by and between the Riverside County Transportation Commission (“RCTC”) and the City of Perris (“CITY”). RCTC and the CITY are sometimes referred to herein individually as “Party”, and collectively as “Parties”.

RECITALS

WHEREAS, RCTC is undertaking the Mid County Parkway project (“MCP”), which includes improvements to the I-215 Placentia Avenue Interchange (“Placentia IC”).

WHEREAS, the Placentia IC project includes a certain level of aesthetics and landscaping features, estimated at 3.5% of the construction cost of the Placentia IC project.

WHEREAS, the CITY desires to contribute an additional \$1.5 million to fund enhanced Placentia IC project aesthetic improvements and landscaping to be included in the Placentia IC work in the CITY.

WHEREAS, the “Project” as that term is used in this Cooperative Agreement shall mean and refer to the installation of the enhanced aesthetics and landscaping in the CITY, and related improvements necessary for the installation of the aesthetics and landscaping, as further detailed in Exhibit “A” and “B”.

WHEREAS, it is the intent of the Parties to enter into this Cooperative Agreement to establish and coordinate the responsibilities of the Parties with respect to the Project, as further set forth herein.

WHEREAS, pursuant to the terms of this Cooperative Agreement, RCTC shall complete the Project utilizing the same consultants and construction contractor (“Contractor”) selected for completion of the Placentia IC project.

WHEREAS, the Parties acknowledge that RCTC has or shall fully comply with the California Environmental Quality Act (CEQA) and all other applicable laws, as a precondition to construction of the Project.

WHEREAS, the Placentia IC and the Project are also subject to a cooperative agreement entered into between RCTC and the California Department of Transportation (“Caltrans”). The Project shall be deemed complete upon Caltrans approval in accordance with said cooperative agreement (“Caltrans contract acceptance”).

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by RCTC and the CITY as follows:

TERMS

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

2. Term. This Cooperative Agreement shall be effective as of the date first set forth above, and shall continue in effect until the Project is accepted by the CITY (“Term”).

3. Agreement to Cooperate. The Parties agree to mutually cooperate in order to help ensure that the Project is successfully completed with minimum impact to both Parties, and the public.

3.1 The scope of work for the Project is attached to this Cooperative Agreement as Exhibit “A” and “B”.

4. Obligations of the CITY.

4.1 CITY Review of Lowest Responsible Bid.

a. CITY shall be provided a copy of the lowest responsible, responsive bid, as determined by RCTC.

b. In the event the lowest responsible bidder's construction contract bid for the Project is greater than RCTC and CITY's funding commitments for the Project, as set forth herein, RCTC and CITY shall meet and determine a course of action to proceed. If CITY and RCTC do not agree in writing on a course of action within fifteen (15) days, RCTC may reduce the level of landscaping and aesthetics so that the cost of such improvements are within the Project funding commitment of \$2,900,000 (“Total Project Budget”).

4.2 CITY Deposit of Funds to RCTC for the Project.

a. The CITY shall deposit with RCTC in increments of Two Hundred Fifty Thousand Dollars (\$250,000) of the CITY's share of Project costs to be incurred under this Cooperative Agreement in an amount not to exceed \$1,500,000.00 in accordance with the cost allocation set forth in Exhibit “C”, attached hereto and incorporated herein by this reference, and with the provisions below (“City Total Contribution”) for the sole purpose of carrying out the Project.

b. After commencement of Project work and CITY'S initial deposit is depleted, RCTC shall submit to the CITY an invoice for an additional Two Hundred Fifty Thousand Dollars (\$250,000) of CITY'S share of the Project cost in an amount not to exceed \$1,500,000.00 in accordance with the cost allocation set forth in Exhibit C. The invoice shall include a detail line-item charges for all necessary and actual expenses relating to the Project work that is chargeable to the CITY that encumbered the CITY's deposited funds, pursuant to this Cooperative Agreement.

c. CITY shall independently review each deposit invoice submitted by RCTC to determine whether the Project work performed and expenses incurred are in compliance with the provisions of this Cooperative Agreement. Upon request of CITY, RCTC shall provide the CITY with such records and information evidencing the costs shown on the deposit invoice submitted to the CITY. Except as to any charges for work performed or expenses incurred by RCTC which are disputed by CITY, CITY will use its best efforts to have the requested funds deposited with RCTC within forty-five (45) days of receipt of RCTC's deposit invoice; however, RCTC acknowledges and agrees that due to CITY warrant run procedures, the CITY cannot guarantee that payment will occur within this time period. Review and payment by CITY for any deposit invoice provided by RCTC shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

4.3 The Parties agree that the dollar amounts set forth in Exhibit "C" are estimates. RCTC shall timely inform the CITY if the actual costs are anticipated to exceed the CITY Total Contribution. If the CITY agrees to fund actual costs in excess of the City Total Contribution, the Parties shall execute an amendment to this Agreement, and the attached Exhibit "C" to reflect such additional funding, and the CITY shall timely deposit the additional funding amount when invoiced by RCTC. If the CITY does not agree to fund actual Project costs in excess of the CITY Total Contribution, RCTC shall have the right to reduce the level of Project improvements so that the Project remains within the Total Project Budget. This provision shall apply to the initial bid for the Project, and to any change order work related to the Project that may arise during construction.

4.4 After RCTC opening of construction contract bids, the CITY shall deposit the Two Hundred Fifty Thousand Dollars (\$250,000) of the CITY Total Contribution within thirty (30) days receipt of deposit invoice from RCTC.

4.5 The CITY may provide a CITY oversight engineer or other CITY staff to oversee the Project work during plan preparation and construction, at its own cost.

4.6 The CITY shall process any required CITY encroachment permits required for the Project at no cost to RCTC or the Contractor, provided that RCTC or the Contractor, as the case may be, submits a complete application for such encroachment permits consistent with CITY's requirements. The determination on whether the application is complete and whether an encroachment permit may be issued shall be made by the CITY in its sole and absolute discretion pursuant to its municipal code, policies, procedures, and any other applicable law.

4.7 The CITY shall timely review design plans for the Project, and provide any approvals or comments within thirty (30) days of receipt of the plans. If the CITY fails to provide any comments or its approval within said time period, RCTC shall provide notice to the Planning Manager and City Engineer of the CITY that the design plans shall be deemed approved by the CITY if no comments are received within an additional 15 days. The CITY shall inspect the Project upon written notice of completion of the work by RCTC to the CITY, and shall provide approval or identify any punch list work within fifteen (15) days.

4.8 Following the CITY's approval of the Project's completion of punch list work and Caltrans contract acceptance of the Project, the CITY shall be solely responsible and liable for the operation, maintenance and use of, including all subsequent public use of, the Project, at no cost or expense to RCTC.

4.9 Following approval of this Cooperative Agreement, the CITY shall seek to enter into any necessary agreements with Caltrans and County for maintenance and operations and use of, including all subsequent public use of, the Project, at no cost or expense to RCTC. However, RCTC shall cooperate, coordinate, and assist the CITY in seeking to enter into the necessary agreements with Caltrans and the County for maintenance and operations and use of, including all subsequent public use of, the Project.

4.10 Following Caltrans contract acceptance of the Project, the CITY shall be responsible for obtaining an encroachment permit from Caltrans and County to perform any necessary landscaping maintenance work within Caltrans and County right of way in relation to the Project.

5. Obligations of RCTC

5.1 RCTC shall be responsible for providing all services to complete the Project, as identified in Exhibit "A" and Exhibit "B", or as reasonably necessary for Project completion. Such services include, but are not limited to, construction management and inspections of the Project until the Project is accepted by Caltrans. RCTC shall utilize its Placentia IC design consultant in order to prepare Plans, Specifications and Estimates for enhanced aesthetics and landscaping at the I-215/Placentia Avenue interchange based on the design requirements of Caltrans and the CITY, as depicted in Exhibit "A", Conceptual Landscaping Plan and Exhibit "B" Conceptual Aesthetic Plan.

5.2 RCTC shall be responsible for the process of selecting the Contractor in compliance with all applicable local, state and federal laws;

5.3 RCTC shall be responsible for obtaining all applicable environmental clearances and permits necessary to complete the Project.

5.4 RCTC's share of the Project cost shall not exceed \$1,400,000 ("RCTC Total Contribution"). In carrying out the Project, Project costs shall be paid in equal shares out of the City Total Contribution and the RCTC Total Contribution.

5.5 The City Total Contribution in Exhibit "C" shall not be modified without the express prior written approval of the CITY. RCTC acknowledges and agrees that, unless otherwise provided pursuant to a written amendment to this Cooperative Agreement, the CITY's financial contribution to the Project under this Cooperative Agreement shall not exceed the City's Total Contribution and that the City Total Contribution shall only be used for the Project.

5.6 RCTC shall provide the CITY an opportunity to review and approve all design documents for the Project prior to finalization of such design document for the Project for public bidding purposes. Additionally, RCTC shall also provide the CITY an opportunity to review and approve any changes to such design documents due any necessary change orders occurring after commencement of work for the Project.

5.7 RCTC shall provide the CITY an opportunity to inspect the Project work during construction at CITY cost.

5.8 In the event the CITY and RCTC are in disagreement with a design standard or construction method for installation of aesthetics and landscaping, CITY standards shall prevail for Project improvements in CITY right of way and STATE standards shall prevail for Project Improvements in STATE right of way.

5.9 RCTC shall obtain or shall require the Contractor to obtain all required permits and approvals for all Project work.

5.10 As between RCTC and the CITY, RCTC shall be responsible for construction inspection of the Project work to ensure conformance with the construction contract. RCTC shall allow CITY staff access to the Project site, upon reasonable notice, to perform observation of any Project improvements. CITY inspectors shall communicate any construction deficiencies during construction, including a final punch list, to RCTC for completion.

5.11 RCTC shall assign any warranties for the Contractor's work on the Project to the CITY upon Caltrans contract acceptance of the Project.

6. For the period during which RCTC or the Contractor controls the Project job site, RCTC shall require that the Contractor provide, for the entire period of construction, insurance consistent with RCTC's standard requirements, which conform to the Caltrans Standard Specifications. RCTC shall require that the CITY be included as an additional insured under such policies.

7. Dispute Resolution. Unless otherwise specified herein, the Parties shall submit any unresolved dispute to RCTC's Executive Director and the CITY's City Engineer for negotiation. The Executive Director and the City Engineer agree to undertake good faith attempts to resolve said dispute, claim, or controversy within ten (10) calendar days after the receipt of written notice from the Party alleging that a dispute, claim or controversy exists. The Parties additionally agree to cooperate with the other Party in scheduling negotiation sessions. However, if said matter is not resolved within thirty (30) calendar days after conducting the first negotiating session, either Party may,

but is not required to, request that the matter be submitted to further dispute resolution procedures, as may be agreed upon by the Parties.

8. Legal Action. If a matter is not resolved within thirty (30) calendar days after the first negotiating session between the Executive Director and the City Engineer, unless otherwise agreed upon in writing by the Parties, either Party may proceed with any other remedy available in law or in equity.

9. Indemnification.

9.1 RCTC shall indemnify, defend and hold the CITY, its directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of RCTC, its officials, officers, employees, agents, consultants or contractors in the performance of RCTC's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

9.2 The CITY shall indemnify, defend and hold RCTC, its directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of the CITY, its officials, officers, employees, agents, consultants or contractors in the performance of the CITY's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

9.3 The indemnification provisions set forth in this Section 8 shall survive any expiration or termination of this Cooperative Agreement.

10. RCTC Disclaimer. In no event shall RCTC be responsible or liable for the quality, suitability, operability or condition of any design or construction by the Project consultants or the Contractor, as applicable, and RCTC expressly disclaims any and all express or implied representations or warranties with respect thereto, including any warranties of suitability or fitness for use. This section shall not affect any warranties provided to RCTC by its Contractor related to the Project and as assigned by RCTC to the CITY pursuant to Section 5.10.

11. Force majeure. The failure of performance by either Party (except for payment obligations) hereunder shall not be deemed to be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, railroad, or suppliers; acts of the other Party; acts or failure to act of any other public or governmental agency or entity (other than that acts or failure to act of the

Parties); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform or relief from default. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Cooperative Agreement may also be extended in writing by mutual agreement between the Parties.

12. Amendments. This Cooperative Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.

13. Assignment of Cooperative Agreement. Neither Party may assign or transfer its respective rights or obligations under this Cooperative Agreement without the express written consent of the other Party. Any purported assignment or transfer by one Party without the express written consent of the other Party shall be null and void and of no force or effect.

14. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.

15. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Cooperative Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

16. Termination. Both RCTC and CITY shall have the right at any time, to terminate this Cooperative Agreement, with or without cause, by giving thirty (30) calendar days written notice to the other party, specifying the date of termination. Notwithstanding the foregoing, following commencement of construction of the Project, the CITY may only terminate this Cooperative Agreement for cause, after providing RCTC notice of such cause, and reasonable opportunity to cure. In the event that this Cooperative Agreement is terminated prior to completion of the Project, RCTC shall return any unspent City deposited funds, after all costs incurred prior to the date of termination are deducted, to the CITY and shall provide a full accounting, in a form and with information required by the CITY, of all City Total Contribution funds spent and unspent by RCTC in connection with this Cooperative Agreement and the Project within 45 days of such termination. This full accounting shall include such other information that may be reasonably requested by CITY.

17. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Cooperative Agreement, shall survive any such expiration or termination.

18. Third Party Beneficiaries. There are no third-party beneficiaries to this Cooperative Agreement.

19. Entire Agreement. This Cooperative Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO
COOPERATIVE AGREEMENT NO. 19-31-019-00**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

CITY OF PERRIS

Approved by the
City Council

By: _____
Anne Mayer, Executive Director

By: _____
Michael M. Vargas
Mayor

Approved as to Form:

Recommended for approval:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Grace I. Williams
Director of Planning and Economic
Development

ATTEST:

By: _____
Nancy Salazar
City Clerk (SEAL)

Approved as to Form:
Aleshire & Wynder, LLP

By: _____
Eric L. Dunn
City Attorney

DRAFT

EXHIBIT “A”

Conceptual Landscaping Plan

[attached behind this page]

DRAFT

EXHIBIT “B”

Conceptual Aesthetic Plan

[attached behind this page]

EXHIBIT "C"
COST ALLOCATION

Contract Item of Work	Estimated Landscaping & Aesthetics Cost	RCTC	CITY
Aesthetic Features	\$ 410,000	\$	\$ 410,000
Landscaping	\$2,200,000	\$1,260,000	\$ 940,000
Contingency	\$ 290,000	\$ 140,000	\$ 150,000
Total	\$2,900,000	\$1,400,000	\$1,500,000

RCTC contribution for Aesthetics and Landscaping shall be \$1,400,000.

CITY's contribution for Project shall not exceed \$1,500,000.

RCTC Agreement No.: 19-31-044-00

**COOPERATIVE AGREEMENT
BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND
THE CITY OF PERRIS**

**FOR INSTALLATION OF STORM DRAIN IMPROVEMENTS
AS PART OF THE PLACENTIA AVENUE WIDENING PROJECT**

This Cooperative Agreement (“Cooperative Agreement”) is made and entered into this ____ day of _____, 2019 by and between the Riverside County Transportation Commission (“RCTC”) and the City of Perris (“CITY”). RCTC and the CITY are sometimes referred to herein individually as “Party”, and collectively as “Parties”.

RECITALS

WHEREAS, the CITY is undertaking the Placentia Avenue Widening Project (“Placentia Widening”).

WHEREAS, the Placentia Widening project includes the installation of certain storm drain improvements in the CITY.

WHEREAS, the “Project” as that term is used in this Cooperative Agreement shall mean and refer to the installation of the storm drain improvements in the CITY as further detailed in Exhibit “A.”

WHEREAS, it is the intent of the Parties to enter into this Cooperative Agreement to establish and coordinate the responsibilities of the Parties with respect to the Project, as further set forth herein.

WHEREAS, pursuant to the terms of this Cooperative Agreement, CITY shall complete the Project utilizing the same consultants and construction contractor (“Contractor”) selected for completion of the Placentia Widening.

WHEREAS, the Parties acknowledge that CITY has or shall fully comply with the California Environmental Quality Act (CEQA) and all other applicable laws, as a precondition to construction of the Project.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by RCTC and the CITY as follows:

TERMS

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

2. Term. This Cooperative Agreement shall be effective as of the date first set forth above, and shall continue in effect until the Project is complete ("Term").

3. Agreement to Cooperate. The Parties agree to mutually cooperate in order to help ensure that the Project is successfully completed with minimum impact to both Parties and the public.

3.1 The scope of work for the Project is attached to this Cooperative Agreement as Exhibit "A."

4. Obligations of RCTC.

4.1 RCTC Review of Lowest Responsible Bid.

a. CITY shall provide RCTC a copy of the lowest responsible, responsive bid, as determined by CITY. RCTC shall have a right to review all bids received by the CITY upon request.

b. In the event the lowest responsible bidder's construction contract bid for the Project is greater than RCTC and CITY's funding commitments for the Project, as set forth herein, RCTC and CITY shall meet and determine a course of action to proceed. If CITY and RCTC do not agree in writing on a course of action within fifteen (15) days, the CITY shall attempt to reduce the total Project cost to be within the Project funding commitment of \$225,000 ("Total Project Budget").

4.2 RCTC Reimbursement of CITY for the Project.

a. RCTC shall deposit funds with the CITY for RCTC's share of Project costs to be incurred under this Cooperative Agreement in an amount not to exceed \$150,000 in accordance with the cost allocation set forth in Exhibit "B", attached hereto and incorporated herein by this reference, and with the provisions below ("RCTC Total Contribution") for the sole purpose of carrying out the Project.

4.3 The Parties agree that the dollar amounts set forth in Exhibit "B" are estimates. The CITY shall timely inform RCTC if the actual costs are anticipated to exceed RCTC's Total Contribution. If RCTC agrees to fund actual costs in excess of RCTC's Total Contribution, the Parties shall execute an amendment to this Agreement, and the attached Exhibit "B" to reflect such additional funding, and RCTC shall timely deposit the additional funding amount with the CITY. If RCTC does not agree to fund actual Project costs in excess of RCTC's Total Contribution, the CITY shall have the right to reduce the level of Project improvements so that the Project remains within the Total Project Budget. This provision shall apply to the initial bid for the Project, and to any change order work related to the Project that may arise during construction.

4.4 RCTC shall timely review design plans for the Project, and provide any comments within thirty (30) days of receipt of the plans. If the RCTC fails to provide any comments within said time period, City shall provide notice to the RCTC Executive Director that the design plans shall be deemed approved by the CITY if no comments are received within an additional 15 days.

4.5 After CITY opening of construction contract bids and identification of the lowest qualified bidder, RCTC shall deposit RCTC's Total Contribution within thirty (30) days receipt of written notice from the CITY.

4.6 RCTC may provide an RCTC oversight engineer or other RCTC staff to oversee the Project work during plan preparation and construction, at its own cost.

4.7 RCTC shall inspect the Project upon written notice of completion of the work by the CITY to RCTC, and identify any punch list work within fifteen (15) days.

5. Obligations of CITY

5.1 The CITY shall be responsible for providing all services to complete the Project, as identified in Exhibit "A", or as reasonably necessary for Project completion. Such services include, but are not limited to, completion of final design plans, construction management, and inspections of the Project until the Project is complete.

5.2 The CITY shall be responsible for the process of selecting the Contractor in compliance with all applicable local, state and federal laws;

5.3 The CITY shall be responsible for obtaining all applicable environmental clearances and permits necessary to complete the Project.

5.4 The CITY's share of the Project cost shall not exceed \$75,000 ("CITY Total Contribution"). In carrying out the Project, Project costs shall be paid in equal shares out of the CITY Total Contribution and the RCTC Total Contribution.

5.5 The CITY acknowledges and agrees that, unless otherwise provided pursuant to a written amendment to this Cooperative Agreement, RCTC's financial contribution to the Project under this Cooperative Agreement shall not exceed the RCTC's Total Contribution and that the RCTC Total Contribution shall only be used for the Project.

5.6 CITY shall provide RCTC an opportunity to review and approve all design documents for the Project prior to finalization of such design document for the Project for public bidding purposes. Additionally, CITY shall also provide RCTC an opportunity to review and approve any changes to such design documents due any necessary change orders occurring after commencement of work for the Project.

5.7 CITY shall provide RCTC an opportunity to inspect the Project work during construction.

5.8 CITY shall obtain or shall require the Contractor to obtain all required permits and approvals for all Project work.

5.9 As between RCTC and the CITY, the CITY shall be solely responsible for construction inspection of the Project work to ensure conformance with the construction contract. CITY shall allow RCTC staff access to the Project site, upon reasonable notice, to perform observation of any Project improvements. RCTC inspectors shall communicate any construction deficiencies during construction, including a final punch list, to CITY for completion.

5.10 The CITY shall own the Project and shall be solely responsible and liable for the operation, maintenance and use of the Project, at no cost or expense to RCTC.

5.11 The CITY shall provide a final accounting to RCTC within forty-five (45) days after Project Completion.

5.12 The CITY shall refund any unused portion of the RCTC Total Contribution to RCTC within sixty (60) days after Project Completion.

5.13 The CITY shall retain all records related to the Project and this Cooperative Agreement ("Records") for a period of three (3) years following Project Completion. The Records shall be available for inspection by RCTC upon request.

5.14 For the period during which CITY or Contractor controls the Project job site, CITY shall require that the Contractor provide, for the entire period of construction, insurance consistent with CITY's standard requirements. CITY shall require that RCTC be included as an additional insured under such policies. CITY shall require that RCTC be included as an indemnified party under the indemnification provision included in the CITY's construction contract.

6. Dispute Resolution. Unless otherwise specified herein, the Parties shall submit any unresolved dispute to RCTC's Executive Director and the CITY's Engineer for negotiation. The Executive Director and the CITY's Engineer agree to undertake good faith attempts to resolve said dispute, claim, or controversy within ten (10) calendar days after the receipt of written notice from the Party alleging that a dispute, claim or controversy exists. The Parties additionally agree to cooperate with the other Party in scheduling negotiation sessions. However, if said matter is not resolved within thirty (30) calendar days after conducting the first negotiating session, either Party may, but is not required to, request that the matter be submitted to further dispute resolution procedures, as may be agreed upon by the Parties.

7. Legal Action. If a matter is not resolved within thirty (30) calendar days after the first negotiating session between the Executive Director and the CITY's

Engineer, unless otherwise agreed upon in writing by the Parties, either Party may proceed with any other remedy available in law or in equity.

8. Indemnification.

8.1 RCTC shall indemnify, defend and hold the CITY, its directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of RCTC, its officials, officers, employees, agents, consultants or contractors in the performance of RCTC's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

8.2 The CITY shall indemnify, defend and hold RCTC, its directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of the CITY, its officials, officers, employees, agents, consultants or contractors in the performance of the CITY's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

8.3 The indemnification provisions set forth in this Section 8 shall survive any expiration or termination of this Cooperative Agreement.

9. Force majeure. The failure of performance by either Party (except for payment obligations) hereunder shall not be deemed to be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, railroad, or suppliers; acts of the other Party; acts or failure to act of any other public or governmental agency or entity (other than that acts or failure to act of the Parties); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform or relief from default. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Cooperative Agreement may also be extended in writing by mutual agreement between the Parties.

10. Amendments. This Cooperative Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.

11. Assignment of Cooperative Agreement. Neither Party may assign or transfer its respective rights or obligations under this Cooperative Agreement without

the express written consent of the other Party. Any purported assignment or transfer by one Party without the express written consent of the other Party shall be null and void and of no force or effect.

12. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.

13. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Cooperative Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

14. Termination. Both RCTC and CITY shall have the right at any time, to terminate this Cooperative Agreement, with or without cause, by giving thirty (30) calendar days written notice to the other party, specifying the date of termination. Notwithstanding the foregoing, following commencement of construction of the Project, RCTC may only terminate this Cooperative Agreement for cause, after providing CITY notice of such cause, and reasonable opportunity to cure. In the event that this Cooperative Agreement is terminated prior to completion of the Project, CITY shall return any unspent RCTC Total Contribution funds, after all costs incurred prior to the date of termination are deducted, to RCTC and shall provide a full accounting, in a form and with information required by RCTC, of all RCTC Total Contribution funds spent and unspent by CITY in connection with this Cooperative Agreement and the Project within 45 days of such termination. This full accounting shall include such other information that may be reasonably requested by RCTC.

15. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Cooperative Agreement, shall survive any such expiration or termination.

16. Third Party Beneficiaries. There are no third-party beneficiaries to this Cooperative Agreement.

17. Entire Agreement. This Cooperative Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

[Signatures on following page]

**SIGNATURE PAGE
TO
COOPERATIVE AGREEMENT NO. 19-31-044-00**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

CITY OF PERRIS

Approved by the
City Council

By: _____
Anne Mayer, Executive Director

By: _____
Michael M. Vargas
Mayor

Approved as to Form:

Recommended for approval:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Grace I. Williams
Director of Planning and Economic
Development

ATTEST:

By: _____
Nancy Salazar
City Clerk (SEAL)

Approved as to Form:
Aleshire & Wynder, LLP

By: _____
Eric L. Dunn
City Attorney

EXHIBIT "A"

**Scope of Work
TO
COOPERATIVE AGREEMENT NO. 19-31-044-00**

Installation of approximately 2,600 foot 24" culvert as part of CITY Placentia Avenue Widening Project between Indian Avenue and Perris Boulevard.

DRAFT

EXHIBIT "B"

COST ALLOCATION

TO

COOPERATIVE AGREEMENT NO. 19-31-044-00

The cost share for the Project shall be as follows:

2/3 RCTC cost, up to the RCTC maximum share.

1/3 City cost.

Contract Item of Work	Estimated Cost	RCTC Maximum Share	CITY
Storm pipe improvements	\$ 225,000	\$ 150,000	\$ 75,000
Total	\$ 225,000	\$ 150,000	\$ 75,000

RCTC's contribution for the Project shall not exceed \$150,000.

COOPERATIVE AGREEMENT DRAFT

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Riverside County Transportation Commission, a public corporation/entity, referred to hereinafter as RCTC.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this AGREEMENT, *CONSTRUCT AN INTERCHANGE ON I-215 FROM 0.3 MILES SOUTH OF PERRIS BOULEVARD TO 0.5 MILES NORTH OF OLEANDER AVENUE OVERCORSSING AT PLACENTIA AVENUE OVERCROSSING IN THE CITY OF PERRIS* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
 - CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
 - RCTC approved the Environmental Impact Report on April 15, 2015.
 - Federal Highway Administration approved the Environmental Impact Statement on April 15, 2015 and issued a record of decision in August 2015.
 - RCTC is developing the R/W Certification (Cooperative Agreement No. 08-1603).
 - RCTC is developing the Plans, Specifications and Estimate on August 15, 2019 (Cooperative Agreement No. 08-1603).
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. RCTC will SPONSOR the WORK included in this AGREEMENT in the following percentages:

PROJECT COMPONENT	CALTRANS	RCTC
CONSTRUCTION	0%	100%

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- RCTC is the Construction IMPLEMENTING AGENCY.

CONSTRUCTION work includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION Capital) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION Support).

11. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. The Quality Management Plan describes the IMPLEMENTING AGENCY’s quality policy and how it will be used. The Quality Management Plan will include a process for resolving disputes between the PARTIES at the team level. The Quality Management Plan is subject to CALTRANS review and approval.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

14. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

If IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSOR.

15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Federally ineligible work shall not be paid with a Federal or Local-Federal fund type, or the portion of a non-Federal fund type used as a match for a Federal or Local-Federal fund type. PARTIES shall ensure any fund type used for federally ineligible work will not exceed proportional share of fund type within PROJECT COMPONENT.
17. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
18. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

19. CALTRANS, as the owner/operator of the State Highway System, will perform quality management work including independent quality assurance (IQA) and owner/operator approvals for the portions of WORK within the existing and proposed State Highway System right-of-way.
20. CALTRANS' independent quality assurance (IQA) efforts are to ensure that RCTC's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). An IQA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs IQA it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA.

21. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
22. RCTC will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

CEQA/NEPA Lead Agency

23. RCTC is the CEQA Lead Agency for the PROJECT.
24. FHWA is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

25. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTIES responsibilities in this AGREEMENT.
26. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

27. The PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US ARMY Corps of Engineers
401, Regional Water Quality Control Board
1602 California Department of Fish and Wildlife
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board
State Waste Discharge Requirements (Porter Cologne), Regional Water Quality Control Board

CONSTRUCTION

28. As the CONSTRUCTION IMPLEMENTING AGENCY, RCTC is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

29. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.20.10.xx Quality Management	No

30. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.

31. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.

32. RCTC will award the construction contract to the lowest responsive bidder who makes a Good Faith Effort to meet the DBE goal.

33. CALTRANS will not issue an Encroachment Permit to RCTC for construction work until the following conditions are met:

- CALTRANS accepts the final plans, specifications, and estimate
- CALTRANS accepts the Right-of-Way Certification

- Any new or amended Maintenance Agreement required for the WORK are executed.
 - Any new or amended Freeway Agreement required for the WORK are executed.
34. RCTC will require the construction contractor to furnish payment and performance bonds naming RCTC as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.
35. RCTC will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, RCTC also accepts responsibility to administer the construction contract.
36. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTIES must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) work days the IMPLEMENTING AGENCY will not award the construction contract.
37. CALTRANS will not issue an Encroachment Permit to RCTC's construction contractor until CALTRANS accepts:
- The payment and performance bonds
 - The CONSTRUCTION Quality Management Plan
38. The CONSTRUCTION Quality Management Plan will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and source inspection Quality Management Plan is subject to review and approval by the State Materials Engineer.
39. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations RCTC, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.
40. RCTC will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.

41. RCTC will implement changes to the construction contract through Change Orders. PARTIES will review and concur on all Change Orders over \$100,000.
42. CALTRANS will review and concur with:
 - Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
 - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
43. If CONSTRUCTION CAPITAL is funded with state or federal funds then RCTC will administer and process all construction contract claims using a CALTRANS-approved process. CALTRANS will provide quality management work for the claims process.
44. RCTC is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. RCTC is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.
45. RCTC may request CALTRANS to complete portions of CONSTRUCTION SUPPORT work as reimbursed engineering services. Should CALTRANS agree to perform the requested services, PARTIES will document the arrangement in a written Task Order. Such an arrangement does not change the responsibilities assigned in this AGREEMENT. Engineering services requested by RCTC and provided by CALTRANS during CONSTRUCTION are to be reimbursed from the funds obligated in this AGREEMENT.
46. As the CONSTRUCTION IMPLEMENTING AGENCY, RCTC is responsible for maintenance of the State Highway System within the PROJECT limits as part of the construction contract until the following conditions are met:
 - Any required Maintenance Agreements are executed for the portions of State Highway System for which relief of maintenance is to be granted.
 - CALTRANS approves a request from RCTC for relief from maintenance of the PROJECT or a portion thereof.
47. PARTIES confirm that upon WORK completion, no maintenance agreement will be necessary.

48. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System within State Highway System right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside State Highway System right-of-way.

49. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, RCTC will furnish CALTRANS with a complete set of “As-Built” plans and Change Orders, including any changes authorized by CALTRANS, on a CD ROM and in accordance with CALTRANS’ then current CADD User’s Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer’s name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer’s signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 7.0 or later. In addition, RCTC will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and Records of Surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, including sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

50. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
51. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with a final report of the WORK completed.

Additional Provisions

Standards

52. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; FHWA standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD User's Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

53. CALTRANS retains the right to reject noncompliant WORK. RCTC agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

54. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

55. RCTC will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

56. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System right-of-way. Contractors and/or agents, and utility owners will not work within the State Highway System right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTIES, their contractors, consultants and agents, and utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
57. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

58. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

59. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

60. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public documents. PARTIES will consult with each other prior to the release of any public documents related to the WORK.

Hazardous Materials

61. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

62. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

63. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

64. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. RCTC, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to Project schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds obligated in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

65. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

66. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

67. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
68. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
69. If the WORK expends state or federal funds, each PARTY will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

70. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
71. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

72. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), and RCTC will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

73. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
74. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with Chapter 10 of the Local Assistance Procedures Manual.

Interruption of Work

75. If WORK stops for any reason, each PARTY will continue to implement the obligations of this AGREEMENT, including the commitments and conditions included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

76. The cost of awards, judgments, or settlements generated by the WORK are to be paid from the funds obligated in this AGREEMENT.
77. The cost of legal challenges to the environmental process or documentation may be paid from the funds obligated in this AGREEMENT.

78. Any PARTY who action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Environmental Compliance

79. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

GENERAL CONDITIONS

Venue

80. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

81. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

Indemnification

82. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by RCTC, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon RCTC under this AGREEMENT. It is understood and agreed that RCTC, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by RCTC, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

83. Neither RCTC nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless RCTC and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

84. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
85. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

86. RCTC will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. RCTC waives the provisions of California Civil Code section 1654.
- A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.
87. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

88. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

89. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of RCTC will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

90. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

91. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

DRAFT

DEFINITIONS

PARTY – Any individual signatory party to this AGREEMENT.

PARTIES – The term that collectively references all of the signatory agencies to this AGREEMENT.

WORK BREAKDOWN STRUCTURE (WBS) – A WBS is a standardized hierarchical listing of project work activities/products in increasing levels of detail. The CALTRANS WBS defines each PROJECT COMPONENT as a group of work activities/products. The CALTRANS Work Breakdown Structure is defined in the CALTRANS Workplan Standards Guide.

DRAFT

SIGNATURES

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

NOT FOR SIGNATURE AT THIS TIME

Janice Benton
District Director

Anne Mayer
Executive Director

**VERIFICATION OF FUNDS AND
AUTHORITY:**

Attest:

Name Mary Risaliti
District Budget Manager

Name Tbd
General Counsel

**CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:**

Approved as to form and procedure:

Darwin Salmos
HQ Accounting Supervisor

Name Tbd
Title TBD

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u> v. 2					
<u>IMPLEMENTING AGENCY →</u>			<u>RCTC</u>		Totals
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	
STATE	CALTRANS	SB 1 LPP	0	7,042,000	7,042,000
LOCAL	RCTC	MEASURE A	6,000,000	33,433,000	39,433,000
Totals			6,000,000	40,475,000	46,475,000

<u>SPENDING SUMMARY</u> v 21				
Fund Type	CONST. SUPPORT		CONST. CAPITAL	Totals
	CALTRANS	<u>RCTC</u>	<u>RCTC</u>	
SB-1 LPP	0	0	7,042,000	7,042,000
MEASURE A	0	6,000,000	33,433,000	39,433,000
	0	0		
	0	0		
Totals	0	6,000,000	40,475,000	46,475,000

*Note: (SHOPP funds are from EA's 0Q180 and 1C090).

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

ICRP Rate

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
4. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with 2 CFR, Part 200 and Chapter 5 of the Local Assistance Procedures Manual. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.
5. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If RCTC invoices for rates in excess of CalHR rates, RCTC will fund the cost difference and reimburse CALTRANS for any overpayment.

6. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.

Invoicing and Payment

7. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, RCTC will pay invoices within five (5) calendar days of receipt of invoice.
8. If RCTC has received EFT certification from CALTRANS then RCTC will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
9. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.
10. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then RCTC will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
11. If CALTRANS reimburses RCTC for any costs later determined to be unallowable, RCTC will reimburse those funds.

CONSTRUCTION Support

12. RCTC will invoice and CALTRANS will reimburse for actual costs incurred and paid.

CONSTRUCTION Capital

13. RCTC will invoice and CALTRANS will reimburse for actual costs incurred and paid.

AGENDA ITEM 6D

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	January 31, 2019
TO:	Riverside County Transportation Commission
FROM:	Cheryl Donahue, Public Affairs Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Quarterly Public Engagement Metrics Report, October – December 2018

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to receive and file the Quarterly Public Engagement Metrics Report for October – December 2018.

BACKGROUND INFORMATION:

Staff has been monitoring public engagement activities since January 2018 and been preparing Quarterly Public Engagement Metrics Reports. An updated report is provided for the fourth quarter, which covers October-December 2018. These quarterly reports provide a data-driven approach for measuring progress toward public engagement goals, allow staff to assess the effectiveness of its efforts on an ongoing basis, and provide transparency into how the Commission is using its resources to engage and educate the public.

The quarterly report includes two sets of data:

- 1) Metrics for RCTC’s overall public engagement activities, including website use and access; website top pages visited; email notifications; social media likes, engagement and reach; and public sentiment
- 2) Metrics for RCTC’s Interstate 15 Express Lanes Project public engagement activities, including email activity, website sessions, and social media.

The report may evolve as staff refines its approaches to measuring public engagement activities and in response to any feedback from Commissioners. In addition, as additional significant capital projects begin, such as the State Route 60 Truck Lanes, staff will provide project-related metrics.

Report highlights for this quarter follow and are included in a graphical format with this agenda item. It is important to note the metrics again reflect a decrease in paid digital advertising during this fourth quarter. This decrease in advertising resulted in a decline in some of the metrics.

RCTC Overall Public Engagement

1) **Website**

- a. For the quarter, there were 20,614 website sessions, a 32 percent decrease from last quarter's 30,411 sessions. There also were 12,719 unique users, which reflect a drop of 35 percent compared to the previous quarter's 19,641 unique users.
- b. One-third of the visitors accessed the website by using a direct search (keying in rctc.org). A large number (40 percent) used organic searches, such as Google. Others used social media (17 percent), website referrals (7 percent), and display ads or paid searches (3 percent). The decrease in digital ad purchases this quarter affects the search results.
- c. Website access via desktop versus mobile continues to fluctuate. The fourth quarter showed 55 percent gaining access through a desktop computer and 45 percent using mobile devices. Last quarter, the ratio was 41 versus 59.
- d. The homepage continues to be the most frequently visited page within the website, followed by the "Meetings and Agendas" page, the "Funding and Planning" page, and the blog article related to project development for the I-15 Express Lanes from the cities of Corona to Lake Elsinore.

2) **Social Media**

- a. **Facebook:** At the end of the quarter, the Facebook page had 8,265 likes, an increase of 1 percent over last quarter's 8,186 likes. The page also had 13,227 forms of engagement, such as likes, comments and shares, a 33 percent increase from last quarter's 9,949 forms of engagement. Facebook also had 1,014,855 impressions, which is the number of times that RCTC's content was displayed in news feeds. This was a large decrease – 54 percent – from last quarter's 2,192,574 impressions. This decrease likely was a result in a decrease in digital advertising this quarter.
- b. **Twitter:** RCTC's Twitter page showed a 2 percent increase in followers, from 1,061 to 1,085. Engagement declined 26 percent, from 406 forms of engagement to 301. Impressions also showed a large drop of 85 percent – from 323,387 to 48,761.
- c. **Instagram:** The Instagram page grew 8 percent, from 280 to 302 followers. Engagement declined by 13 percent, from 426 forms of engagement to 372. Impressions grew 9 percent to a total of 6,594, compared to last quarter's 6,074 impressions.
- d. Overall, public sentiment was positive, with the exception of comments received late in the year, in response to posts related to weekend closures for restriping the 91 Express Lanes. RCTC received positive comments about the October Commission meeting, the VanClub incentive program, new Metrolink canopies along the 91/Perris Valley Line, and free Riverside Transit Agency fares for students.

- 3) **RCTC's The Point:** RCTC continues to produce content for its online blog, *The Point*, and distributes this information via email to subscribers. RCTC's subscriber rate dropped

1 percent, from 1,785 to 1,777, due to clean-up of the distribution list. Thirty-two percent of subscribers opened *The Point*, and 7 percent clicked on links to learn more. The open rate last quarter was slightly higher at 35 percent, and the click-through rate last quarter remained the same at 7 percent.

Interstate 15 Express Lanes Construction Public Engagement

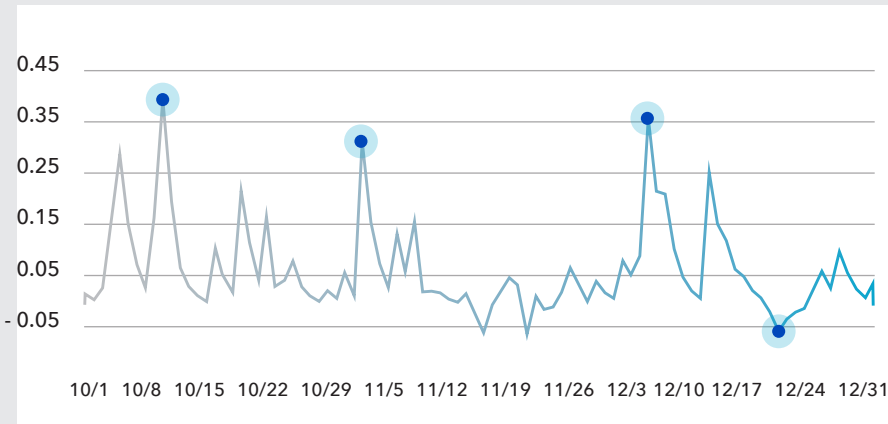
- 1) **Emails:** There were a total of 125 new email sign-ups for the quarter compared to last quarter's 386, and 14 email inquiries received, compared to last quarter's 27 email inquiries.
- 2) **Website:** There were 8,657 website visits during the quarter, a growth from 7,744 sessions last quarter. This was the greatest number of sessions to date for the project.
- 3) **Social Media:** The project uses Facebook, Twitter and Instagram and continues to work to build its audiences. The Facebook page grew to 1,933 likes from 1,665 likes last quarter. Twitter increased slightly from 208 followers to 219. Instagram followers increased from 293 to 351.

For both RCTC's overall public engagement and the I-15 Express Lanes Project, RCTC is working to expand its audiences and expects public engagement figures to increase, particularly during quarters with heavy digital advertising buys. Staff will provide Public Engagement Metrics quarterly with comparison data from the previous quarter.

Attachments:

- 1) RCTC Overall Public Engagement Metrics
- 2) I-15 Express Lanes Public Engagement Metrics

Overall Social Media Sentiment



- 10/22 (+)** October Commission meeting and VanClub incentive program
- 11/2 (+)** New Metrolink canopies along the 91/Perris Valley Line
- 12/5 (+)** RTA student rides
- 12/20 (-)** Restriping 91 Express Lanes

Eblasts



Subscribers
1,777

Average Open
32%

Average Click
7%

Web

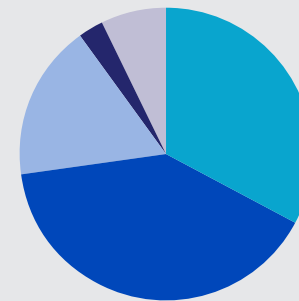
20,614
Number of Sessions

-32%

12,719
Number of Unique Users

-35%

Top Channels



- Direct (33%) – 4,275
- Organic (40%) – 5,251
- Social (17%) – 2,173
- Paid Search (3%) – 435
- Referral (7%) – 968

Q3-Q4 Differences

Paid advertising remained low during Q4.

Social Media

Facebook

Page Likes
8,265 +1%

Engagement
13,227 +33%

Impressions
1,014,855 -54%

Twitter

Followers
1,085 +2%

Engagement
301 -26%

Impressions
48,761 -85%

Instagram

Followers
302 +8%

Engagement
372 -13%

Impressions
6,594 +9%

Top Pages Visited

Homepage is #1 most visited page

- Meetings and Agendas
- Funding and Planning
- Project Development Begins for I-15 Express Lanes, Corona to Lake Elsinore

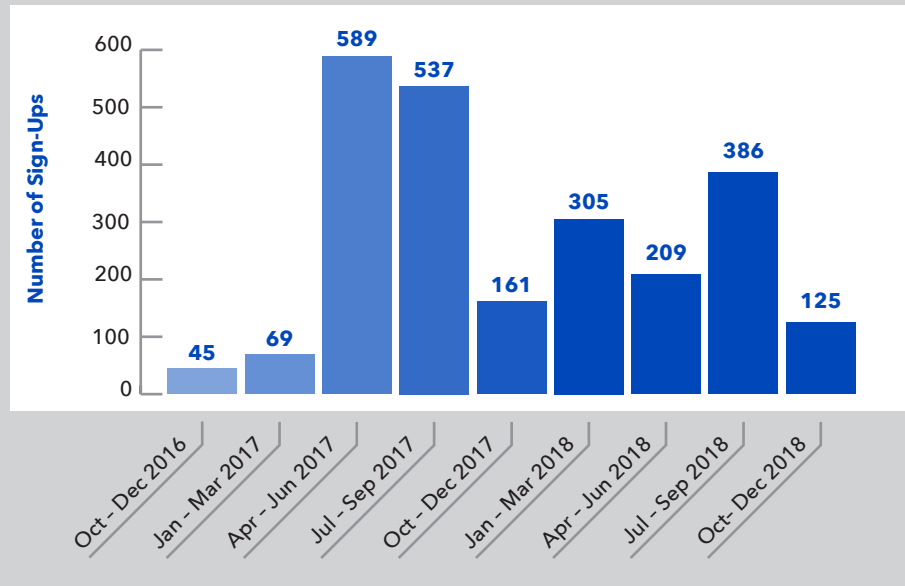
Desktop vs Mobile Users



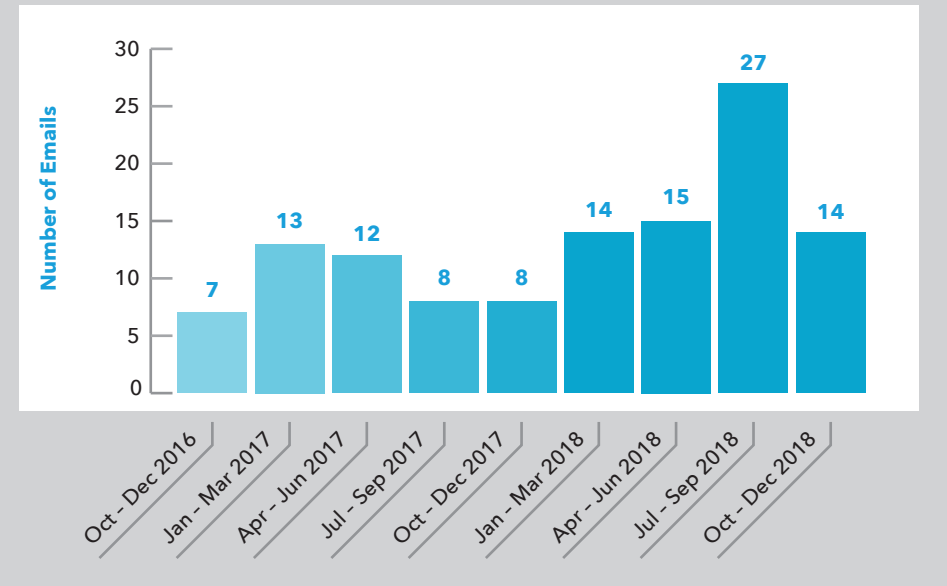


15 Express Lanes Project Outreach Metrics

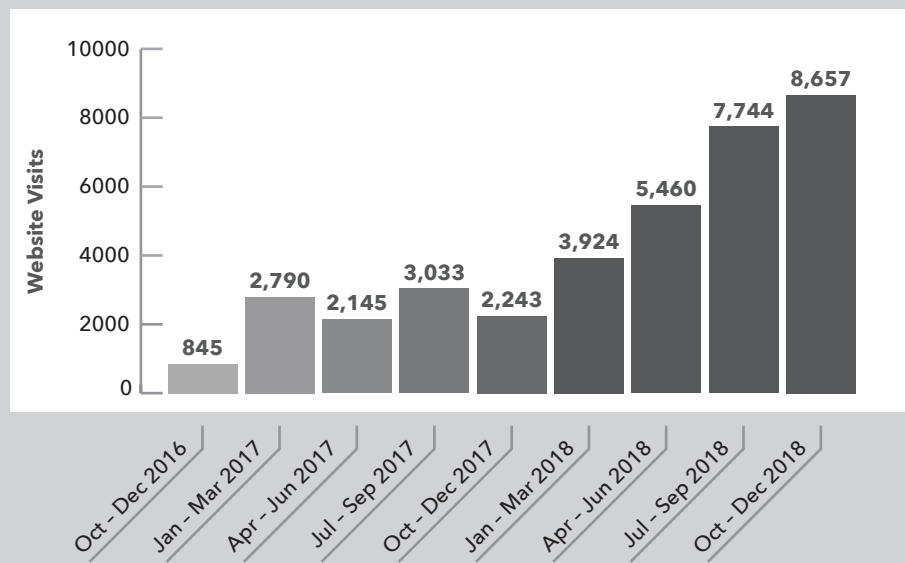
Email List Sign-Ups



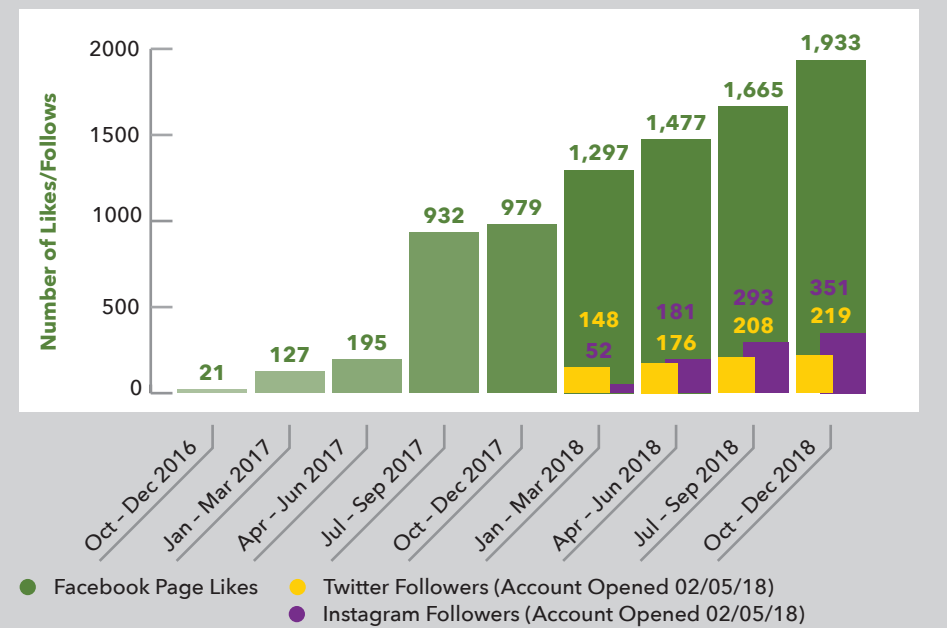
Emails Received



Website Visits



Social Media Likes/Follows



AGENDA ITEM 7

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	January 31, 2019
TO:	Riverside County Transportation Commission
FROM:	Alex Menor, Capital Projects Manager Marlin Feenstra, Project Delivery Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Approval of California Environmental Quality Act Re-Validation and Addendum and Agreement for Construction Management Services, Materials Testing, and Construction Surveying for the Interstate 215/Placentia Avenue Interchange Project

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Adopt Resolution No. 19-002, "Resolution of the Riverside County Transportation Commission Adopting a Second 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 Project," related to the Interstate 215 (I-215)/Placentia Avenue Interchange Improvements Project (Project);
- 2) Award Agreement No. 18-31-148-00 to Vali Cooper & Associates, Inc. to perform construction management services, materials testing, and construction surveying for the Project in the amount of \$5,496,274, plus a contingency amount of \$549,627 for potential changes in scope, for a total amount not to exceed \$6,045,901;
- 3) Authorize the Executive Director, or designee, to approve the use of the contingency amount as may be required for the Project; and
- 4) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

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 a transportation facility that effectively and efficiently accommodates regional west-east movement of people, goods, and services between and through the cities of Perris and San Jacinto.

The Commission is the project proponent and the lead agency under the California Environmental Quality Act (CEQA) and has adopted guidelines for implementing the mitigation required by CEQA and the National Environmental Policy Act (NEPA). The Federal Highway Administration (FHWA)

is the lead agency under NEPA, with Caltrans acting as its agent and providing oversight for the NEPA process.

In April 2015, the Commission adopted Resolution No. 15-006 to certify the final environmental impact report (FEIR), adopt findings pursuant to CEQA, adopt a mitigation monitoring and reporting program, adopt a statement of overriding considerations, and approve the MCP project. The Commission, FHWA, and Caltrans approved the FEIR/final environmental impact statement and the Final Environmental Document (ED) under NEPA/CEQA on April 15, 2015. The Project Approval/ED phase of the MCP project was completed with a record of decision approved by FHWA on August 17, 2015.

The Project in the city of Perris (see Attachment 2 for project limits) is the first part of the MCP to proceed to final design and construction. In November 2016, the Commission awarded a contract to T.Y. Lin International (T.Y. Lin) to perform final engineering services and prepare plans, specifications, and cost estimate (PS&E) for the Project as the first construction contract package for the MCP project. The PS&E is about 90 percent complete, and T.Y. Lin has incorporated design refinements and features to improve the design. These design refinements require an environmental revalidation and addendum.

DISCUSSION:

Environmental Re-Validation and Addendum (CEQA):

The final design of the I-215/Placentia Avenue interchange has been refined and extends slightly beyond the original footprint of the MCP project. The proposed final design refinements to the Project include:

1. Slight adjustments to the ramp alignments and Placentia Avenue;
2. Changes to the existing East Frontage Road;
3. Changes to existing Water Avenue;
4. Addition of new traffic signals on Placentia Avenue;
5. Replacement of existing culvert under the railroad tracks with a larger culvert;
6. Changes to drainage;
7. Addition of bike lanes by designating the previously-approved shoulders as Class II bike lanes that will extend the entire length on Placentia Avenue from Harvill Avenue to Indian Avenue;
8. Rerouting of the Eastern Municipal Water District sewer line; and
9. Full closure of Placentia Avenue between Harvill Avenue and East Frontage Road during construction for a minimum of 10 months, to shorten the total construction duration by approximately 6 months.

Staff completed the environmental Re-evaluation for NEPA and Re-validation/Addendum for CEQA for the Project as part of the overall MCP project (see Attachment 3). As described in the Re-validation form, because the proposed changes are minor and would not result in any new

significant or substantially increased significant effects, an addendum to the FEIR is appropriate. Staff now recommends adoption of the CEQA Re-validation findings and addendum to the FEIR. After the Commission adopts the CEQA Re-Validation and Addendum to the FEIR, work will need to be done to complete 100 percent final PS&E and then commence construction of the Project. To achieve this work, staff will need to procure construction management, construction agreements and permits, and other construction-related contracts.

Construction Management Contract

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, 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. 18-31-148-00 for construction management services, materials testing, and construction surveying for the Project was released by staff on August 9, 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, 81 firms downloaded the RFQ; 21 of these firms are located in Riverside County. A pre-submittal meeting was held on August 22 and attended by 29 firms. Staff responded to all questions submitted by potential proposers prior to the September 6 clarification deadline date. Six firms – ABA Global, Inc. (Glendora); Berg & Associates, Inc. (San Pedro); Falcon Engineering Services, Inc. (Corona); Kleinfelder Construction Services, Inc. (Riverside); S2 Engineering, Inc. (Rancho Cucamonga); and Vali Cooper & Associates, Inc. (Riverside) – submitted responsive and responsible statements of qualifications prior to the 2:00 p.m. submittal deadline on September 20. Based on the evaluation criteria set forth in the RFQ, the firms were evaluated and scored by an evaluation committee comprised of Commission, Bechtel, County of Riverside Transportation Department, and Caltrans staff.

Based on the evaluation committee's assessment of the written proposals and pursuant to the terms of the RFQ, the evaluation committee shortlisted and invited three firms (Berg & Associates, Inc.; Kleinfelder Construction Services, Inc.; and Vali Cooper & Associates, Inc.) to the interview phase of the evaluation and selection process. Interviews were conducted on October 16.

Following the interviews, the evaluation committee conducted a subsequent evaluation of each firm, based on both written and interview components presented to the evaluation committee by each proposer. Accordingly, the evaluation committee recommends contract award to Vali

Cooper & Associates, Inc. to provide construction management services, materials testing, and construction surveying for the Project, as it earned the highest total evaluation score.

Subsequently, staff negotiated the scope of work (including the appropriate level of effort, labor categories/mix, etc.), cost, and schedule proposal received from Vali Cooper & Associates, Inc. for the Project services and established a fair and reasonable price.

Recommendation

Staff recommends award of Agreement No. 18-31-148-00 with Vali Cooper & Associates, Inc. to perform construction management services, materials testing, and construction surveying for the Project, based on the final negotiated project scope and cost of \$5,496,274, plus a contingency amount of \$549,627 for potential changes in scope, for a total amount not to exceed \$6,045,901. Staff also recommends authorizing the Executive Director to approve the use of the contingency amount as may be required for the Project.

Financial Impact

The Project’s costs for construction management, materials testing, and construction surveying are \$6,045,901. The costs will be funded primarily with Transportation Uniform Mitigation Fee (TUMF)-Community Environmental Transportation Accessibility Process (CETAP) program funds and then 2009 Measure A Western County (WC) New Corridors Funds, to the extent required.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2018/19 FY 2019/20+	Amount:	\$300,000 \$5,745,901
Source of Funds:	TUMF-CETAP; 2009 Measure A WC New Corridors		Budget Adjustment:	No N/A	
GLA No.:	002317 81302 00000 0000 261 31 81301			\$6,045,901	
Fiscal Procedures Approved:	<i>Theresa Isernia</i>			Date:	01/22/2019

- 1) Attachments: Resolution No. 19-002
- 2) MCP – I-215/Placentia Avenue Interchange Project Map
- 3) CEQA Re-Validation/Addendum
- 4) Draft Agreement No. 18-31-148-00 with Vali Cooper & Associates, Inc.

RESOLUTION NO. 19-002**RESOLUTION OF THE RIVERSIDE COUNTY
TRANSPORTATION COMMISSION ADOPTING A
SECOND 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
PROJECT**

WHEREAS, in April 2015, the Riverside County Transportation Commission (Commission) adopted Resolution No. 15-006 to certify an environmental impact report (EIR), adopt finding under the California Environmental Quality Act (CEQA), adopt a mitigation monitoring and reporting program (MMRP), adopt a statement of overriding considerations, and approve the Mid County Parkway project (MCP) to construct a west-east transportation facility in western Riverside County between Interstate 215 in the west and State Route 79 in the east; and

WHEREAS, review of the MCP was also conducted under the National Environmental Policy Act (NEPA) by the Federal Highway Administration (FHWA) in conjunction with the California Department of Transportation (Caltrans), and the environmental impact statement and MCP were approved in August 2015; and

WHEREAS, on July 11, 2018, as a result of minor modifications to the MCP, the Commission adopted a first addendum to the EIR (First Addendum); and

WHEREAS, minor design refinements to the MCP have been proposed regarding the I-215 Placentia Interchange, including slightly adjusted ramp alignments, designation of bike lanes, rerouting of a sewer line, replacement of an existing culvert, addition of new drainage basins, addition of new traffic signals, and acquisition of additional right-of-way (MCP Modifications); and

WHEREAS, under CEQA, when taking subsequent discretionary actions in furtherance of a project for which an EIR has been certified, the lead agency is required to review any changed circumstances to determine whether any of the circumstances under Public Resources Code section 21166 and State CEQA Guidelines section 15162 require additional environmental review; and

WHEREAS, in accordance with CEQA, RCTC analyzed all potential environmental effects associated with the MCP Modifications and determined that none of the conditions described in State CEQA Guidelines section 15162 or Public Resources Code section 21166 have occurred; rather, consistent with State CEQA Guidelines section 15164, subdivision (a), RCTC determined that an addendum to the EIR should be prepared; and

WHEREAS, in collaboration with Caltrans, RCTC prepared a second addendum (Second Addendum) to the EIR (Exhibit A); and

WHEREAS, this matter came before the Commission at a regularly scheduled public meeting, at which the Commission carefully considered all information pertaining to the MCP Modifications, including the staff report, the Second Addendum together with the EIR, and all of the information, evidence, and testimony presented at its public meeting; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred;

NOW, THEREFORE, THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The recitals above are true and correct and are incorporated in to this Resolution by reference as findings of fact.

Section 2. Compliance with the Environmental Quality Act. In considering the MCP Modifications, the Commission has considered the EIR for the MCP (State Clearinghouse Number 2004111103), which was certified by the Commission on April 8, 2015, and the Addenda thereto, along with all oral and written comments received and the administrative record (the Record). The Commission hereby finds and determines that the Record contains a complete and accurate reporting of the environmental impacts of the MCP Modifications and the MCP as a whole, the impacts of which were fully addressed and mitigated (to the extent feasible) in the EIR. The Commission hereby further finds and determines that the Second Addendum has been completed in compliance with CEQA and the State CEQA Guidelines. The Commission further finds and determines that the Second Addendum reflects the Commission's independent judgment.

Section 3. Findings on Environmental Impacts. Based on the substantial evidence set forth in the Record, including but not limited to the Second Addendum, the Commission finds that an addendum to the EIR is the appropriate document for disclosing the minor changes and additions that are necessary to the EIR to account for the MCP Modifications. The Commission finds that none of the conditions under State CEQA Guidelines section 15162 requiring the need for further subsequent environmental review have occurred because the modifications specified in the Second Addendum:

- a) do not constitute substantial changes that would require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and
- b) do not constitute substantial changes with respect to the circumstances under which the modifications are administered that would require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and
- c) do not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the EIR was certified showing any of the following: (i) the modifications would have one or more significant effects not discussed in the EIR; (ii) significant effects previously examined

would be substantially more severe than shown in the EIR; (iii) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the Commission declined to adopt such measures; or (iv) mitigation measures or alternatives considerably different from those analyzed in the EIR would substantially reduce one or more significant effects on the environment, but which the Commission declined to adopt.

Section 4. Approval of Second Addendum. The Commission hereby approves and adopts the Second Addendum to the EIR prepared for the MCP Modifications (attached as Exhibit A).

Section 5. Approval of the MCP Modifications. The Commission hereby approves the MCP Modifications, subject to any and all applicable mitigation measures that were previously imposed by RCTC as part of the MCP.

Section 6. Notice of Determination. The Commission directs staff to file a Notice of Determination with the Riverside County Clerk's Office within five (5) working days of adoption of this Resolution.

Section 7. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Resolution and the above findings have been based are located at the Riverside County Transportation Commission, 4080 Lemon Street, 3rd Floor, Riverside, California 92502.

APPROVED AND ADOPTED by the Riverside County Transportation Commission this ____ day of _____, 2019.

Chuck Washington, Chair
Riverside County Transportation
Commission

ATTEST:

Lisa Mobley, Clerk of the Board
Riverside County Transportation Commission

Exhibit A
(Second Addendum to EIR)

DRAFT

MCP I-215/Placentia Avenue Interchange Project



Project Limits

RE-EVALUATION (NEPA)/RE-VALIDATION (CEQA) FORM

DIST./CO./RTE.	08-RIV-MCP; 08-RIV-215
PM/PM	R27.9/R32.8
E.A. or Fed-Aid Project No.	08-0F321
Other Project No. (specify)	PN 0800000125
PROJECT TITLE	Mid County Parkway (MCP)
ENVIRONMENTAL APPROVAL TYPE	Environmental Impact Report/Environmental Impact Statement and Section 4(f) Evaluation
DATE APPROVED	April 2015
REASON FOR CONSULTATION (23 CFR 771.129)	<i>Check reason for consultation:</i> <input type="checkbox"/> Project proceeding to next major federal approval <input checked="" type="checkbox"/> Change in scope, setting, effects, mitigation measures, requirements <input type="checkbox"/> 3-year timeline (EIS only) <input type="checkbox"/> N/A (Re-Validation for CEQA only)
DESCRIPTION OF CHANGED CONDITIONS	<i>Briefly describe the changed conditions or new information on page 2. Append continuation sheet(s) as necessary. Include a revised Environmental Commitments Record (ECR) when applicable.</i>

NEPA CONCLUSION - VALIDITY

Based on an examination of the changed conditions and supporting information: [Check ONE of the three statements below, regarding the validity of the original document/determination (23 CFR 771.129). If document is no longer valid, indicate whether additional public review is warranted and whether the type of environmental document will be elevated.]

- The original environmental document or CE remains valid. No further documentation will be prepared.
- The original environmental document or CE is in need of updating; further documentation has been prepared and is included on the continuation sheet(s) or is attached. With this additional documentation, the original ED or CE remains valid.
 Additional public review is warranted (23 CFR 771.111(h)(3)) Yes No
- The original document or CE is no longer valid.
 Additional public review is warranted (23 CFR 771.111(h)(3)) Yes No
 Supplemental environmental document is needed. Yes No
 New environmental document is needed. Yes No (If "Yes," specify type: _____)

CONCURRENCE WITH NEPA CONCLUSION

I concur with the NEPA conclusion above.

Signature: Vincent Mammano
 Federal Highway Administration

Date _____

CEQA CONCLUSION: (Only mandated for projects on the State Highway System.)

Based on an examination of the changed conditions and supporting information, the following conclusion has been reached regarding appropriate CEQA documentation: (Check ONE of the five statements below, indicating whether any additional documentation will be prepared, and if so, what kind. If additional documentation is prepared, attach a copy of this signed form and any continuation sheets.)

- Original document remains valid. No further documentation is necessary.
- Only minor technical changes or additions to the previous document are necessary. An addendum has been or will be prepared and is included on the continuation sheets or will be attached. It need not be circulated for public review. (CEQA Guidelines, §15164)
- Changes are substantial, but only minor additions or changes are necessary to make the previous document adequate. A Supplemental environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15163)
- Changes are substantial, and major revisions to the current document are necessary. A Subsequent environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15162) (Specify type of subsequent document, e.g., Subsequent FEIR)
- The CE is no longer valid. New CE is needed. Yes No

CONCURRENCE WITH CEQA CONCLUSION

I concur with the CEQA conclusion above.

Signature: Alex Menor
 Riverside County Transportation Commission

Date _____

Signature: Anne Mayer
 Riverside County Transportation Commission

Date _____

**RE-EVALUATION (NEPA)/RE-VALIDATION (CEQA) FORM
CONTINUATION SHEET(S)**

Address only changes or new information since approval of the original document and only those areas that are applicable. Use the list below as section headings as they apply to the project change(s). Use as much or as little space as needed to adequately address the project change(s) and the associated impacts, minimization, avoidance and/or mitigation measures, if any.

Changes in project design, e.g., scope change; a new alternative; change in project alignment

The Riverside County Transportation Commission (RCTC), in cooperation with the Federal Highway Administration (FHWA) and the California Department of Transportation (Caltrans), as part of the Mid County Parkway (MCP) Project (project), proposes to improve the existing Interstate 215 (I-215) by adding an interchange at the Placentia Avenue overcrossing. The I-215/Placentia Avenue interchange included in the original footprint of the MCP project that was previously evaluated in the approved Final Environmental Impact Report/Environmental Impact Statement (EIR/EIS) and Final Section 4(f) Evaluation (April 2015) includes the following improvements:

- Add new ramps on the east and west sides of I-215 at Placentia Avenue;
- Widen existing Placentia Avenue east and west of the proposed new ramps;
- Relocate the I-215 East Frontage Road;
- Widen the existing Placentia Avenue overcrossing and overhead; and
- Widen and improve Placentia Avenue from Harvill Avenue on the west to Indian Avenue on the east.

These improvements are still planned; however, the final design of the I-215/Placentia Avenue interchange has been refined and extends beyond the original footprint of the MCP Project. The proposed final design refinements (refer to Figure 1, Areas of New Impact, attached) to the I-215/Placentia Avenue interchange include:

- **Geometric Refinements:**
 - Slight adjustments to the ramp alignments.
 - Shifting of more of the Placentia Avenue widening to the south side of Placentia Avenue.
 - Providing acquisition of a wider ROW between the East Frontage road and Indian Avenue than previously approved to match the proposed anticipated future widening of Placentia Avenue east of Indian Avenue.
- **Changes to the existing East Frontage Road:**
 - Shifting of the East Frontage Road alignment further west to reduce right-of-way (ROW) impacts.
 - Acquisition of a wider ROW (100 feet wide) than previously approved in order to match the existing condition.
 - Extension of East Frontage Road between Water Avenue and Placentia Avenue to maintain the currently existing connection with Placentia Avenue.
- **Changes to the existing Water Avenue:**
 - Removal of the previously-approved curb ramps at the East Frontage Road/Water Avenue intersection and extension of the previously-approved sidewalk through the street, removing the connection to Water Avenue.
- **New Traffic Signal:**
 - Addition of a new traffic signal at the Placentia Avenue and Indian Avenue intersection to the east of I-215.
 - Addition of a new traffic signal at the Placentia Avenue and additional pavement delineation at the Harvill Avenue intersection to the west of I-215
- **Culvert:**
 - Replace existing culvert under the railroad tracks with a larger culvert.
- **Drainage:**
 - Addition of a new drainage basin at the southeast corner of the Placentia Avenue and Indian Avenue intersection.
 - Addition of a new drainage basin south of Placentia Avenue and west of Indian Avenue.

RE-EVALUATION (NEPA)/RE-VALIDATION (CEQA) FORM

- Addition of a drainage facility east of Indian Avenue on the south side of Placentia Avenue, connecting to the existing drainage facility east of Perris Boulevard on the north side of Placentia Avenue.
- **Bike Lanes:**
 - Designate the previously-approved shoulders as Class II bike lanes that will extend the entire length on Placentia Avenue from Harvill Avenue to Indian Avenue.
- **Utilities:**
 - Rerouting of the Eastern Municipal Water District (EMWD) sewer line that currently crosses I-215 just south of Placentia to cross under I-215 at Orange Avenue.
- **Construction:**
 - Full closure of Placentia Avenue between Harvill Avenue and East Frontage Road during construction for a minimum of 10 months.

Changes in environmental setting, e.g., new development affecting traffic or air quality;

The only change to the environmental setting is the expansion of the MCP ROW as a result of the I-215/ Placentia Avenue interchange final design refinements that extend beyond the original footprint of the MCP Project. The proposed final design refinements for the I-215/ Placentia Avenue interchange that extend beyond the original footprint of the MCP Project would result in an increase of 26.2 acres of land being permanently impacted beyond that analyzed in the Final EIR/EIS.

Changes in environmental circumstances, e.g., a new law or regulation; change in the status of a listed species.

There are no changes in the environmental circumstances that would change the results of the analysis in the previously approved Final EIR/EIS and supporting technical studies.

Changes to environmental impacts of the project, e.g., a new type of impact, or a change in the magnitude of an existing impact.

Discussions are provided below for all resources. The following discussions are based on the approved Final EIR/EIS and the third Supplemental Historic Property Survey Report (HPSR) (July 2018) (attached to this Environmental Re-evaluation).

- **Land Use.** The proposed final design refinements for the I-215/Placentia Avenue interchange that extend beyond the original footprint of the MCP Project would result in an increase of 1.40 acres of land being temporarily impacted and 26.2 acres of land being permanently impacted. When the additional permanent impact is added to the total amount of 1,327.2 acres of permanent conversion of land to transportation uses impacted by the MCP project as noted in Table 3.1.B of the Final EIR/EIS, as well as the 154.3 additional acres of land for the Sweeney Mitigation Site (addressed in a previous Environmental Re-evaluation), the total amount of land impacted by the MCP project would now be 1,491.92 acres. This approximately 0.7 percent increase in permanent impacts as a result of the proposed I-215/Placentia Avenue interchange final design refinements is nominal in intensity, and would not result in any changes to the impacts conclusions or require any additional avoidance, minimization, or mitigation measures. In addition, as a component of the MCP Project, RCTC has requested an update to the 2019 Federal Transportation Improvement Program (FTIP) to include the I-215/Placentia interchange. The information in the Final EIR/EIS with regard to land use remains valid.
- **Growth.** The MCP Project, as connected with other highways through system interchanges, will make the MCP study area more regionally accessible and will facilitate future growth and development in a manner consistent with that proposed in the adopted land use plans for the area. As stated in the Final EIR/EIS, the I-215/Placentia Avenue interchange would support the future land uses in this area as planned in the Riverside County General Plan (December 2015) and the City of Perris General Plan (certified 2005) but could accelerate the demand for development in this area. Avoidance, minimization, and mitigation measures for the direct growth effects of the MCP Project to resources of concern, including threatened and

RE-EVALUATION (NEPA)/RE-VALIDATION (CEQA) FORM

endangered species, aquatic resources, cultural resources, and farmland are provided in the Final EIR/EIS (page 3.2-19 in the Final EIR/EIS).

The proposed final design refinements for the I-215/Placentia Avenue interchange that extend beyond the original footprint of the MCP Project include geometric refinements, extension of the existing East Frontage Road, two new traffic signals, two new drainage basins as well as a drainage facility, replacement of an existing culvert with a larger culvert, and a Class II bike lane. Because of their limited scope, none of these design refinements would foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. Therefore, the proposed final design refinements would not result in additional local or regional population growth beyond what was previously analyzed in the Final EIR/EIS. The information in the Final EIR/EIS with regard to growth remains valid.

- **Farmlands/Timberlands.** The proposed final design refinements for the I-215/Placentia Avenue interchange that extend beyond the original footprint of the MCP Project would result in an increase of 4.11 acres of Farmland of Local Importance being impacted. When the additional Farmland of Local Importance is added to the total amount of 1,042.84 acres of permanent conversion of designated farmland to transportation uses impacted by the MCP Project, as noted in Table 3.3.C of the Final EIR/EIS, plus the 73.90 additional acres of Farmlands of Local Importance for the Sweeney Mitigation Site (addressed in a previous Environmental Re-evaluation), the total amount of designated farmland impacted by the MCP Project would be 1,120.85 acres. This approximately 0.37 percent increase in impacts as a result of the proposed I-215/Placentia Avenue interchange design refinements is nominal in intensity, and would not result in any changes to the impact conclusions, a substantial increase to the previously identified impacts, or require any additional avoidance, minimization, or mitigation measures. The information in the Final EIR/EIS with regard to farmlands/timberlands remains valid.
- **Community Impacts, Relocation, and Environmental Justice.** The proposed final design refinements for the I-215/Placentia Avenue interchange that extend beyond the original footprint of the MCP Project would require acquisition of portions of 8 additional parcels of land in addition to the acquisitions identified in the Final EIR/EIS; however, these additional acquisitions would not result in any new displacements and/or relocations. Therefore, the information in the Final EIR/EIS with regard to community impacts, relocation, and environmental justice remains valid, and no additional avoidance, minimization, or mitigation measures are required.
- **Utilities and Emergency Services.** As part of the proposed final design refinements to the I-215/Placentia Avenue interchange, an EMWD sewer line that currently crosses I-215 just south of Placentia Avenue would be rerouted to cross under I-215 at Orange Avenue. Consistent with Mitigation Measure U&ES-8 on page 3.5-14 in the Final EIR/EIS, RCTC is coordinating the final plans for the proposed relocation with EMWD to avoid impacting the line and to maintain EMWD access for maintenance. No other proposed final design refinements would affect utilities. The information in the Final EIR/EIS with regard to utilities remains valid, and no additional avoidance, minimization, or mitigation measures are required.

Consistent with Mitigation Measure TR-1 on page 3.6-56 in the Final EIR/EIS, a Transportation Management Plan (TMP) (January 2018) was prepared for the I-215/Placentia Avenue interchange. The purpose of the TMP is to provide engineers, contractors, and the construction team with a method to monitor and manage traffic flow, as well as reduce congestion in traffic flow during construction. The TMP would have beneficial effects on the ability of emergency services to provide responses within the I-215/Placentia Avenue interchange study area during construction. The completion of the I-215/Placentia Avenue interchange would have beneficial effects on the ability of emergency services to provide responses within the I-215/Placentia Avenue interchange study area during operation. Additionally, the proposed final design refinements including geometric refinements, extension of the existing East Frontage Road, two new traffic signal, two new drainage basins and drainage facility, replacement of an existing culvert with a larger culvert, and a Class II bike lane would not obstruct access for emergency responders within the study area. The information in the Final EIR/EIS with regard to emergency services remains valid, and no additional avoidance, minimization, or mitigation measures are required.

- **Traffic and Transportation/Pedestrian and Bicycle Facilities.** The Final EIR/EIS stated that as a result of the I-215/Placentia Avenue interchange, all study area intersections on Cajalco

RE-EVALUATION (NEPA)/RE-VALIDATION (CEQA) FORM

Road between Interstate 15 (I-15) and I-215 are expected to operate at satisfactory level of service (LOS) D or better in 2020 and 2040 conditions (page 3.6-19 in the Final EIR/EIS). As part of the proposed final design refinements to the I-215/Placentia Avenue interchange, a Class II bicycle lane would be designated on the previously approved shoulder on Placentia Avenue from Harvill Avenue to Indian Avenue. A Class II bicycle lane provides a striped lane for one-way bike travel on a street or highway. Also as part of the proposed final design refinements to the I-215/Placentia Avenue interchange, a sidewalk would be added along the East Frontage Road, and the connection to Water Avenue from East Frontage Road would be removed. The proposed final design refinements for the I-215/Placentia Avenue interchange would provide additional benefits for bicyclists and pedestrians and would not change or reduce the net benefit to traffic operations identified in the Final EIR/EIS and would not result in changes to the traffic analysis in the Final EIR/EIS. Additionally, as part of the proposed final design refinements, a new traffic signal at the Placentia Avenue and Indian Avenue intersection and a new traffic signal at the Placentia Avenue and Harvill Avenue intersection will be installed. The proposed traffic signals would assign vehicular and pedestrian-right-of-way and increase safety at these two intersections. The proposed traffic signal would not result in changes to the traffic analysis in the Final EIR/EIS. Additionally, consistent with Mitigation Measure TR-1 on page 3.6-56 in the Final EIR/EIS, a Transportation Management Plan (TMP) (January 2018) was prepared for the I-215/Placentia Avenue interchange. Therefore, the findings and measures related to traffic and transportation/pedestrian and bicycle facilities in the Final EIR/EIS remain valid, and no additional avoidance, minimization, or mitigation measures are required.

- **Visual and Aesthetics.** As stated in the Final EIR/EIS, the I-215/ Placentia Avenue interchange would result in long-term adverse visual impacts as a result of the permanent alteration of the visual environment. As part of proposed final design refinements to the I-215/Placentia Avenue interchange, one new traffic signal would be added at the Placentia Avenue and Indian Avenue intersection to the east of I-215, and one new traffic signal would be added at the Placentia Avenue and Harvill Avenue intersection to the west of I-215. The scale and location of the proposed traffic signals would be cohesive with the future land uses in the area, and the proposed final design refinements would not result in additional impacts to visual quality. Additionally, the I-215/Placentia Avenue interchange will include landscaping and aesthetic treatment consistent with the existing I-215 in the City of Perris and will provide a beneficial visual effect to the surrounding land uses. No other proposed final design refinements would affect visual or aesthetics. Therefore, the information in the Final EIR/EIS with regard to visual and aesthetics remains valid, and no additional avoidance, minimization, or mitigation measures are required.
- **Cultural Resources.** The proposed final design refinements for the I-215/Placentia Avenue interchange that extend beyond the original footprint of the MCP Project were not included and analyzed in the approved Area of Potential Effects (APE) map, the original Historic Property Survey Report (HPSR) (2012), the Supplemental HPSR (2015), or the second Supplemental HPSR (May 2018) for the Sweeney Mitigation Site; therefore, the APE map was revised to add the proposed I-215/Placentia Avenue design refinements and a third Supplemental HPSR (July 2018) was prepared to identify whether additional historic properties are present within the expanded APE. The additional areas of the APE consist of 8.97 acres of land that is primarily characterized by recently constructed roadways. Based upon previous records searches conducted for the MCP Project, no additional historic properties are located within the expanded APE, and no previously recorded archaeological resources are located within the expanded APE. However, monitoring of construction of the I-215/ Placentia Avenue interchange would still be conducted in accordance with the Discovery and Monitoring Plan for cultural resources (Mitigation Measure CUL-4 on page 3.8-28 in the Final EIR/EIS). Because no additional historic properties are located within the expanded APE, the information in the Final EIR/EIS with regard to cultural resources remains valid, and no additional avoidance, minimization, or mitigation measures are required.
- **Hydrology and Floodplains.** As part of the proposed final design refinements to construction of the I-215/Placentia Avenue interchange, a drainage basin would be included at the southeast corner of the Placentia Avenue and Indian Ave intersection. The Final EIR/EIS indicated that the I-215/Placentia Avenue interchange is not within the 100-year floodplain of the San Jacinto River. The proposed final design refinements for the I-215/Placentia Avenue interchange that

RE-EVALUATION (NEPA)/RE-VALIDATION (CEQA) FORM

extend beyond the original footprint of the MCP Project are also not within the 100-year floodplain of the San Jacinto River, and there would be no effect on hydrology and floodplains. The information in the Final EIR/EIS with regard to hydrology and floodplains remains valid, and no additional avoidance, minimization, or mitigation measures are required.

- **Water Quality and Storm Water Runoff.** The proposed final design refinements for the I-215/Placentia Avenue interchange that extend beyond the original footprint of the MCP Project would result in an increase of 26.2 acres of land being permanently impacted beyond that analyzed in the Final EIR/EIS, which could increase the potential for construction-related pollutants to reach downstream receiving waters. However, Project construction would comply with the requirements of the Construction General Permit, which requires preparation of a Storm Water Pollution Prevention Plan (SWPPP) and implementation of best management practices (BMPs) to address pollutants of concern during construction (Mitigation Measure WQ-1 on page 3.10-36 in the Final EIR/EIS).

The proposed final design refinements for the I-215/Placentia Avenue interchange that extend beyond the original footprint of the MCP Project would result in an increase of 4.11 acres of Farmland of Local Importance being impacted by the MCP Project. Former farmlands may contain elevated concentrations of pesticides, which would have the potential to affect water quality during construction and operation. However, as discussed in Section 3.13, Hazardous Waste/Materials, of the Final EIR/EIS, the soil would be tested for pesticides and remediated, if necessary, in accordance with Caltrans protocol, as well as local, state, and federal regulations (Mitigation Measure HW-9 on page 3.13-41 in the Final EIR/EIS). Mitigation Measure HW-9 would address the potential for pesticides to contaminate storm water runoff during construction and floodwaters during operation.

With implementation of Mitigation Measures WQ-1 and Mitigation Measure HW-9, the conclusions in the Final EIR/EIS related to water quality remain valid and would not require any additional avoidance, minimization, or mitigation measures.

- **Geology, Soils and Seismic, and Topography.** The proposed final design refinements for the I-215/Placentia Avenue interchange that extend beyond the original footprint of the MCP Project include geometric refinements, extension of the existing East Frontage Road, two new traffic signals, two new drainage basins as well as a drainage facility, replacement of an existing culvert with a larger culvert, and a Class II bike lane. Because of their limited scope and being in nearly the same geographic area, construction and operation of the proposed design refinements would not increase the risk for geologic hazards such as soil erosion, slope instability, liquefaction, or seismic issues as a result of construction and operation. Therefore, the proposed final design refinements for the I-215/Placentia Avenue interchange would not result in any changes to the geology, soils and seismic, and topography impact conclusions or require any additional avoidance, minimization, or mitigation measures. The information in the Final EIR/EIS with regard to geology, soils and seismic, and topography impacts remains valid.
- **Paleontology.** The proposed final design refinements for the I-215/Placentia Avenue interchange that extend beyond the original footprint of the MCP Project would result in an increase of 26.2 acres of land being permanently impacted beyond that analyzed in the Final EIR/EIS. As shown on Figure 3.12.1 in the Final EIR/EIS, the I-215/Placentia Avenue interchange is located in an area considered to be highly sensitive for encountering paleontological resources. Excavation that extends more than 10 feet below the original ground surface could result in impacts to paleontological resources. Construction of the I-215/Placentia Avenue interchange requires a maximum depth of 56 feet in limited locations. Monitoring for paleontological resources will be conducted on a full-time basis where excavation would be more than 3 feet, as required under Mitigation Measure PAL-1, Paleontological Mitigation Plan, on page 3.12-16 in the Final EIR/EIS. The avoidance, minimization, and mitigation measures related to paleontological resources discussed in the Final EIR/EIS remain applicable to any potential paleontological resource impacts related to the proposed final design refinements to the I-215/Placentia Avenue interchange. No additional avoidance, minimization, or mitigation measures are required. The information in the Final EIR/EIS with regard to paleontology remains valid.
- **Hazardous Wastes and Materials.** The study area for hazardous waste/materials in the Final EIR/EIS was the Project footprint for all the MCP Build Alternatives (the area of physical

RE-EVALUATION (NEPA)/RE-VALIDATION (CEQA) FORM

improvements, the area of soil disturbance, and the proposed ROW acquisition boundaries) plus a 0.25-mile radius from the project footprint (page 3.13-2 in the Final EIR/EIS). This study area was selected because this area provided a reasonable boundary for assessing impacts to the MCP Project from existing hazardous waste/materials sites. The closest hazardous release sites to the I-215/Placentia Avenue interchange include the Cla-Val Company (24100 Water Street) and Craftech Metal Forming, Inc. (24100 Water Street). The portion of the proposed final design refinements for the I-215/Placentia Avenue interchange that extend beyond the original footprint of the MCP Project on Frontage Road near Water Street include proposed fencing and does not move transportation uses closer to the hazardous release sites. Additionally, the proposed final design refinements for the I-215/Placentia Avenue interchange do not extend beyond the study area for hazardous waste/materials. Therefore, the proposed final design refinements for the I-215/Placentia Avenue interchange would not change the conclusions in the Final EIR/EIS related to hazardous waste/materials or require any additional avoidance, minimization, or mitigation measures.

- **Air Quality.** The proposed final design refinements for the I-215/Placentia Avenue interchange that extend beyond the original footprint of the MCP Project include geometric refinements, extension of the existing East Frontage Road, two new traffic signal, two new drainage basins and a drainage facility, replacement of an existing culvert with a larger culvert, and a Class II bike lane. None of these design refinements would change the construction assumptions or change the forecasted traffic volumes included in the Final EIR/EIS. Therefore, the air quality impact analysis would remain the same. The avoidance, minimization, and mitigation measures related to air quality discussed in the Final EIR/EIS remain applicable to any construction activities, specifically Mitigation Measures AQ-1 (Fugitive Dust Source Controls), AQ-2 (Mobile and Stationary Source Controls), AQ-4 (Caltrans Standard Specifications for Construction), and AQ-6 (Construction Emissions). Therefore, no new air quality impacts are anticipated as a result of the proposed final design refinements for the I-215/Placentia Avenue interchange, and no new analysis or measures are needed to address air quality impacts; therefore, the findings of the Final EIR/EIS with regard to air quality remain valid.
- **Noise.** The proposed final design refinements for the I-215/Placentia Avenue interchange that extend beyond the original footprint of the MCP Project would not result in any change to the forecasted traffic volumes; therefore, the traffic noise analysis results would remain the same. In accordance with Mitigation Measures N-2 (Construction Noise) on page 3.15-104 in the Final EIR/EIS, and N-3 (Noise Ordinances) on page 3.15-105 in the Final EIR/EIS, construction of the I-215/Placentia Avenue interchange would comply with local jurisdiction noise restrictions, as well as Caltrans Standard Specifications Section 14-8.02 and Caltrans Standard Special Provisions 14-8.02. The information in the Final EIR/EIS with regard to noise impacts remains valid, and no additional avoidance, minimization, or mitigation measures are required.
- **Natural Communities.** The Supplemental Biological Study Area (BSA) for the proposed final design refinements for the I-215/Placentia Avenue interchange consists of approximately 12 acres of additional areas beyond the original footprint of the MCP Project. The following table summarizes the land cover of the additional areas impacted beyond the original footprint of the MCP Project.

Vegetation/Land Cover (in acres)	
Cropland	2.2
Developed/Ruderal	6.6
Non-Native Grassland	0.0
Riversidean Upland Sage Scrub	3.0
Total	11.8

The land cover types in the Supplemental BSA include cropland, developed/ruderal, and Riversidean upland sage scrub. Of these land covers, the only natural communities in the Supplemental BSA are Riversidean upland sage scrub. Riversidean upland sage scrub in the Supplemental BSA is dominated exclusively by California buckwheat (*Eriogonum fasciculatum*), located along manufactured slopes, likely resulting from seeding after road construction. South of undeveloped Placentia Avenue and Susan Lane, there is a small basin containing dead

RE-EVALUATION (NEPA)/RE-VALIDATION (CEQA) FORM

cattails (*Typha* sp.). There is a narrow band of Goodding's willows (*Salix gooddingii*), mulefat (*Baccharis salicifolia*), Mediterranean tamarisk (*Tamarix ramosissima*), and tree of heaven (*Ailanthus altissima*) around the basin and extending eastward along a shallow ditch that extends eastward from the basin and terminates before Indian Avenue. The woody vegetation is associated exclusively with these man-made features, not with the jurisdictional drainages in the BSA.

The basin and ditch are located along an EMWD pipeline. The small stand of dying woody vegetation associated with these features is the result of a leaking blow-off valve structure that went unreported and unnoticed for a period of time, but has subsequently been repaired.¹ EMWD repaired the valve in 2016 and subsequently, the removal of that artificial water source has resulted in the death of the majority of the willow trees and mule fat shrubs. Those individuals of willow and mule fat that remain are expected to decline as well, and, without the water source, no re-establishment of new willow trees or mule fat shrubs is expected.

In the Final EIR/EIS, impacts to 0.4 acre of Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Riparian/Riverine and California Department of Fish and Wildlife (CDFW) areas were identified within the basin; however, this area does not currently meet the definition of Riparian/Riverine areas in MSHCP Section 6.1.2, Protection of Species Associated with Riparian/Riverine Areas and Vernal Pools, which excludes areas that are artificially created (unless created as mitigation or by altering natural streams). The basin and ditch are artificially created, and the water source is also artificial, as described in the preceding paragraph. However, the basin was still included in the habitat assessment and the area was found to be unsuitable.

There is no critical habitat within the Supplemental BSA; thus, no avoidance, minimization, or mitigation measures for critical habitat are required. The site is within the Plan Area of the Stephens' Kangaroo Habitat Conservation Plan (HCP) and the Western Riverside County MSHCP, which is discussed in the Threatened and Endangered Species Section below.

- **Wetlands and Other Waters.** The Supplemental BSA is within the jurisdiction of the Santa Ana River Basin Regional Water Quality Board (RWQCB), the CDFW, and the United States Army Corps of Engineers (USACE). Based on the updated site visits conducted within the Supplemental BSA on April 9, 2018, April 26, 2018, and June 26, 2018, there will be 0.59 acre of permanent effects to CDFW jurisdictional streambed, and 0.41 acre of permanent effects and 0.08 acre of temporary effects to non-wetland waters under USACE jurisdiction. There is no riparian habitat associated with the streambed, and there are no wetlands within the Supplemental BSA. The basin discussed above that was previously identified as an MSHCP Riparian/Riverine area was also previously identified in the Final EIR/EIS as a CDFW jurisdictional area; however, it has no surface connection to a jurisdictional streambed. The basin was also assessed for potential wetlands. A soil pit dug in the basin by Biologists Stan Spencer and Anthony Greco on April 24, 2018, showed that soils were not hydric. Wetland sample points were taken at three other locations in the Supplemental BSA as well, and all areas lacked one or more of the three required wetland parameters.

All CDFW effects are considered permanent. Temporary effects to USACE jurisdictional non-wetland waters occur where fill material has already been discharged, such as riprap or a concrete trapezoidal ditch, and these will be replaced by similar structures. Consistent with Mitigation Measure WET-1 on page 3.18-45 in the Final EIR/EIS, mitigation for the 0.59 acre of permanent effects of non-wetland waters of the U.S. and CDFW jurisdictional areas will consist of mitigation at a 2:1 replacement ratio (totaling 1.18 acres), with a minimum of 1:1 replacement through establishment or re-establishment occurring within the San Jacinto watershed. Of the total 31.6 acres of non-wetlands that will be re-established as part of the overall MCP Project's Sweeney Mitigation Site, 1.18 acre will be utilized for mitigation of the non-wetland waters, CDFW jurisdictional non-riparian streambed, and the riverine (non-San Jacinto River floodplain) effects of the Project. The Sweeney Mitigation Site will be provided to the Western Riverside County Regional Conservation Authority (RCA) for conservation. All mitigation is consistent with the requirements of Mitigation Measures WET-1, on page 3.18-45 in the Final EIR/EIS, and WET-2, on page 3.18-46 in the Final EIR/EIS (Permanent and Temporary Impacts to

¹ Personal communication with Eli Rodriguez and Joe Howell, EMWD Water Operations.

RE-EVALUATION (NEPA)/RE-VALIDATION (CEQA) FORM

Jurisdictional Areas); no additional avoidance, minimization, or mitigation measures are required. The creation of off-site mitigation at the Sweeney Mitigation Site will offset permanent effects to jurisdictional waters; the replacement of similar temporarily impacted structures on-site will offset temporary impacts; therefore, no additional compensatory mitigation will be required.

- **Plant Species.** No special-status plant species were identified as present within the Supplemental BSA. Therefore, no additional avoidance, minimization, or mitigation measures are required.
- **Animal Species.** Special-status animal species, including various bat species, and western burrowing owl (*Athene cunicularia hypugaea*) are potentially present in the Supplemental BSA. Bats and burrowing owls were discussed previously in the Final EIR/EIS. Qualified bat biologist Jill Carpenter conducted a bat habitat suitability assessment and determined that there were multiple structures suitable for night roosting, but only one structure was suitable for day roosting or maternity roosting. In compliance with Mitigation Measure AS-4, on page 3.20-15 in the Final EIR/EIS, on June 30, 2018, a nighttime acoustic and emergence survey was conducted at this structure, which is located beneath the western frontage road north of Placentia Avenue. During that survey, no bats were observed roosting in or emerging from that structure and the only bat species detected in the vicinity was Mexican free-tailed bat (*Tadarida brasiliensis* ssp. *mexicana*). Additional bat species that were not detected during the survey, but that have a moderate-to-high probability of foraging or, in some cases, potentially roosting within the Supplemental BSA include western yellow bat (*Lasiurus xanthinus*), western mastiff bat (*Eumops perotis*), big brown bat (*Eptesicus fuscus*), California myotis (*Myotis californicus*), and western canyon bat (*Parastrellus hesperus*). Based on the 2018 nighttime survey, this structure is not currently used as a maternity roost, and no additional avoidance and minimization measures associated with maternity colonies or maternity-roosting habitat as required under Mitigation Measure AS-4 are currently anticipated. However, for compliance with Mitigation Measure AS-4, a follow-up nighttime maternity season survey will be required during June prior to construction to ensure that maternity bats have not subsequently occupied the site. Seasonal use of the roosting habitat within the structure outside of the maternity season is currently unknown. If the culvert will be removed or modified for the Project, habitat mitigation may be required by the CDFW to avoid net loss of bat-roosting habitat. In addition, measures to minimize potential impacts to night-roosting bats including, but not limited to, minimizing night lighting at structures used for night roosting, will be developed in coordination with the CDFW. As discussed in the Final EIR/EIS, Mitigation Measure AS-1 on page 3.20-12, a pre-construction burrowing owl survey will be required within 120 days prior to ground disturbance. If burrowing owls are found to be present, avoidance measures will be conducted as described in detail in the MCP MSHCP Consistency Determination Including Determination of Biologically Equivalent or Superior Preservation Analysis. These avoidance measures will be conducted in consultation and coordination with the RCA and the Wildlife Agencies using the methodology in a Burrowing Owl Relocation Plan, and may include delimiting an avoidance buffer around active burrows, delaying work in the vicinity of burrows until they are no longer active, or actively or passively relocating the owls. Additionally, in order to comply with the MSHCP Table 9-2 Species Conservation Summary, Species Objective 6 for the Burrowing Owl, a follow-up pre-construction survey will be required within suitable habitat within 30 days prior to ground disturbance. In addition, the avoidance, minimization, and mitigation measures related to burrowing owl (Mitigation Measures AS-1 through AS-3, pages 3.20-12 to 3.20-13 in the Final EIR/EIS) for the Project remain applicable to any potential impacts at the site; therefore, no additional avoidance, minimization, or mitigation measures are required.
- **Threatened and Endangered Species.** One federally listed animal species, the Stephens' kangaroo rat (*Dipodomys stephensi*; SKR), potentially has suitable habitat present within the Supplemental BSA.

Stephens' Kangaroo Rat. The proposed final design refinements for the I-215/Placentia Avenue interchange that extend beyond the original footprint of the MCP Project, would impact an additional 3.03 acres of Riversidean upland sage scrub. Including the additional 3.03 acres, the I-215/Placentia Avenue interchange will impact 17.50 acres of SKR suitable habitat, consisting of 9.39 acres of non-native grassland and 8.11 acres of Riversidean upland sage scrub. As specified by the Incidental Take Statement of the Biological Opinion Amendment,

RE-EVALUATION (NEPA)/RE-VALIDATION (CEQA) FORM

dated June 19, 2018, the FHWA and RCTC are required to monitor and report on compliance with the established take threshold for all SKR habitat associated with the proposed action.

The United States Fish and Wildlife Service (USFWS) approved the Biological Opinion for the MCP project on February 11, 2015, and an amendment was issued on June 19, 2018. Because the original Biological Opinion did not include an Incidental Take Statement for SKR, the 2018 Biological Opinion Amendment provides for incidental take of up to 199.08 acres of SKR habitat. SKR habitat consists of non-native grassland, alkali grassland, and Riversidean upland sage scrub, as described in the Supplemental Natural Environment Study (NES) (2013). The specific terms and conditions listed on page 7 of the Biological Opinion Amendment are already provided for in Mitigation Measures NC-1 (page 3.17-61) and NC-7 (page 3.17-67), and Mitigation Measure TE-2 (page 3.21-21) in the Final EIR/EIS. The monitoring report, which will keep track of the allotted take of 199 acres stating the acreage of impacts to SKR habitat, will be completed for the I-215/ Placentia Avenue interchange component of the MCP Project following completion of construction.

- **Invasive Species.** The California Invasive Plant Council (Cal-IPC) Inventory (Cal-IPC 2017) identifies non-native plants that are serious problems in wildlands (natural areas that support native ecosystems, including national, state, and local parks, ecological reserves, wildlife areas, national forests, and Bureau of Land Management lands, etc.). The inventory categorizes plants as High, Moderate, or Limited based on the species' negative ecological impact in California. The Final EIR/EIS addressed 47 invasive/exotic plant species observed within the BSA for the MCP Project. Of these 47 species, the invasive plant ratings for 7 species are categorized as "High," 19 species are categorized as "Moderate," and 21 species are categorized as "Low." An additional five invasive species that are present within the Supplemental BSA were not included in the Final EIR/EIS; they include tocalote (*Centaurea melitensis*), black mustard (*Brassica nigra*), and wild oat (*Avena fatua*), all categorized as "Moderate;" and kochia (*Kochia scoparia*) and puncture vine (*Tribulus terrestris*), categorized as "Limited." The same impacts and mitigation measures within the Final EIR/EIS will apply to these species as well.

The only species observed within the Supplemental BSA in 2018 that is rated as "High" is Mediterranean tamarisk (*Tamarix ramosissima*) in the vicinity of the basin adjacent to the EMWD repaired blow-off valve in the eastern portion of the Supplemental BSA. There are other Moderate species, such as shortpod mustard, ripgut brome, wild oat (*Avena fatua*), Bermuda grass (*Cynodon dactylon*), mouse barley, and tree tobacco (*Nicotiana glauca*). The construction of the proposed final design refinements to the I-215/Placentia Avenue interchange may spread invasive species through entering and exiting construction equipment contaminated by invasives, the inclusion of invasive species in seed mixtures and mulch, and the improper removal and disposal of invasive species so that its seed is spread along the highway. These impacts are similar to the potential permanent impacts discussed in the Final EIR/EIS.

Therefore, the avoidance, minimization, and mitigation measures related to the invasive species (Mitigation Measures IS-1 through IS-6 on pages 3.22-3 to 3.22-6 in the Final EIR/EIS) remain applicable to the potential impacts, and no additional avoidance, minimization, or mitigation measures are required.

- **Cumulative Impacts.** The cumulative impact analysis in Section 3.25 of the Final EIR/EIS concluded that the MCP Project, when combined with the other anticipated cumulative projects, would contribute to a cumulative loss of farmlands, cultural resources, paleontological resources, natural communities, wetlands and other waters, plant species, animal species, and threatened and endangered species. The cumulative impact analysis in the Final EIR/EIS also concluded that the MCP Project would contribute to cumulative noise impacts. As discussed in the analysis above, the proposed final design refinements for the I-215/Placentia Avenue interchange would result in a nominal increase in impacts to farmlands, but would not result in any changes to the impact conclusions or require any additional avoidance, minimization, or mitigation measures. For the additional impacts discussed above to wetlands and other waters, animal species, and threatened and endangered species, those impacts are fully mitigated as a result of the mitigation provided by the Sweeney Mitigation Site and the mitigation measures provided in the Final EIR/EIS. Therefore, impacts resulting from construction of the proposed final design refinements to the I-215/Placentia Avenue interchange would not change the findings previously presented in the Final EIR/EIS regarding cumulative impacts.

RE-EVALUATION (NEPA)/RE-VALIDATION (CEQA) FORM

Changes to avoidance, minimization, and/or mitigation measures since the environmental document was approved.

Based on the analysis conducted for this Environmental Re-evaluation, no new significant impacts or substantially increased impacts will result from the proposed final design refinements for the I-215/Placentia Avenue interchange; and no additional avoidance, minimization, or mitigation measures beyond those identified in the Final EIR/EIS are required.

Changes to environmental commitments since the environmental document was approved, e.g., the addition of new conditions in permits or approvals. When this applies, append a revised Environmental Commitments Record (ECR) as one of the Continuation Sheets.

Because no additional avoidance, minimization, or mitigation measures beyond those identified in the Final EIR/EIS are required, no changes to the Environmental Commitments Record in the Final EIR/EIS (Appendix F) are required.

Conclusion

Per 23 Code of Federal Regulations (CFR) 771.130(b)(1), a supplemental EIS is not necessary when the changes to the proposed action, new information, or new circumstances result in a lessening of adverse environmental impacts evaluated in the EIS without causing other environmental impacts that are significant and that were not evaluated in the EIS. Based on the above discussion, the proposed final design refinements for the I-215/Placentia Avenue interchange that extend beyond the original footprint of the MCP Project would not result in a substantial increase of adverse environmental impacts or cause new significant impacts that have not already been evaluated in the Final EIS. That is, the proposed final design refinements would not result in any new significant or substantially increased adverse effects. Therefore, a supplemental EIS under NEPA is not required.

Per California Code of Regulations (CCR) Section 15164, an addendum to a previously certified EIR shall be prepared if some changes or additions are necessary; however, none of the conditions described in CCR Section 15162 calling for preparation of a subsequent EIR have occurred. Based on the above discussion, the proposed final design refinements for the I-215/Placentia Avenue interchange that extend beyond the original footprint of the MCP Project would not result in a substantial increase of adverse environmental impacts or cause new significant impacts that have not already been evaluated in the Final EIR. That is, the proposed final design refinements would not result in any new significant or substantially increased significant effects. Therefore, an addendum to the previously certified Final EIR is appropriate under CEQA.

Attachment: Figure 1: Areas of New Impact

RE-EVALUATION (NEPA)/RE-VALIDATION (CEQA) FORM

Figure 1: Areas of New Impact

Agreement No. 18-31-148-00

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

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
VALI COOPER & ASSOCIATES, INC.
FOR
CONSTRUCTION MANAGEMENT SERVICES, MATERIALS TESTING, AND
CONSTRUCTION SURVEYING
FOR THE
INTERSTATE 215/PLACENTIA AVENUE INTERCHANGE IMPROVEMENTS
PROJECT**

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 VALI COOPER & ASSOCIATES, INC. ("Consultant"), a CORPORATION. The Commission and Consultant are sometimes referred to herein individually as "Party", and collectively as the "Parties".

Recitals.

A. On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

B. Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.

C. On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.

D. A source of funding for payment for professional services provided under this Agreement is state funds administered by the California Department of Transportation ("Caltrans") pursuant to the following project/program: **[__INSERT FUNDING SOURCE__]**.

E. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing construction management services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

F. The Commission desires to engage Consultant to render such services for the Interstate 215/Placentia Avenue Interchange Improvements Project ("Project"), as set forth in this Agreement.

Terms.

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

2. Commencement of Services. [**USE THIS PARAGRAPH IF NOTICE TO PROCEED OR LIMITED NOTICE TO PROCEED HAS BEEN ISSUED**] Commission has authorized Consultant to commence performance of the Services by a "Notice to Proceed" or "Limited Notice to Proceed" dated _____. Consultant agrees that Services already performed pursuant to the "Notice to Proceed" or "Limited Notice to Proceed" shall be governed by all the provisions of this Agreement, including all indemnification and insurance provisions.

[**USE THIS SENTENCE IF NO NOTICE TO PROCEED OR LIMITED NOTICE TO PROCEED HAS BEEN ISSUED**] The Consultant shall commence work upon receipt of a written "Notice to Proceed" or "Limited Notice to Proceed" from Commission.

3. Pre-Award Audit. As a result of the state funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before the Commission will consider approval of this Agreement. The state aid provided under this Agreement is contingent on meeting all state requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitates State process reviews.

4. Caltrans Audit Procedures. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 23 and 24 of this Agreement.

5. Term.

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

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

5.3 This Agreement shall remain in effect until the date set forth above, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

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

7. Consultant's Representative. Consultant hereby designates [**INSERT NAME OR TITLE**] to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

8. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are as follows: [**INSERT NAMES OF KEY PERSONNEL**].

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

the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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

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

11.1 Modification of the Schedule. Consultant shall regularly report to the Commission, through correspondence or progress reports, its progress in providing required Services within the scheduled time periods. Commission shall be promptly informed of all anticipated delays. In the event that Consultant determines that a schedule modification is necessary, Consultant shall promptly submit a revised Schedule of Services for approval by Commission's Contract Administrator.

11.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, on a bi weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

11.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services.

Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

12. Delay in Performance.

12.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

12.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 12.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

12.3 Mutual Agreement. Performance of any Services under this Agreement may be delayed upon mutual agreement of the Parties. Upon such agreement, Consultant's Schedule of Services shall be extended as necessary by the Commission. Consultant shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

13. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with state funding. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

14. Appearance at Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

15. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be

disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator and Caltrans to inspect or review Consultant's work in progress at any reasonable time.

16. Claims Filed by Contractor.

16.1 If claims are filed by the Commission's contractor for the Project ("Contractor") relating to work performed by Consultant's personnel, and additional information or assistance from the Consultant's personnel is required by the Commission in order to evaluate or defend against such claims; Consultant agrees to make reasonable efforts to make its personnel available for consultation with the Commission's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

16.2 Consultant's personnel that the Commission considers essential to assist in defending against Contractor claims will be made available on reasonable notice from the Commission. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this Agreement.

16.3 Services of the Consultant's personnel and other support staff in connection with Contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

16.4 Nothing contained in this Section shall be construed to in any way limit Consultant's indemnification obligations contained in Section 29. In the case of any conflict between this Section and Section 29, Section 29 shall govern. This Section is not intended to obligate the Commission to reimburse Consultant for time spent by its personnel related to Contractor claims for which Consultant is required to indemnify and defend the Commission pursuant to Section 29 of this Agreement.

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

18. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. For example, and not by way

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

19. Fees and Payment.

19.1 The method of payment for this Agreement will be based on actual cost plus a fixed fee. Commission shall reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the Services. Consultant shall not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant cost proposal attached hereto as Exhibit "C" and incorporated herein by reference ("Cost Proposal") unless additional reimbursement is provided for by a written amendment. In no event shall Consultant be reimbursed for overhead costs at a rate that exceeds Commission's approved overhead rate set forth in the Cost Proposal. The overhead rates included in the attached Exhibit "C" shall be fixed for the term of the Master Agreement, and shall not be subject to adjustment. In the event that Commission determines that a change to the Services from that specified in the Cost Proposal and this Agreement is required, the contract time or actual costs reimbursable by Commission shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Section 19.8 shall not be exceeded, unless authorized by a written amendment.

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

19.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. In addition, payments to Consultant for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State

employees under current State Department of Personnel Administration (DPA) rules, unless otherwise authorized by Commission. If the rates invoiced are in excess of those authorized DPA rates, and Commission has not otherwise approved said rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to the Commission on demand.

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

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

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

19.7 Consultant shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by Commission's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due Commission including any equipment purchased under the Equipment Purchase provisions of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to Commission's Contract Administrator at the following address:

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

19.8 The total amount payable by Commission including the fixed fee shall not exceed [**INSERT DOLLAR AMOUNT**].

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

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

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

20. Disputes.

20.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant.

20.2 Not later than 30 days after completion of all Services under this Agreement, Consultant may request review by the Commission's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

20.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

21. Termination.

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

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

21.3 In addition to the above, payment upon termination shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. Consultant shall provide documentation deemed adequate by Commission's Contract Administrator to show the Services actually completed by Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination.

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

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

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

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

21.8 Consultant may not terminate this Agreement except for cause.

22. Cost Principles and Administrative Requirements.

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

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

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

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

23. Retention of Records/Audit. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with

the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during this Agreement period and for three years from the date of final payment under this Agreement. The state, State Auditor or Commission shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to this Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

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

24. Audit Review Procedures.

24.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by Commission's Chief Financial Officer.

24.2 Not later than 30 days after issuance of the final audit report, Consultant may request a review by Commission's Chief Financial Officer of unresolved audit issues. The request for review shall be submitted in writing.

24.3 Neither the pendency of a dispute nor its consideration by Commission shall excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

25. Subcontracting.

25.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between Commission and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to Commission for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from Commission's obligation to make payments to the Consultant.

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

25.3 Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by Commission.

25.4 Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

25.5 Any substitution of subconsultant(s) must be approved in writing by Commission's Contract Administrator prior to the start of work by the subconsultant(s).

25.6 Exhibit "C" may also set forth the rates at which each subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission to Consultant. Additional Direct Costs, as defined in Exhibit "C" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "C". The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

26. Equipment Purchase

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

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

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

Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Commission shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, Consultant may either keep the equipment and credit Commission in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Commission procedures; and credit Commission in an amount equal to the sales price.

If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to Commission and Consultant. If Consultant determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

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

27. Labor Code Requirements.

27.1 Prevailing Wages.

(a) Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Services.

(b) Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

(c) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

(d) Copies of the prevailing rate of per diem wages in effect at commencement of this Agreement are on file at the Commission's offices. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

27.4 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

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

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

28. Ownership of Materials/Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

29. Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and

expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, its directors, officials officers, employees, consultants, agents, or volunteers.

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

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

30. Insurance.

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

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

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office

Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) Automobile Liability: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

30.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. For Consultant, such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than \$1,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

30.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, Caltrans and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

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

(a) General Liability.

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

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

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

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

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

(c) Workers’ Compensation and Employers Liability Coverage.

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

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

(d) All Coverages.

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

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

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

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

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the

policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

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

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

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

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

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

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

30.9 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have

provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

30.10 Other Insurance. At its option, the Commission may require such additional coverage(s), limits and/or the reduction of deductibles or retentions it considers reasonable and prudent based upon risk factors that may directly or indirectly impact the Project. In retaining this option Commission does not warrant Consultant's insurance program to be adequate. Consultant shall have the right to purchase insurance in addition to the insurance required in this Section.

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

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

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

32. Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement,

other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is “outside the scope” of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as “sole source” procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

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

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

33. Prohibited Interests.

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

33.2 Consultant Conflict of Interest (Construction Management/ Administration).

(a) Consultant shall disclose any financial, business, or other relationship with Commission that may have an impact upon the outcome of this Agreement, or any ensuing Commission construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing Commission construction project, which will follow.

(b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of Services under this Agreement.

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

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

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

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

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

33.5 Covenant Against Contingent Fees. As may be required in connection with funding provided hereunder, the Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Commission shall have the right to terminate this Agreement without liability pursuant to the terms herein, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

33.6 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Commission employee. For breach or violation of this warranty, Commission shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually

performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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

34. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

35. Right to Employ Other Consultants. Commission reserves the right to employ other consultants in connection with the Project.

36. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

37. Disputes; Attorneys' Fees.

37.1 Prior to commencing any action hereunder, the Parties shall attempt in good faith to resolve any dispute arising between them. The pendency of a dispute shall not excuse Consultant from full and timely performance of the Services.

37.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and, all other costs of such actions.

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

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

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

CONSULTANT:

COMMISSION:

[INSERT]

Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

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

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

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

42. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

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

44. Provisions Applicable When State Department of Transportation Funds Are Involved. When funding for the Services provided by this Agreement are provided, in whole or in part, from the Caltrans, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Caltrans requirements) attached hereto and incorporated herein by reference.

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

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

47. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to

undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

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

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

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

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

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

[Signatures on following page]

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

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

<p>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</p> <p>By: _____ Dana W. Reed Chair</p> <p><i>Approved as to Form:</i></p> <p>By: _____ Best, Best & Krieger LLP General Counsel</p>	<p>CONSULTANT</p> <p>By: _____ Signature</p> <p>_____ Name</p> <p>_____ Title</p> <p>ATTEST:</p> <p>By: _____</p> <p>Its: _____</p>
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* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"

SCOPE OF SERVICES

[attached behind this page]

DRAFT

EXHIBIT “B”

SCHEDULE OF SERVICES

[attached behind this page]

DRAFT

EXHIBIT "C"
COMPENSATION PROVISIONS

[attached behind this page]

DRAFT

EXHIBIT "D"
CALTRANS REQUIREMENTS

1. STATEMENT OF COMPLIANCE.

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

B. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

2. RELEASE OF RETAINAGE

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant.

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, and by signing this Agreement, Consultant certifies under penalty of perjury that no more than one final

unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

AGENDA ITEM 8

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	January 31, 2019
TO:	Riverside County Transportation Commission
FROM:	Josefina Clemente, Transit Program Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Local Transportation Fund Advance Loan to SunLine Transit Agency

STAFF RECOMMENDATION:

This item is for the Commission to approve a loan to advance Local Transportation Funds (LTF) in the amount of \$4.5 million to SunLine Transit Agency (SunLine) under the condition the loan is repaid to the Commission within 14 days of receipt of Federal Transit Administration (FTA) Section 5307 funds.

BACKGROUND INFORMATION:

As of January 23, 2019, Congress failed to pass sufficient appropriation bills or a continuing resolution to fund federal government operations and agencies. The 2019 federal government shutdown has impacted numerous federal agencies and associated services including the FTA.

SunLine is requesting a loan in the amount of \$4.5 million from the Coachella Valley Apportioned and Unallocated LTF Reserve Fund due to the agency's inability to access FTA funds programmed to cover its Fiscal Year 2018/19 operating and capital expenses due to the ongoing partial federal government shutdown.

DISCUSSION:

SunLine, along with all other public operators in Riverside County, must file a Short Range Transit Plan (SRTP) with the Commission as part of the Commission's annual budget preparation process and in accordance with the state's Transportation Development Act (TDA). The Commission typically approves the SRTPs in June and programs and allocates funds in July of each year. Part of the funding plan for SunLine, as described in its annual SRTP, includes the programming of federal Section 5307 funds, which are used to augment LTF and passenger fares as an operating cash component.

SunLine forwarded an urgent request to the Commission on January 23, 2019, for a loan to advance LTF as the agency anticipates that it will not have adequate funds on hand to continue funding operations at the level approved in the SRTP. The FY 2018/19 SRTP and federal program of projects included in the FY 2018/19 funding allocation for SunLine assumed \$4.8 million of federal Section 5307 funds for operating and capital, which accounts for approximately

10 percent of SunLine’s total operating and capital budget. To date, SunLine has not received any FTA Section 5307 reimbursements for the FY 2018/19 projects. The FTA is accepting payment requests however will not process any payments or obligate any new grants until the government reopens. Should the shutdown continue through mid-February, SunLine will have to reevaluate federally funded projects and its cash position through the end of the fiscal year to ensure continuation of services.

The current balance in the Coachella Valley’s Apportioned and Unallocated LTF reserve fund (including 10 percent reserve) is approximately \$5.2 million. Upon Commission approval and release of the \$4.5 million loan, Coachella Valley’s LTF reserve fund will be reduced to approximately \$740,000.

Per the TDA regulations, LTF funds are required to be deposited and maintained in the County treasury, and the County Auditor disburses funds only upon submittal of payment instructions by Commission staff. The Commission is responsible for approving funding allocations for operating and capital needs identified in the annual SRTP request from each transit operator. Therefore, although short-term loans are rare, they have been approved in the past by the Commission with the contingency that the transit operator reimburse the appropriate reserve fund to ensure that expenditures do not exceed the Commission-approved allocations for the respective year.

Staff recommends approval of this loan to advance LTF with the contingency that SunLine will reimburse the Commission’s Coachella Valley Apportioned and Unallocated LTF Reserve Fund within 14 days of receiving the federal Section 5307 funds from the FTA after securing approval of the grant. A budget adjustment is not required, as this is a loan that is expected to be repaid upon receipt of the federal funds.

Financial Information					
In Fiscal Year Budget:	N/A	Year:	FY 2018/19	Amount:	\$4,500,000
Source of Funds:	Coachella Valley Apportioned and Unallocated LTF Reserve Fund		Budget Adjustment:	N/A	
GL/Project Accounting No.:	601 12301 (loans receivable)				
Fiscal Procedures Approved:	<i>Theresa Trevino</i>			Date:	01/23/2019

Attachment: SunLine Transit Agency Staff Report, January 23, 2019

SunLine Transit Agency

DATE: January 23, 2019 **ACTION**

TO: Finance/Audit Committee
Board of Directors

FROM: Luis Garcia, Deputy Chief Financial Officer

RE: Approval of Temporary Local Transportation Fund (LTF) Request

Recommendation

Staff recommends that the Board of Directors approve the Agency to drawdown \$4.5 million of SunLine's LTF reserve account at the Riverside County Transportation Commission (RCTC).

Background

The Federal government has been shutdown since December 22, 2018. This has impacted numerous Federal agencies and associated services. One of the direct impacts to public transportation is the Federal Transit Administration (FTA) who has furloughed 88 percent of its employees. Currently, the FTA is accepting payment requests but will not process any payments or obligate any new grants until the government reopens. This delay in payment processing has an impact on SunLine's operating and capital program. SunLine has a very robust capital program and is currently advancing on many large projects. Many of these projects are funded through both State and Federal sources and will be impacted by the government shutdown.

Financial Impact

Approval of the drawdown request of \$4.5 million will ensure SunLine will continue operations and capital projects without delay or reduction of service.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

www.rctc.org

WORKSHOP AGENDA*

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

January 31 – February 1, 2019

**Temecula Creek Inn
44501 Rainbow Canyon Road
Temecula, California**

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

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if you need special assistance to participate in a Commission meeting, please contact the Clerk of the Board at (951) 787-7141. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.

THURSDAY, JANUARY 31, 2019

NOTE: COMMISSION MEETING TO RUN FROM 12:00 – 12:45 p.m.

Lunch 11:30 a.m. – noon

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

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

1:00 p.m. – 1:30p.m.

WELCOME AND WORKSHOP OVERVIEW

*Chuck Washington, Chair
Anne Mayer, Executive Director*

1:30 p.m. – 1:50 p.m.

DISADVANTAGED COMMUNITIES AND ITS IMPACT ON STATE GRANTS

*Tom Kirk, CVAG Executive Director
(Receive an oral report)*

1:50 p.m. – 2:10 p.m.

THE FIRST HALF OF 2019 – WHAT’S ON THE HORIZON?

*John Standiford, Deputy Executive Director
(Presentation Only)*

2:10 p.m. – 2:40 p.m.

PUBLIC TRANSIT ISSUES TODAY AND WHAT IS THE FUTURE (AGENDA ITEM ATTACHED)

Lorelle Moe-Luna, Multi Modal Services Director

This item is for the Commission to:

- 1) Receive and file a report on the status of public transit; and
- 2) Direct staff to come back to the Commission by June 2019 with recommendations on any funding formula adjustments or transit policies that are needed to support public transit in Riverside County (County).

2:40– 3:00

BREAK

3:00 – 3:45

WHAT’S NEXT FOR EXPRESS LANES IN RIVERSIDE COUNTY (AGENDA ITEM ATTACHED)

Michael Blomquist, Toll Programs Director

This item is for the Commission to:

- 1) Receive study summary results and staff recommendations; and
- 2) Provide direction on staff recommendations.

3:45 p.m. – 4:00 p.m.

BREAK

4:00 p.m. – 5:00 p.m.

PRIORITIES FOR 2019 & BEYOND (AGENDA ITEM ATTACHED)

*Anne Mayer, Executive Director
Aaron Hake, External Affairs Director*

This item is for the Commission to:

- 1) Receive and file the RCTC Staff Insight Brief;
- 2) Commit necessary 91 Express Lanes toll revenue to fully fund the 15/91 Express Lanes Connector design-build phase;
- 3) Assign the Future Funding Initiatives ad hoc Committee to thoroughly vet and make specific recommendations to the Commission no later than July 2019 on the following:
 - a. Measure A Expenditure Plan Review and update;
 - b. 2019-2029 Western County Highway Delivery Plan;
 - c. A new local funding measure for the 2020 general election; and
 - d. Innovative financing of express lanes revenues.

5:00 p.m. – 5:15 p.m.

WRAP UP AND NEXT STEPS

Chair Washington

5:15 p.m. – 6:00 p.m.

BREAK

6:00 p.m.

DINNER

6:30 p.m.

Get on Board and Meet Metrolink's New CEO

Presentation From Metrolink CEO Stephanie Wiggins

7:00 p.m.

ADJOURNMENT

9:00 A.M.

FRIDAY, FEBRUARY 1, 2019

7:00 a.m. – 8:30 a.m.

BREAKFAST

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	January 31, 2019
TO:	Riverside County Transportation Commission
FROM:	Lorelle Moe-Luna, Acting Multimodal Services Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Public Transit Today and Opportunities for Growth

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file a report on the status of public transit; and
- 2) Direct staff to come back to the Commission by June 2019 with recommendations on any funding formula adjustments or transit policies that are needed to support public transit in Riverside County (County).

BACKGROUND INFORMATION

As a county transportation commission, two primary responsibilities relate to transit and include:

- Development and approval of short-range transit plans; and
- Coordination and approval of public transit service within the County.

The state of California (state) enacted the Transportation Development Act (TDA) in 1971 to improve public transportation services and encourage regional transportation coordination and to provide the primary funding source for transit services. As the regional transportation planning agency, the Commission is responsible for approving TDA allocations to transit operators based on anticipated revenues and the relative needs of the operators and recommending potential productivity improvements. TDA funding is comprised of the Local Transportation Fund (LTF) and State Transit Assistance (STA):

	LTF	STA
Source of funds	¼ of one cent of the state’s sales tax	Statewide sales tax on diesel fuels and Senate Bill 1 funds (beginning Fiscal Year 2017/18)
State distribution basis	Returned to source	Allocated on basis of population and as a percentage of fare revenues
Use of funds	Operating and capital purposes	Capital purposes

In November 2002, County voters approved the extension of Measure A (half-cent transaction and use tax) for a 30-year period beginning in 2009 through 2039 (2009 Measure A) and an accompanying Expenditure Plan. The 2009 Measure A Expenditure Plan included funding for public transit in the Western County and Coachella Valley areas of the County, with emphasis on commuter rail and intercity bus services, ridesharing, and discount fares and transit services for seniors and disabled persons.

This year marks the 10-year anniversary of the 2008 Transit Vision and 2009 Measure A. Both documents are significant because one served as the blueprint for transit principles and priorities and the other as one of the primary funding mechanisms to accomplish those principles.

10 Years Ago – 2008 Transit Vision

In June 2008, the Commission adopted the 2008 Transit Vision that laid the foundation for transit service throughout the County with a theme and goals for the next 10 years. Developing the 2008 Transit Vision was a two-year process, beginning with a recommendation from a TDA triennial performance audit and the Transit Policy Committee directing staff to work with transit operators to develop a 10-year conceptual plan. The planning process included priority setting with the Commission's regional programs (rideshare and specialized transit) and the eight transit operators in the County: cities of Banning, Beaumont, Corona, and Riverside; Palo Verde Valley Transit Agency (PVVTA); Riverside Transit Agency (RTA); SunLine Transit Agency (SunLine); and Metrolink. The 2008 Transit Vision was also influenced by the adoption of the Riverside County Coordinated Public Transit-Human Services Transportation Plan, which identified needs to improve coordination between the public transit operators and non-profit human/health service providers in order to provide increased mobility and cost-effective transportation options for seniors, the disabled community, and low-income residents within the County.

The stakeholders identified services and projects that totaled over \$2.6 billion over the next 10 years (2009 – 2019). The 2008 Transit Vision was based on five primary goals:

1. Increase Coordination with the Transit and Rideshare Community;
2. Remove Barriers to Transit Use;
3. Provide Efficient and Effective Transit and Rideshare Service;
4. Ensure Adequate Funding; and
5. Promote Energy Efficiency.

To carry out the plan, the 2008 Transit Vision allowed for the opportunity to review and assess the allocation formulas for transit funds at the time. Recommendations were made to continue with the LTF and STA distributions at the time and further allocate Measure A Western County public transit funds to programs identified in the 2009 Measure A. Subsequently in October 2013, the Commission approved a bus/rail funding split for the Coachella Valley in support of a rail program. After a phase-in period of two years through FY 2015/16, the current Coachella Valley funding split is 10 percent of STA funds for rail and 90 percent for bus. Thus, the current formulas for LTF, STA, and Measure A are:

- LTF distribution:
 - Palo Verde Valley – 100% bus
 - Coachella Valley – 100% bus
 - Western County – 78% bus/22% rail
- STA distribution:
 - Palo Verde Valley – 100% bus
 - Coachella Valley – 90% bus/10% rail
 - Western County – 78% bus/22% rail
- Measure A Public Transit Account:
 - Coachella Valley – 100% for specialized and public transit service
 - Western County –
 - Commuter Rail – 52%
 - Intercity Bus – 13%
 - Specialized Transit – 16.5%
 - Specialized Transit (Consolidated Transportation Services Agency) – 5.5%
 - Commuter Services – 13%

At the time of adoption of the 2008 Transit Vision, the Commission also approved a timeline for funding formulas to be reviewed in FY 2018/19 for implementation in FY 2020/21. Staff monitors and has observed that transit expenditures are outpacing annual revenues. One example of this is the increasing operations and capital needs of commuter rail. As a member agency of Metrolink, the Commission manages Western County commuter rail funds. LTF funds are used primarily for Metrolink operations and capital, while Measure A funds are used to support the operations and maintenance of the nine Commission-owned commuter rail stations in the County. The costs for commuter rail services are not only increasing due to expanded service, but also because the Commission manages almost double the number of stations now than in 2008.

Accordingly, long-term sustainability of funding for commuter rail needs to be addressed while also considering public bus and specialized transit needs. In connection with the assessment of funding formulas, a review of the Commission’s transit policies is necessary to ensure that the use of TDA and Measure A funds provides sufficient flexibility to leverage with other federal, state, and local sources. Staff recommends the Commission direct staff to come back to the Commission by June 2019 with recommendations on any funding formula adjustments or transit policies that are needed to support public transit in the County.

Where Are We Now?

Tremendous strides have been made in the last 10 years to expand transit options in the County considering the Great Recession impacted the primary operating funds of LTF and Measure A with a decrease in revenues of about 19 percent from FY 2007/08 to FY 2009/10. Despite these challenges, significant services and projects implemented since the 2008 Transit Vision include the following:

- ✓ Annual Countywide Revenue Service Hours increased 32 percent from FY 2008/09 to FY 2017/18.
- ✓ Over \$27 million has been awarded since 2008 to social service/non-profit agencies to offer more choices for specialized transit users.
- ✓ Eight new intercity express routes were deployed since 2008.
- ✓ Expansion of commuter assistance programs such as IE Commuter, a service that offers incentives for ridesharing, and VanClub, the Western County vanpool program.
- ✓ In 2016, the Commission completed construction of the Perris Valley Line and Metrolink officially extended service to four new stations in the County.
- ✓ RTA's RapidLink Gold Line commenced in 2017, serving the densest corridor in the County along University and Magnolia Avenues, designating it the County's first High Quality Transit Corridor with service levels of at least 15-minute frequencies.
- ✓ Intelligent Transportation System programs such as RTA's BusWatch were launched to provide real-time bus arrival information,
- ✓ In 2017, SunLine was one of the first in the state to receive cap-and-trade funds for the purchase of five hydrogen-powered buses and a hydrogen-generating station for the Coachella Valley.
- ✓ In 2016, PVVTA started the Blythe Wellness Express, a service that provides residents access to specialized healthcare providers in the Coachella Valley.
- ✓ Since 2014, Metrolink added two additional peak trains on the Inland Empire-Orange County and 91 Lines and new weekend service on the 91 Line.
- ✓ Special event trains such as the Festival of Lights, Angels Express, and football trains were also added with service from Riverside County.
- ✓ In 2018, the Commission launched VanClub, the first official carpool network for Western County.
- ✓ New marketing programs were deployed by Metrolink, SunLine, RTA, and the cities of Banning, Beaumont, Corona, and Riverside to attract new riders and growth market segments such as college students and express bus riders with reduced or free fares.

Ridership Trends

Every year the Commission approves the Public Transit Countywide Performance Report, which provides a comprehensive picture of various performance indicators and trends in the County. The last report determined that ridership is continuing to decline in the County and farebox recovery ratios have also dropped about 4 percentage points from 23.8 percent in FY 2014/15 to 20 percent in FY 2016/17. This is attributed to the increase in operating cost countywide, primarily for labor to sustain existing services.

Declining ridership has been a nationwide trend for several years now, including double-digit ridership losses in neighboring Los Angeles and Orange counties. The ridership decline in Riverside County lagged behind other major cities and only in the last three years has it become more apparent, namely for bus operators. Fixed route bus ridership dropped about 11 percent from FY 2013/14 to FY 2017/18, and public demand response (i.e., Dial-A-Ride) also declined

about 7 percent during the same years. Since FY 2013/14, systemwide Metrolink ridership has stayed relatively flat, but ridership in the County has increased about 9 percent.

The Southern California Association of Governments undertook a region-wide analysis of the downturn in transit ridership in conjunction with the University of California, Los Angeles Institute of Transportation Studies to determine the cause. The study evaluated various factors within and outside of transit operators' control, such as fuel prices, transportation network companies (e.g., Uber, Lyft), and population changes. They concluded that traditional transit-dependent riders who are now able to buy vehicles are not likely to return to transit. Instead of working to gain back lost riders, they urge transit providers to focus on new riders and encourage them to use transit sometimes for some trips.

Even before this study was published, most transit operators within the County began analyzing the growth potentials within their own systems. For example, Corona Cruiser started a Free Fare Program that provided special free fare days and days for targeted passengers, a Fixed Route Training Program, and Summer Student Program. The city of Beaumont also initiated a three-year Free Fare Program for college students, veterans, and travel training participants to market the Pass Transit fixed and commuter routes. SunLine is also undergoing a Transit Network Redesign effort that will simplify and consolidate routes for a goal of frequencies of 30-minutes or less, implement new ride share-type programs, and launch a "Transit Ambassador" program to focus on the customer.

Transit Opportunities – Preview of Long Range Transportation Plan

The Commission is embarking on its first ever countywide Long Range Transportation Plan (LRTP). The LRTP will be the opportunity to shape the vision for what an integrated transportation system will look like in Riverside County in the next 20 years. The plan will take a comprehensive look at state highway, local streets and roads, and transit projects. Although the plan is a 20-year horizon, the next 10 years will be the focal point, and the transit component in particular will highlight "transit opportunities" that can be combined with corridor projects to strengthen the backbone of the regional transportation network. The long term vision will also establish a focus on delivering existing services more efficiently.

Staff will come back to the Commission in the spring with an update on the LRTP. The study will include an analysis of historical transit funding revenues and trend forecasts for operating and capital programs. Study recommendations will allow the Commission and transit operators to better prioritize and understand transit needs across the County.

Fiscal Impact

There is no financial impact for this report.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	January 31, 2019
TO:	Riverside County Transportation Commission
FROM:	Michael Blomquist, Toll Program Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Next Generation of Express Lanes

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive study summary results and staff recommendations; and
- 2) Provide direction on staff recommendations.

BACKGROUND INFORMATION:

At its January 2018 meeting, the Commission awarded a contract to HNTB Corporation to conduct a toll feasibility study. Tolling continues to emerge as a strategy to manage congestion in key corridors and generate revenue. This study's purpose was to identify the most promising new and/or expanded express lane facilities within Riverside County. The study evaluated the feasibility to implement a potential express lane corridor relative to other express lane corridors and compared corridors to each other on mobility benefits (e.g. vehicle throughput, time savings, etc.), financial feasibility, connectivity to other express lane facilities and activity centers, project implementation impacts, and other factors.

The Commission established its toll program in 2006. The primary activities of the toll program included developing and operating express lanes within the SR-91 and I-15 corridors, and the Commission augmented the organization with additional staff to deliver the projects and operate the facilities.

The Commission opened its first tolled express lane facility in 2017 with the successful extension of the 91 Express Lanes into Riverside County. In FY 2017/18, the Commission's 91 Express Lanes provided 14.5 million customer trips and generated almost \$48 million of gross revenue. The Commission also significantly advanced its second tolled express lane facility, the 15 Express Lanes from State Route (SR) 60 to Cajalco Road, by completing key procurements for tolling, final design, and construction and project financing in 2017. The 15 Express Lanes from SR-60 to Cajalco Road is currently under construction and planned to open in 2020.

Also in 2017, \$180 million was made available through SB 132 to develop the 15/91 Express Lanes Connector Project, which will provide the northerly express lane connector between the 91 and

15 Express Lanes. This project is being developed and staff anticipates opening of this 15/91 Express Lanes Connector in 2022.

At its April 2018 meeting the California Transportation Commission authorized \$50 million of State Transportation Improvement Program funds for the project approval/environmental documentation (PA/ED) work phase for the southerly extension of the 15 Express Lanes from Cajalco Road to SR-74. This project will start the PA/ED phase in May with an expected contract award for professional services.

Since the Commission awarded the toll feasibility study contract in January 2018, executive management, staff, and HNTB Corporation worked through a series of workshops to:

- Identify key study criteria and assumptions;
- Perform a screening analysis to establish a tiered ranking of potential corridors;
- Perform a detailed analysis of the top tier potential corridors; and
- Establish the overall feasibility of each top tier corridor.

The study's methodology and summary results for this year-long effort as well as staff recommendations will be presented via a presentation for Commission consideration and direction.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	January 31, 2019
TO:	Riverside County Transportation Commission
FROM:	Aaron Hake, External Affairs Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Setting Priorities and a Vision for Riverside County's Future

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the RCTC Staff Insight Brief;
- 2) Commit necessary 91 Express Lanes toll revenue to fully fund the 15/91 Express Lanes Connector design-build phase;
- 3) Assign the Future Funding Initiatives ad hoc Committee to thoroughly vet and make specific recommendations to the Commission no later than July 2019 on the following:
 - a. Measure A Expenditure Plan Review and update;
 - b. 2019-2029 Western County Highway Delivery Plan;
 - c. A new local funding measure for the 2020 general election; and
 - d. Innovative financing of express lanes revenues.

BACKGROUND INFORMATION:

Commission staff prepared an insight brief (Attachment 1) describing the basis and need for the Commission to take timely action to set priorities and a vision for at least the next ten years. The white paper provides the rationale for the recommended near-term actions listed above.

Attachment 2 is a visual aid for the Western Riverside County projects discussed in the white paper.

Prioritization of Coachella Valley projects and distribution of Measure A funds in that sub-region occurs at the Coachella Valley Association of Governments (CVAG) according to the Transportation Project Prioritization Study and pursuant to a memorandum of understanding between the Commission and CVAG. Therefore, the white paper by Commission staff refrains from weighing in on prioritization of specific projects and funding allocations in the Coachella Valley. Similarly, the city of Blythe and the County of Riverside prioritize Palo Verde Valley projects. Nonetheless, the Coachella and Palo Verde Valleys have a significant stake in establishing a countywide vision for improved mobility and economic growth, as well as any potential future funding initiatives.

The final and perhaps most fundamental material included in this staff report is Attachment 3, a copy of the Measure A expenditure plan and ordinance approved by Riverside County's electorate in November 2002. The basis of most major decisions made by the Commission center on Measure A, Riverside County's 0.5 percent sales tax administered by the Commission.

At the workshop, staff will give an oral presentation on the recommendations set forth in this staff report and welcomes a robust discussion by the Commission on setting priorities, a vision, and a plan of action for Riverside County's future.

Attachments:

- 1) RCTC Staff Insight Brief
- 2) RCTC-Led Projects (Western Riverside County)
- 3) Measure A Expenditure Plan and Ordinance



RIVERSIDE COUNTY TRANSPORTATION COMMISSION

STAFF INSIGHT BRIEF

2019 RCTC WORKSHOP

RCTC Baseline and Priority-setting

It is time for RCTC to set priorities for the next ten years and establish a long-term vision for mobility in Riverside County.

This opportunity is brought about by:

- The success of delivering priority projects from the first ten years of the renewed Measure A,
- Progress of previously-deferred Measure A projects,
- Population and economic growth within Riverside County,
- Updated revenue forecasts for all sources of funding,
- 91 Express Lanes' success and the potential expansion of toll facilities,
- New found stability and clarity of state funding and policy, and
- Review requirements within Measure A.

While there are many positive indicators for the next ten years, the facts also demonstrate that expectations should be limited. Anticipated funding continues to fall short of capital project needs. Rail and transit operations funding levels are unsustainable for current levels of service, let alone expansion. Current Freeway Service Patrol levels will not be sustainable within a few years. Congestion is hampering mobility on nearly every highway and regional arterial in Riverside County.

RCTC must set priorities, establish a vision, and pursue new funding.

At the 2019 Commission Annual Workshop, staff seeks a vision and direction from the Commission to address the challenges and opportunities for improved mobility in Riverside County over the next decade and beyond.

Specifically, staff proposes assigning the Future Funding Initiatives ad hoc Committee to conduct a thorough review of funding options, project priorities, and potential updates to Measure A and make recommendations to the full Commission no later than July 2019. The ad hoc committee was established several years ago to examine new funding initiatives; the committee's membership is geographically diverse and includes the Commission's three officers. After dialogue at the Commission Annual Workshop and receiving direction from the full Commission, the ad hoc committee and staff can spend several months looking at data regarding finances, project details, and public opinion to determine a prudent action plan.

Committing to such a review process now and setting a mid-2019 deadline for recommendations is necessary:

- To meet the spirit and intent of the Measure A ordinance,
- To ensure feasibility of a local funding measure on the 2020 General Election ballot if the Commission wishes to keep that opportunity open, and

- To ensure that priority projects continue to move forward without delay.

Measure A 2019 Expenditure Plan Review

The authors of Measure A in 2002 wanted to ensure that as the County grew and changed over the 30-year life span of the measure, RCTC would be able to adjust the expenditure plan to meet current and future needs.

The Measure A ordinance, Ordinance 02-001 reads as follows:

SECTION XIV. EXPENDITURE PLAN AMENDMENTS. The Expenditure Plan for Measure "A" funds may only be amended, if required, in accordance with Public Utilities Code section 240302, as amended. This section currently provides the following process for amendment: (1) initiation of the amendment by the Commission reciting findings of necessity; (2) approval by the Board of Supervisors; and, (3) approval by a majority of the cities constituting a majority of the incorporated population, unless such process is amended in a manner consistent with State legislation.

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

Thus, it is time for RCTC to review the Measure A expenditure plan and, where necessary propose revisions. The expenditure plan, which is attached to this report along with Ordinance 02-001, outlines several categories of funding, the amounts and percentages at which those categories are to be funded, as well as differences in how funds are spent in the three geographic sub-regions of the County. Upon initial review by RCTC Management, major revisions to the expenditure plan do not appear warranted; however there may be nuanced details that bear clarification and further examination to ensure the Measure A program is fulfilling the needs of Riverside County today and in the decade ahead. Guidance from the Commission is necessary.

2019-2029 Western County Highway Delivery Plan

To establish priorities and a strategic implementation plan for the first ten years of the renewed Measure A, RCTC adopted a 10-Year Western County Highway Delivery Plan in 2006, nearly three years prior to the renewed measure taking effect. Adopting this 10-year plan was important because, different from the Coachella Valley where project priorities are determined by the Transportation Project Prioritization Study, the numerous projects identified in Measure A in Western County did not have such a criteria-based ranking.

RCTC has completed or has under construction the following projects in the 2009-2019 Western County Highway Delivery Plan, adopted by the Commission in 2006 and updated in 2010 following the Great Recession (see Attachment 2 for a map of these projects):

- 91 Corridor Improvement Project
- I-215 South: Murrieta Hot Springs Road to Scott Road
- I-215 Central: Scott Road to Nuevo Road
- I-215 Bi-County High Occupancy Vehicle (HOV) lane addition
- I-15 Express Lanes Project

During that time, RCTC also completed projects from the original 1989 Measure A program such as the 60/215 East Junction and 91 HOV project in Riverside.

The 2009-2019 Western County Highway Delivery Plan also set out to achieve environmental clearance of:

- SR-79 Realignment, and
- Mid County Parkway.

Both of these projects have received final environmental approval.

Finally, the 2009-2019 Western County Highway Delivery Plan established a broad goal of protecting right of way for long-range mega projects such as SR-79 Realignment and Mid County Parkway. While there is still more right of way to acquire for these projects, progress has been made.

In the meantime, the I-10 Truck Lane identified in Measure A was deferred and the SR-60 Truck Lane through the Badlands was accelerated and is now in the construction phase. Additionally, the first construction package for Mid County Parkway, the I-215/Placentia Avenue Interchange, is beginning procurement in 2019.

The I-15/French Valley Parkway Interchange led by the City of Temecula has remained a priority, though it has encountered delivery and funding challenges over the last decade. The project appears to be on track thanks in part to Senate Bill 1 (SB 1) infusing the State Transportation Improvement Program (STIP) with funding sufficient to move that project forward.

In 2016 at the Commission Annual Workshop, the Commission voted to prioritize the following projects deferred due to lack of funding during the Great Recession:

- I-15 Express Lanes Southern Extension between Cajalco Road and State Route 74;
- 71/91 Interchange;

- 15/91 Express Lanes Connector; and
- Continued progress and evaluation of CETAP and alternative corridors.

In 2017, the State Legislature and Governor approved a special appropriation in Senate Bill 132 (SB 132) of \$180 million to construct the 15/91 Express Lanes Connector, along with special legislation to accelerate the project through innovative contracting methods. The 15/91 Express Lanes Connector is on-track to complete construction by 2022, ahead of the June 30, 2023 statutory deadline to liquidate all \$180 million in state funding. However, staff anticipates an additional \$35-55 million will be needed to fully fund the design-build phase. RCTC staff intends to begin the design-build procurement phase in March 2019 with a contract award expected in spring 2020.

Immediately following defeat of Proposition 6 in November 2018, RCTC released a procurement for the project approval and environmental document phase of the I-15 Express Lanes Southern Extension.

With increased certainty regarding state funding levels, updated toll revenue forecasts for the 91 Express Lanes, and fresh revenue projections for Measure A, Local Transportation Fund (LTF), and federal formula programs, RCTC can more accurately assess what a realistic 2019-2029 Western County Highway Delivery Plan can look like.

RCTC issued significant debt backed by sales tax revenues to finance the first ten years of Measure A Western County Highway projects and habitat acquisitions to support transportation projects. These debt issuances result in substantially all Measure A revenues for western county highways being devoted to debt repayment, averaging \$66.3 million annually for the next decade. Additionally, about \$919 million of the \$975 million debt ceiling contained in Measure A is has been used. These facts mean that there is limited opportunity to fund new major highway projects in western Riverside County through 2029. Instead, such projects will need to rely on a mix of Measure A New Corridors funds, Measure A Economic Development Incentive funds, Transportation Uniform Mitigation Fee revenue, toll revenue, federal formula funds, and competitive state and federal grants.

Candidate projects for the 2019-2029 Western County Highway Delivery Plan could include, but are not limited to:

- I-15 Express Lanes Southern Extension: Cajalco Road to SR-74
- 71/91 Interchange
- 15/91 Express Lanes Connector
- 91 Corridor Operations Project
- I-215 Box Springs Road to Nuevo Road
- SR-71 Widening
- I-10 Truck Climbing Lane
- Mid County Parkway

- SR-79 Realignment
- Next Generation Express Lanes Projects, which is the subject of another workshop report

In the aggregate, these example projects cost billions of dollars beyond what is anticipated to be available to RCTC over the next 10 years, let alone additional projects not mentioned in Measure A for which support has been voiced by Commissioners and/or constituencies around the County.

Additional Projects, Services, and Operations

The following have been identified by Commissioners, stakeholders, or staff as worthy of funding, and do not have an identified funding source:

- Coachella Valley-San Geronimo Pass Intercity Rail Service
- Ethanac corridor
- Cajalco Road corridor
- I-10 Bypass
- I-15 widening in Temecula
- Rail service to San Jacinto and Hemet
- Rail service to Temecula
- Increased frequency of existing Metrolink routes, including reverse commute service
- Other rail corridors
- Freeway Service Patrol in the Coachella Valley
- Interchange and bridge reconstructions throughout Riverside County
- New interchanges throughout Riverside County
- Grade separations throughout Riverside County

Funding Gap Analysis

The RCTC Strategic Assessment (2016) identified the total capital needs for highway and transit infrastructure to meet the demand of Riverside County's anticipated growth by 2039. The Strategic Assessment also identified revenues estimated to be available during the same timeframe from state, federal, and local sources to meet those needs. The analysis produced an estimated funding gap between reasonably expected revenues and needed capital funding of \$15.9 billion. In 2017, the State Legislature and Governor approved new transportation revenues which closed the estimated funding gap for Riverside County's transportation capital needs to approximately \$12.6 billion.

More recently, initial financial analysis being conducted as part of RCTC's Long Range Transportation Plan has identified a \$9.59 billion funding gap for highway projects through 2045. This gap is driven largely by the Mid County Parkway project between I-215 and SR-79 (\$1.69 billion) and SR-79 Realignment project (\$1.52 billion), as well as a future east-west

corridor between I-15 and I-215 (\$2.36 billion). These three projects aside, the highway funding gap through 2045 is still \$4.02 billion.

Assumptions about federal and state funding that were used to develop the Measure A expenditure plan and the 2009-2019 Western County Highway Delivery Plan have not come to fruition. While SB 1 is helpful, it came after several years of dramatic declines in state funding and is focused mainly on repair of existing facilities, rather than building new infrastructure for a growing economy such as Riverside County. Federal funding has remained flat and is held afloat only by budgetary one-time “patches” that mask the structural insolvency of the Highway Trust Fund. The American Recovery and Reinvestment Act of 2009, often called the “stimulus” bill, contained only a small percentage of funding for transportation infrastructure and was one-time funding. That bill did make significant investments in the I-10 interchanges in the Coachella Valley. Congress and the President have yet to make progress on a long-sought infrastructure bill.

Additionally, macroeconomic conditions including, but not limited to, cost escalation and recessions, have widened the gap between what was forecast as feasible in 2002 and what reality has borne out.

Strategies to Fill the Gap

New Sales Tax Measure

The preamble language to Ordinance 02-001, which was placed on the November 2002 General Election ballot as Measure A, begins:

“The transportation system in Riverside County is rapidly deteriorating and our population and economy are growing rapidly. Maintenance and repairs of existing roadways and improvements to relieve congestion cannot be accomplished with available funds. Without additional funds, the system will bog down and pavement will crumble into permanent disrepair. State highway funds are inadequate and competition for funds is increasing. Projects in areas where local sales tax funds are available have been and will continue to be viewed much more favorably in the selection process of the California Transportation Commission. Local governments must either generate revenues to expand our system and maintain our investments or watch the system collapse and endanger the health, welfare and safety of all Riverside County residents.”

In 2019 in Riverside County, past is prologue.

In 2015, RCTC began examining the possibility of seeking voter approval for an additional 0.5% sales tax to fill the funding gap in the Measure A program and to fund new priorities that have emerged since the renewal of Measure A in 2002. In exploring this funding option, RCTC has

acknowledged that the state and federal governments cannot be relied upon to wholly fulfill the needs and aspirations of Riverside County.

RCTC has modernized its public engagement efforts throughout Riverside County to receive the input necessary to craft a transportation improvement plan that would earn voter confidence. RCTC has also achieved the approval of the State Legislature and Governor to pursue an additional 0.5% sales tax for transportation.

Revenue Potential: Significant

Initial estimates by the UC Riverside School of Business Center for Economic Forecasting & Development demonstrate the potential for a new countywide sales tax measure for transportation to yield anywhere between \$3.1-\$5.9 billion, depending on how the measure is structured. This would close the capital funding gap identified in the Strategic Assessment between 25-46% (Note: this figure does not include the expected long-term shortfall for transit operations). No other potential future funding source was identified by the Strategic Assessment that would raise this level of revenue. Potential sources also analyzed included raising the federal gas tax, new development fees, and per-mile fees in addition to gas taxes. A new measure would help in a meaningful way but is not the complete solution.

Legal Authority: Yes

RCTC obtained legal authority to administer an additional sales tax when Assembly Bill 1189 (AB 1189) (Garcia) was signed into law by the Governor in 2017. RCTC sponsored this bill. The law allows RCTC to impose a total sales tax rate of up to 1% if approved by the electorate by a two-thirds affirmative vote. The new measure authorized by AB 1189 is exempt from the state's cap on local-option sales taxes, meaning that the tax could go into effect in all jurisdictions in Riverside County, including those where municipal sales taxes have recently been adopted.

Consistency with RCTC policy: Yes

The Commission has voted multiple times to pursue the option of a potential new sales tax measure to close the funding gap to meet Riverside County's infrastructure demands in the coming decades. These votes occurred at the Commission's Annual Workshops in 2016, 2017, and 2018.

Feasibility: Possible

With legal authority in-hand and Commission policy favorable toward moving in the direction of a new local funding measure, the primary remaining concern is voter sentiment. A two-thirds "yes" vote (66.67%) of the electorate is necessary to achieve passage. Public opinion research in 2017 demonstrated a maximum potential "yes" vote of 62% for likely voters in the 2020 General Election – 4.67% less than needed to pass in ideal conditions. In 2018, RCTC began a

multi-year comprehensive Public Engagement Program with one of its goals being to increase awareness and education of Riverside County residents regarding transportation issues and to develop a transportation improvement and funding plan that can achieve approval by 66.67% of voters in 2020. RCTC staff and consultants are moving forward with the engagement program and early results are encouraging, but too soon to measure. During 2019, the engagement program will significantly increase its intensity and will include new research to give Commissioners data to determine feasibility of a 2020 measure.

Risk: Medium

Given that success hinges on the political electoral environment heading into the 2020 General Election, the most significant risks are political. Legal and technical risks are low, as statutory authority to pursue this funding source is already secure and resources necessary to develop a funding plan to place on the ballot are approved and budgeted. Many political risks are beyond the control of RCTC and subject to national and state affairs. Local political dynamics – over which Commissioners and colleagues have significant influence – will also play a major role in success or failure of a new measure.

A risk inherent in pursuing any revenue source is macroeconomic conditions beyond RCTC's control. As seen during the Great Recession, sales tax receipts are vulnerable to dips in the overall economy.

Innovative Financing

The current financial success of RCTC's 91 Express Lanes and the hopeful success of the 15 Express Lanes opening in 2020 provide an opportunity for RCTC to use future anticipated toll revenues to accelerate improvements on the SR-91 and I-15 corridors. With strong credit ratings from the rating agencies, RCTC can use similar innovative financing approaches as those RCTC used to finance the 91 Project and the I-15 Express Lanes Project within the boundaries of state law. Given the systemic relationship between I-15 and SR-91 east of I-15, in that they serve primarily the same commute and goods movement patterns, RCTC may wish to consider obtaining legal authority for greater flexibility to allow 91 Express Lanes revenues to be invested throughout the 91 and 15 corridor system.

Revenue Potential: Significant

Updated traffic and revenue analysis by Stantec Consulting presented at the Commission's December 2018 meeting demonstrates toll revenue from RCTC's 91 Express Lanes will likely continue to exceed original estimates made in 2012. Stantec forecasts for the "base case" show an aggregate 10% increase in toll revenue through FY 2066, which is approximately \$926 million more than anticipated when the 91 Project was financed. If RCTC constructs the 91 Corridor Operations Project (91 COP) by 2022, which is a new westbound lane between Green River Road and SR-241, toll revenue will be reduced by approximately \$166 million between FY

2022 and FY 2035 – accounting for a 2% reduction in revenue over the life of RCTC’s ownership of the express lanes. Despite this expected drop in toll revenue, there remains a significant amount of revenue expected to be available to fund future capital projects on the SR-91 corridor.

15 Express Lanes revenue is not expected to be as high as 91 Express Lanes revenue and performance versus projections cannot be measured until the facility is open for an extended period of time. Nonetheless, RCTC can begin exploring financing structures that would leverage any future available toll revenue to partially fund priority projects on I-15, including the 15 Express Lanes Southern Extension between Cajalco Road and SR-74.

Legal Authority: Yes, with limitations

For the 91 Express Lanes, Senate Bill 1316 (SB 1316) (Correa) requires that toll revenue beyond what is needed to pay debt obligations and operations and maintenance of the express lanes be invested in capital or operations improvements to enhance mobility in the SR-91 corridor between the county line and I-15. Financing such future toll revenues to accelerate improvements to SR-91 between the county line and I-15 is a legally permissible action. Should RCTC wish to use toll revenues to make improvements to SR-91 east of I-15 or on I-15 itself (or on another route), changes to state statute would need to be approved by the Legislature and Governor.

For the 15 Express Lanes, Assembly Bill 1954 (AB 1954) (Jeffries) provides similar legal parameters for investment of toll revenues. The physical limits of improvements that could be funded with toll revenues are the I-15 corridor between the San Bernardino and San Diego County lines.

Consistency with RCTC policy: Yes

At its June 2012 meeting, the Commission adopted the following toll policy goals:

1. Provide a safe, reliable, and predictable commute for 91 Express Lanes customers;
2. Optimize vehicle throughput at free flow speeds;
3. Pay debt service and maintain debt service coverage;
4. Increase average vehicle occupancy;
5. Balance capacity and demand to serve customers who pay tolls as well as carpoolers with three or more persons who are offered discounted tolls;
6. Generate sufficient revenue to sustain the financial viability of the Commission’s 91 Express Lanes;
7. Ensure all covenants in the financing documents are met; and
8. Provide net revenues for Riverside Freeway/SR-91 corridor improvements.

Feasibility: Possible

RCTC has financial advisory services under contract and will likely secure the interest of underwriters for a potential financing without much difficulty. Rating agencies have demonstrated confidence in the local economy with:

- Stable outlooks on RCTC's sales tax revenue bonds, and
- A recent upgrade by S&P Global Ratings with a positive outlook and a stable outlook by Fitch Ratings with an expectation of a positive revision based on current performance on RCTC's 91 Express Lanes toll revenue financings.

Stantec's recent traffic and revenue study results only bolster RCTC's case for additional financing. While financial market conditions are always outside of RCTC's control, with a reasonably healthy economy forecast for the near future, a successful financing using the boundaries of current law appears likely.

Risk: Low

Exploration of innovative financing itself carries low risk. For reasons previously mentioned, such an exploration is likely to be well received by capital markets and Riverside County citizens eager for congestion relief as soon as possible. Risks increase an unknown amount should RCTC choose to explore a "system financing" where 91 Express Lanes revenue could be applied to the I-15 corridor, and vice versa. Risks of pursuing such a financing would be political in nature, as RCTC would need permission from the Legislature and the Governor. The degree of risk of such a legislative pursuit is unknown at this time because the exact scope and objective has not been fully defined by the financial and technical analysis which would need to take place first.

As with sales tax revenues, toll revenues are partially dependent on overall economic conditions. Recessions can cause actual revenues to dip below assumptions integral to financing. Issuing additional debt would inherently increase risks RCTC to meet its obligations.

Recommendation

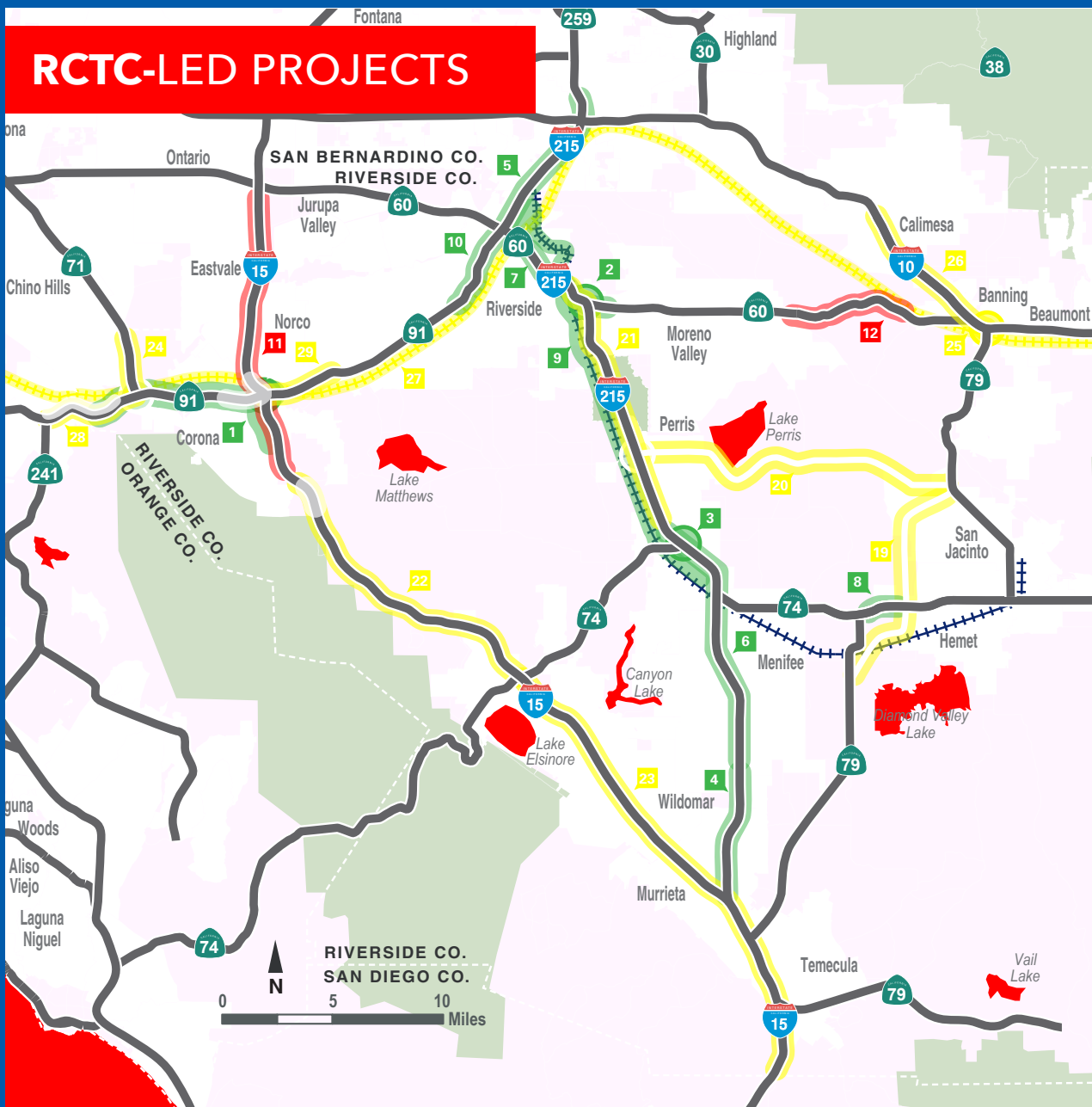
Staff recommends the Commission assign the Future Funding Initiatives ad hoc Committee to thoroughly vet and make specific recommendations to the Commission no later than July 2019 on the following:

- Measure A Expenditure Plan Review and Update,
- 2019-2029 Western County Highway Delivery Plan,
- A new local funding measure on the 2020 general election ballot, and
- Innovative financing of express lanes revenues.

Further, staff recommends the Commission make a policy vote to commit sufficient 91 Express Lanes surplus revenues to fully fund construction of the 15/91 Express Lanes Connector, as this

project is about to begin design-build procurement and is a stated priority of RCTC and the State of California. The exact amount of surplus toll revenues and mix of fund sources will be dependent on the outcome of federal INFRA grant awards sought by RCTC for this and other projects on the 91 corridor.

RCTC-LED PROJECTS



COMPLETED PROJECTS

	Date of Completion	Project Cost	
WESTERN COUNTY			
1	91 Project - added regular lanes, tolled express lanes and auxiliary lanes between the Orange County/Riverside County line and I-15	Spring 2017	\$1.4 Billion
2	60/215 East Junction Project	March 2014	\$47 Million
3	74/215 Interchange Project	March 2012	\$20.6 Million
4	I-215 South Project	September 2012	\$29 Million
5	I-215 Bi-County Gap Closure	June 2015	\$170 Million
6	I-215 Central Project	October 2015	\$123.5 Million
7	I-215 Widening - Southbound - Blaine to Martin Luther King Boulevard	September 2013	\$2.8 Million
8	SR-74 Curve Widening	June 2015	\$5.6 Million
9	91/Perris Valley Line Metrolink Extension	June 2016	\$248.3 Million
10	SR-91 High Occupancy Vehicle Project	April 2016	\$248 Million

UNDER CONSTRUCTION

	Estimated Date of Completion	Estimated Project Cost	
WESTERN COUNTY			
11	I-15 Express Lanes Project	2020	\$489 Million
12	60 Truck Lanes	Late 2021	\$138.4 Million

WESTERN COUNTY

I-215/Placentia Ave. Interchange - Mid County Parkway Construction Package #1	Mid 2022	\$58 Million
15/91 Express Lanes Connector	2022	\$235 Million
71/91 Interchange Project	Late 2022	\$121 Million
91 Corridor Operations Project	Late 2021	\$43 Million
I-15/Railroad Canyon Interchange	2022	\$45 Million
15 Corridor Operations Project	TBD	TBD

LONG TERM

	Estimated Date of Completion	Estimated Project Cost	
WESTERN COUNTY			
19	SR-79 Realignment Project - Environmental work complete	TBD	\$1.523 Billion
20	Mid County Parkway - Environmental work complete	TBD	\$1.7 Billion
21	I-215 North - Box Springs Road to Nuevo Road	TBD	TBD
22	15 Express Lanes Southern Extension	TBD	TBD
23	I-15 Corridor Improvements: SR-74 to San Diego County Line	TBD	TBD
24	71 Widening	TBD	TBD
25	10/60 Interchange	TBD	TBD
26	10 Truck Lane	TBD	TBD
27	Coachella Valley-San Geronio Pass Rail	TBD	TBD
28	91 Ultimate Project	TBD	TBD
29	91 Improvements East of I-15	TBD	TBD

ORDINANCE NO. 02-001**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
TRANSPORTATION EXPENDITURE PLAN
AND RETAIL TRANSACTION AND USE TAX ORDINANCE****PREAMBLE**

The transportation system in Riverside County is rapidly deteriorating and our population and economy are growing rapidly. Maintenance and repairs of existing roadways and improvements to relieve congestion cannot be accomplished with available funds. Without additional funds, the system will bog down and pavement will crumble into permanent disrepair. State highway funds are inadequate and competition for funds is increasing. Projects in areas where local sales tax funds are available have been and will continue to be viewed much more favorably in the selection process of the California Transportation Commission. Local governments must either generate revenues to expand our system and maintain our investments or watch the system collapse and endanger the health, welfare and safety of all Riverside County residents.

Continuation of our one-half percent sales tax for transportation to supplement traditional revenues and revenues to be generated through locally-adopted developer fees and assessment districts for transportation improvements is the only way local governments can be sure the transportation system will serve the current and future travel needs of Riverside County. Collection of the one-half percent sales tax will commence upon the expiration of the existing tax.

The Riverside County Transportation Commission will continue to seek maximum funding for transportation improvements through State and federal programs. The Commission will not provide sales tax revenues to any city or to the County unless revenues currently used by that agency for transportation are continued to be used for transportation purposes.

The Riverside County Transportation Commission ordains as follows:

SECTION 1. SUMMARY. This Ordinance provides for the imposition of a retail transaction and use tax of one-half percent for a period of thirty (30) years, the authority to issue bonds secured by such taxes, and the administration of the tax proceeds and a county transportation expenditure plan.

SECTION II. DEFINITIONS. The following definitions shall apply in this ordinance:

- A. Expenditure Plan. "The Expenditure Plan" means the Riverside County Transportation Commission Expenditure Plan (attached as Exhibit B) and adopted as part of this Ordinance including any future amendments thereto.
- B. "County" means the County of Riverside.

- C. "Commission" means the Riverside County Transportation Commission s set forth in Sections 130053, 130053.5 and 130053.7 of the Public Utilities Code.
- D. "TUMF" means Transportation Uniform Mitigation Fee. This fee is charged on new development by local governments to assist with the building and improvement of regional arterials.
- E. "MSHCP" means the Multiple Species Habitat Conservation Plan currently under development by the County of Riverside.
- F. "Existing Tax" means the ½ % retail transactions and use tax adopted pursuant to Ordinance No. 88-01.

SECTION III. AUTHORITY. This Ordinance is enacted, in part, pursuant to the provisions of Division 25 (commencing with Section 240000) of the Public Utilities Code, and Section 7252.22 of the Revenue and Taxation Code.

SECTION IV. IMPOSITION OF RETAIL TRANSACTIONS AND USE TAX. Subject to voter approval of the same, the Commission shall impose, in the incorporated and unincorporated territory of the County of Riverside, a retail transactions and use tax (referred to as the Measure "A" fund tax) at a zero percent (0%) rate until the expiration of the Existing Tax. Thereafter, a tax shall be collected for a thirty (30) year period at the rate of one-half of one percent (0.5%). This tax shall be in addition to any other taxes authorized by law, including any existing or future state or local sales tax or transactions and use tax.

SECTION V. PURPOSES. Measure "A" funds may only be used for transportation purposes including the administration of Division 25, including legal actions related thereto, the construction, capital, acquisition, maintenance, and operation of streets, roads, highways, including state highways and public transit systems and for related purposes. These purposes include expenditures for the planning, environmental reviews, engineering and design costs, and related right-of-way acquisition.

SECTION VI. BONDING AUTHORITY. Upon voter approval of Measure "A" , the Commission shall have the power to sell or issue, from time to time, on or before the collection of taxes, bonds, or other evidence of indebtedness, including, but not limited to, capital appreciation bonds, in the aggregate principal amount at any one time outstanding of not to exceed \$500 million, and to secure such indebtedness solely by way of future collection of taxes, for capital outlay expenditure for the purposes set forth in Section V hereof, including to carry out the transportation projects described in the Expenditure Plan.

SECTION VII. MAINTENANCE OF EFFORT. The Commission, by the enactment of this Ordinance, intends the additional funds provided government agencies by this Chapter to supplement existing local revenues and required developer improvements being used for transportation purposes. The government agencies shall maintain their existing commitment of local funds for street, highway and public transit purposes pursuant to this Ordinance, and the Commission shall enforce this Section by appropriate actions including fiscal audits of the local agencies.

The local cities and the County shall annually submit to the Commission a list of the proposed uses for these funds and a certification that the maintenance of effort requirement is being met. If in any fiscal year the maintenance of effort requirement is not met, the agency shall not be eligible for any Measure "A" funds in the following fiscal year. Such funds shall be distributed to the remaining local governments using the formula for the area.

SECTION VIII. RETURN TO SOURCE. Funds for transportation purposes shall be allocated to the Western County, Coachella Valley, and Palo Verde Valley areas proportionate to the Measure "A" funds generated within these areas.

SECTION IX. ADMINISTRATION OF PLANS. The Commission shall impose and collect Measure "A" funds, shall allocate revenues derived, and shall administer the Expenditure Plan consistent with the authority cited herein.

SECTION X. ADMINISTRATIVE COSTS. The Commission shall expend only that amount of the funds generated from Measure "A" for staff support, audit, administrative expenses, and contract services that are necessary and reasonable to carry out its responsibilities pursuant to Division 25, and in no case shall the funds expended for salaries and benefits exceed one percent (1%) of the annual net amount of revenue raised by Measure "A".

SECTION XI. ANNUAL APPROPRIATIONS LIMIT. The annual appropriations limit has been established pursuant to Ordinance 88-01 pursuant to Article XIII B of the California Constitution and Section 240308(b) of the Public Utilities Code. The appropriations limit has and shall be subject to adjustment as provided by law.

SECTION XII. EFFECTIVE AND OPERATIVE DATES. Subject to voter approval, this Ordinance shall take effect at the close of the polls on November 5, 2002.

SECTION XIII. ELECTION. The Commission requests the Board of Supervisors to call an election for voter approval of Measure "A" (Exhibit A), which election shall be held on November 5, 2002. The election shall be called and conducted in the same manner as provided by law for the conduct of elections by a county. Pursuant to Section 240308 of the Public Utilities Code, the sample ballot to be mailed to the voters shall be the full proposition as set forth in the Ordinance, and the voter information handbook shall include the entire Expenditure Plan. Approval of the attached proposition, and the imposition of the Measure "A" retail sales and use tax described herein, shall require the affirmative vote of 2/3rds of the electors voting on the attached proposition at the election described in this section.

SECTION XIV. EXPENDITURE PLAN AMENDMENTS. The Expenditure Plan for Measure "A" funds may only be amended, if required, in accordance with Public Utilities Code section 240302, as amended. This section currently provides the following process for amendment: (1) initiation of the amendment by the Commission reciting findings of necessity; (2) approval by the Board of Supervisors; and, (3) approval by a majority of the cities constituting a majority of the incorporated population, unless such process is amended in a manner consistent with State legislation.

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

SECTION XV. SEVERABILITY. If any tax or provision of this ordinance is for any reason held invalid or unenforceable by a court of competent jurisdiction, that holding shall not affect the validity or enforceability of the remaining Measure "A" funds or provisions, and the Commission declares that it would have passed each part of this ordinance irrespective of the validity of any other part.

SECTION XVI. THE EXISTING TAX. Nothing in the ordinance is intended to modify, repeal, alter or increase the Existing Tax. The provisions of this ordinance shall apply solely to the retail transactions and use tax adopted herein, and not to the collection or administration of the Existing Tax.

APPROVED AND ADOPTED by the Riverside County Transportation Commission at its meeting on Wednesday, May 8, 2002.

By:

John F. Tavaglione, Chairman
Riverside County Transportation Commission

ATTESTED:

By:

Naty Kopenhaver, Clerk of the Board
Riverside County Transportation Commission

Riverside County Transportation Improvement Plan

GOALS AND OBJECTIVES

MAINTAIN AND IMPROVE THE QUALITY OF LIFE IN RIVERSIDE COUNTY BY SUPPLEMENTING EXISTING FUNDS FOR TRANSPORTATION

Reduce current congestion and provide adequate transportation facilities to accommodate reasonable growth in the future.

Provide funding for the adequate maintenance and improvement of local streets and roads in the cities and unincorporated areas.

Enhance Riverside County's ability to secure state and federal funding for transportation by offering local matching funds.

PROVIDE FOR ACCOUNTABILITY IN THE EXPENDITURE OF TAX PAYER FUNDS

Provides for mandatory dedication of sales tax funds only for the transportation improvements and programs identified in the Expenditure Plan and no other purpose.

Provides for a mandatory, annual financial audit of program expenditures to insure that all funds are spent in accordance with this voter adopted Plan and associated legal ordinance.

Provides for a Maintenance of Effort requirement in funds made available to city and county governments for local street and road programs to insure the new money for this purpose is adding to current funding levels.

Provides for the strict limitation of administrative staff costs in implementing this Plan, by limiting, in law, funds expended for salaries and benefits to no more than one (1) percent of the annual net amount of revenues raised by Measure "A".

Provides for the Plan to be updated every 10 years for the period it is in effect to insure that the changing needs and priorities of the county are met.

Provides for the mandatory termination of the tax in 2039, requiring additional voter approval for extension at a County General Election according to state law.

PROVIDE FOR EQUITY IN THE DISTRIBUTION OF MEASURE "A" REVENUES

Return funds to the Western County, Coachella Valley and Palo Verde Valley proportionate to the funds generated in those areas.

Adopt a Transportation Improvement Plan, which address the unique needs of each of the areas of the county.

Provide a reasonable balance between competing highway, commuter rail, transit, and local streets and roads needs.

PROVIDE FOR LOCAL CONTROL OF THE TRANSPORTATION IMPROVEMENT PROGRAM

Provide for cost effective, local administration of the program through the existing Riverside County Transportation Commission. No new agency would be required to administer these funds.

Delegates appropriate administrative responsibility to the cities and the county and other local agencies for local programs.

This TRANSPORTATION IMPROVEMENT PLAN, which shall act as the County's Expenditure Plan, was prepared by the Riverside County Transportation Commission for the purpose of extending the current ½ cent local transaction and use tax for transportation to be collected for an additional 30 years, if approved by the voters on November 5, 2002 – Measure "A". This is proposed by the Commission as a means to fill the funding shortfall to: implement necessary highway, commuter rail, and transit projects; secure new transportation corridors through environmental clearance and right of way purchases; provide adequate maintenance and improvements on the local street and road system; promote economic growth throughout the county; and provide specialized programs to meet the needs of commuters and the specialized needs of the growing senior and disabled population.

TAXPAYER ACCOUNTABILITY SAFEGUARDS

LEGAL DEDICATION OF FUNDS

Measure "A" funds may only be used for transportation purposes and described in the local ordinance governing this program, including the construction, environmental mitigation of transportation projects, capital activities, acquisition, maintenance, and operation of streets, roads, highways, including state highways and public transit systems and for related purposes. These purposes include but are not limited to expenditures for the planning, environmental reviews, engineering and design costs, related right-of-way acquisition, and construction, engineering and administration.

MANDATORY ANNUAL FISCAL AUDIT

No less than annually, the RCTC shall conduct an independent fiscal audit of the expenditure of all sales tax funds raised by this measure. The audit, which shall be made available to the public, shall report on evidence that the expenditure of funds is in accordance with the Riverside County Transportation Improvement Plan as adopted by the voters in approving the sales tax measure on November 5, 2002. In addition, the audit shall determine that Maintenance of Effort requirements, other requirements regarding local government participation in Transportation Uniform Mitigation Fee Programs, as well as requirements described in Section 5 of the Plan entitled "Local Streets and Roads" have been complied with. The audit shall also insure that no more than 1 (one) percent of total sales tax expenditures are used for administrative staff salaries and benefits in implementing this Plan.

MANDATORY PLAN UPDATE AND TERMINATION OF SALES TAX

This Plan shall be updated by RCTC every 10 years that the sales tax is in effect to reflect current and changing priorities and needs in the County, as defined by the duly elected local government representatives on the RCTC Board. Any changes to this Plan must be adopted in accordance with current law in effect at the time of the update and must be based on findings of necessity for change by the Commission. The sales tax authorized to be collected by the voters shall be terminated on March 31, 2039, unless reauthorized by the voters to extend the sales tax prior to the termination date as required under state law in effect at the time of the vote for extension.

SPECIFIC TRANSPORTATION PROJECTS TO BE FUNDED

WESTERN RIVERSIDE COUNTY

The Expenditure Plan Map illustrates the Western and Coachella Valley areas. The Western County area includes the cities of Banning, Beaumont, Calimesa, Canyon Lake, Corona, Hemet, Lake Elsinore, Moreno Valley, Riverside, Murrieta, Norco, Perris, San Jacinto, and Temecula. It also includes the unincorporated communities of Jurupa, Mira Loma, Menifee, Wildomar, and Sun City and other more sparsely populated areas, and the reservations of the Pechanga Band of Mission Indians, the Soboba Band of Mission Indians, the Cahuilla Band of Mission Indians, the Ramona Band of Cahuilla Indians, and the Morongo Band of Indians.

1. STATE HIGHWAYS

Many more state highway improvement projects are needed to deal with congestion and safety problems than existing state and federal revenues can fund. Projected formula funds from these sources over the 30 years is estimated to be \$640 million and will fund less than ½ of the improvements needed and identified in the Expenditure Plan, which are estimated to cost \$1.66 billion in current dollars. Measure "A" funds will supplement those funding sources by an estimated \$1.02 billion and will cover the remaining costs estimated to accomplish these improvements.

The Highway projects to be implemented with funding returned to the Western County Area by extending the Measure "A" Program are as follows:

ROUTE	LIMITS	PROJECT	EST. COST
91, 60, I-15, & I-215		Reducing congestion on these routes will require that new transportation corridors are constructed	See Section 2
Rte 91	Pierce Street to Orange County Line	Add 1 lane each direction	\$ 161
91/I-15	Interchange	Add new Connector from I-15 North to 91 West	\$ 243
91/71	Interchange	Improve Interchange	\$ 26
Rte 71	Rte 91 to San Bernardino County Line	Widen to 3 lanes each direction	\$ 68
I-215	60/91/215 to San Bernardino County Line	Add 2 lanes each direction	\$ 231
I-215	Eucalyptus Ave to I-15	Add 1 lane each direction	\$ 210
I-15	Rte 60 to San Diego County Line	Add 1 lane each direction	\$ 359
I-10	San Bernardino County Line to Banning	Add eastbound truck climbing lane	\$ 75
I-10/60	Interchange	Construct new interchange	\$ 129
Rte 60	Badlands area, east of Moreno Valley	Add truck climbing lane	\$ 26
Rte 79	Ramona Expressway to Domenigoni Parkway	Realign highway	\$ 132
SUBTOTAL	Measure "A" Funding		\$1.02 Billion
	State & Federal Formula Funds		\$0.64 Billion
TOTAL			\$1.66 Billion

The Commission may add additional State Highway projects, should additional Measure "A" revenue become available.

An estimated 5% of the total cost for these highway projects (\$83 million) will be used for environmental purposes to mitigate the cumulative and indirect impacts associated with construction of these projects.

2. DEVELOPMENT OF NEW TRANSPORTATION CORRIDORS

State Routes 91 and 60 and Interstate Routes 15 and 215 cannot cost effectively be widened enough to provide for the traffic expected as Riverside County continues to grow. In addition to the specific highway improvements listed in Section 1 above, congestion relief for these highways will require that new north-south and east-west transportation corridors will have to be developed to provide mobility within Riverside County and between Riverside County and its neighboring Orange and San Bernardino Counties.

Four new Transportation Corridors have been identified as necessary through the Community Environmental Transportation Approval Process (CETAP) currently underway. An estimated \$370 million in Measure "A" matching funds to leverage local, state and federal funding will be made available for environmental clearance, right of way, and construction of these new corridors. An estimated \$70 million of these funds will be used to mitigate the cumulative and indirect impacts associated with construction of these projects.

3. PUBLIC TRANSIT

The Transportation Improvement Plan will provide an estimated \$390 million to expand commuter rail, implement intercity bus services and to continue and expand programs to assist the elderly, disabled and commuters.

A. Discount Fares and Transit Services for Seniors and Disabled Persons

Seniors and disabled persons are becoming an increasing percentage of the population each year. They are currently charged a fare on fixed route transit services that is one-half the normal fare for service within the Western County area. In addition a number of specialized transportation programs have been implemented which meet specialized needs for transportation to medical services, social service agencies and programs, shopping and other purposes that cannot be met by conventional transit. A minimum of \$85 million in Measure "A" funds will be used to guarantee these services.

B. Commuter Rail and Intercity Bus Service

Metrolink has provided a viable alternative to the automobile for thousands of daily commuters to Orange and Los Angeles counties and reduces the demand on our freeways. The current service level needs to double in the future and expansion of the system to Moreno Valley and Perris is needed to relieve congestion on I-215. In addition, an intercity express bus service that feeds the Metrolink service and provides a reasonable alternative to the automobile for daily commuters who travel within the region is needed. Measure "A" funds will be made available for operations of these services and to match federal funds for capital.

C. Commuter Services, Ridesharing, Vanpools, Buspools, Park-N-Ride

Commuter traffic created by Riverside County residents traveling to jobs in neighboring Orange, Los Angeles, and San Bernardino counties adds significantly to the peak hour congestion on the freeway and highway system. A number of programs have been implemented to assist commuters to share rides, reduce congestion, and take advantage of travel in the "carpool" lanes. These programs include; rideshare matching services; incentive programs; vanpool "seed money"; buspool subsidies; and park-n-ride lot leasing. These programs will become even more necessary in the future as traffic increases. A minimum of \$50 million in Measure "A" funds will be used for this purpose.

4. REGIONAL ARTERIAL SYSTEM

The freeway and state highway system can no longer be expected to handle the traffic demands for travel between and through the cities of the Western County area, with the development projected for the future. A system of regional arterials (major local roadways) with limited access, freeway interchanges, grade separations, and coordinated traffic signals are needed to supplement the highway backbone system. The Western Riverside Council of Governments (WRCOG), in conjunction with the cities and the County, has developed this system of roadways to meet this need. This roadway system will be periodically updated by the Commission, or the Western Riverside Council of Governments, to reflect actual development trends.

Funding to widen existing roads and construct new roads on this system will be funded by an estimated \$300 million in revenues generated by Measure "A" and by matching revenues to be generated by the cities and County implementing a Transportation Uniform Mitigation Fee (TUMF) administered by the Commission or the Western Riverside Council of Governments (WRCOG).

Examples of the roadways on the regional arterial system that may be eligible to receive Measure "A" and TUMF funding for widening and other improvements to increase capacity and traffic flow are:

- Van Buren Boulevard from I-215 to State Route 60
- Alessandro Boulevard from I-215 westerly to Central Avenue
- Central Avenue from Alessandro Blvd to Van Buren Boulevard
- Arlington Avenue from Central Avenue to Van Buren Boulevard
- Green River Road from Dominguez Ranch Rd to State Route 91
- Foothill Parkway from Lincoln Ave to Green River Road
- Scott Road from State Route 79 to I-215
- Clinton Keith Road from State Route 79 to I-215
- Date Street from State Route 79 to I-15
- State Route 79/I-10 Interchange Improvements and possible bypass to I-10
- Ramsey Street from Banning City Limits to Field Road
- Ramona Expressway from San Jacinto to I-215
- Cajalco Road from I-215 to I-15
- Perris Boulevard from State Route 74 to San Bernardino Co. Line
- Pyrite Street from San Bernardino County Line to State Route 60
- Schleisman Road from San Bernardino County Line to I-15 and Arlington Avenue
- Domenigoni Parkway from State Street to I-215
- Railroad Canyon/Newport Road from I-215 to I-15

The final scope and project limits of all improvements proposed for the regional arterial system will be determined through noticed public hearings, environmental clearance process, and agreement with affected agencies.

5. LOCAL STREETS AND ROADS

The local street and road system is critical to the every day movement of people within the cities and the county. This system is reaching "middle age", with potholes and is in need of continued maintenance and rehabilitation. New local roads adjacent to new residential and business developments will continue to be constructed and paid for by the developers.

Current resources, without the extension of the existing sales tax revenues for transportation, cannot provide adequate funding to maintain the local street and road system at the level necessary to adequately serve the public.

The Transportation Improvement Plan will provide an estimated \$970 million specifically for this purpose. The funds made available in the Western County area will be distributed to the cities and the county by a formula based 75% on proportionate population and 25% on revenues generated by Measure "A". In order to be eligible for these funds, each agency will be required to: 1) File a Five-Year Capital Improvement Program, updated annually, with the Commission; 2) Participate in a Transportation Uniform Mitigation Fee (TUMF) Program to be developed and administered by the Commission or the Western Riverside Council of Governments (WRCOG); and, 3) Participate in the Multi-Species Habitat Conservation Plan (MSHCP) currently under development by the County of Riverside by endorsing the Permit Application and signing the Implementation Agreement.

The TUMF Program shall be adopted according to all applicable laws and shall provide that the first \$400 million of TUMF revenues will be made available to the Commission to fund equally the: 1) Regional Arterial System, as described above; and, 2) Development of New Corridors ("CETAP") described above.

6. ECONOMIC DEVELOPMENT INCENTIVES PROGRAM

The need to attract new commercial and industrial development and jobs to Riverside County to reduce the need for long commutes to Orange and Los Angeles counties is important to the economic vitality and quality of life of Western Riverside County. A greater jobs – housing balance is needed immediately.

The Transportation Improvement Plan will provide an estimated \$40 million for this purpose. These funds will be used to create an Infrastructure Improvement Bank to improve existing interchanges, construct new interchanges, provide public transit linkages or stations, and make other improvements to the transportation system. Given the limited amount of funds available, the RCTC shall develop a program of competitive incentives to attract commercial and industrial development and jobs to locate within the Western Riverside County area.

In particular, the highest priority for these funds shall be for use in attracting key industrial development. For example, Western Riverside County through the provision of a needed interchange or transit service as a part of an overall package of incentives, could attract industrial development, which may have otherwise located elsewhere in California, in the United States or internationally.

7. BOND FINANCING

Construction of the highway and rail projects and implementation of the local streets and roads and other programs identified in the Transportation Improvement Plan are needed as soon as possible. In order to accomplish this, some level of borrowing will be required. The Commission will determine the extent of borrowing that is reasonable as the program is implemented. Up to \$270 million, 8% of the revenues expected to be generated, will be made available for this purpose.

COACHELLA VALLEY AREA

The Coachella Valley area is located in the central part of Riverside County and includes the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage. It also includes the unincorporated areas, and the reservations of the Agua Caliente Band of Cahuilla Indians, the Cabazon Band of Mission Indians, and the Torres Martinez Desert Cahuilla Indians. The Transportation Improvement Plan is designed to give flexibility to adjust to changing circumstances and to:

- Improve Traffic Flow and Reduce Congestion on Highway 111
- Add/Improve Interchanges on Highway 86 and I-10
- Provide funding for Local Streets and Roads Improvements
- Improve Safety and Visibility at Major Intersections and Arterial Roads
- Reduce Congestion by Improving Major Roadways Identified as Important by Local Governments in the Coachella Valley
- Provide Express East-West Transit Routes in the Coachella Valley
- Improve and Expand Public and Specialty Transit Service

1. STATE HIGHWAYS AND MAJOR REGIONAL ROAD PROJECT

Fifty percent (50%) of the Measure “A” revenues will be used for State highways and regional road improvements. The Transportation Project Prioritization Study (TPPS), developed through the Coachella Valley Association of Governments (CVAG), will function as the Plan for future needs. Preventive maintenance of these Measure “A” funded arterials will be allowed, if a majority of the Coachella Valley local governments give approval.

The system improvements will be accomplished with a mix of Measure “A” funds, state and federal highway funds, and the existing Transportation Uniform Mitigation Fee (TUMF) on new development.

This segment of the Measure “A” Expenditure Plan will be implemented through the Coachella Valley Association of Governments.

2. LOCAL STREETS AND ROADS

Thirty-five percent (35%) of the Measure “A” revenues will be returned to the cities and the county in the Coachella Valley and shall be used to assist with the funding local street and road improvements. These funds will supplement existing federal, state, and local funds. Local street improvements adjacent to new residential and business developments will continue to be paid for by the developers.

Cities and the county in the Coachella Valley must participate in the Transportation Uniform Mitigation Fee (TUMF) program to assist in the financing of the priority regional arterial system in order to receive these funds. If a city or the county chooses not to levy the TUMF, the funds they would otherwise receive for local streets and roads will be added to the Measure “A” funds for the Regional Arterial Program.

Allocations of funds to the cities and the county will be based on a formula weighted 50% on proportionate dwelling units and 50% on Measure “A” revenues generated within each jurisdiction. A Five-Year Capital Improvement Program for the use of these funds will be prepared and annually updated with public participation by each city and the county.

3. PUBLIC TRANSIT

Fifteen percent (15%) of the Measure “A” revenues will be used to improve and expand public transit and specialized transportation services.

A. Discount Fares and Expanded Transportation Services for Seniors and Persons with Disabilities

For Seniors (age 60 and older) and persons with disabilities, access to healthcare, social services, shopping, and recreation is a key to quality of life. Sunline Transit Agency offers a full array of public transit and specialized transportation services at reduced prices to individuals in these special groups. Measure “A” funds will guarantee discounts continue for the next 30 years. Funds will also be used to expand services to meet future needs of the growing population of the valley.

B. Specialized Transportation Services

In addition to providing SunBus public transit service, SunDial paratransit service, and SunLink express commuter service to Riverside, the Sunline Transit Agency offers specialized transportation services to Coachella Valley residents and visitors. These services include the Vets Express that provides free transportation to the Veterans Hospital in Loma Linda; SunTrip, that enables those beyond Sunline’s fixed route service area to receive reimbursement they can pay to volunteer drivers; and SunRide that coordinates the transportation services offered by many non-profit social service organizations. All of Sunline’s vehicles operate on clean, alternative fuels thereby preserving the environment and creating a healthier community while increasing access. Measure “A” funds will assist these and other types of specialized transportation services which may be implemented.

C. Bus Replacement and More Frequent Service

Public bus transportation offers communities many benefits – reduced traffic congestion, reduced wear and tear on roads, reduced parking demand, and lower emissions. By providing access to schools, jobs and shopping, it is also a vital force in economic development. This is especially true in the Coachella Valley where nearly 75% of the 4 million annual SunBus riders take a bus to work and/or school. Public

transit buses have a 12-year life. Passage of Measure “A” will enable Sunline’s fleet to be replaced as needed. Funds will also be used to increase frequency of service, which is the single most important factor in use of public transportation.

PALO VERDE VALLEY AREA

The Palo Verde Valley area is located in the far eastern part of Riverside County. It is geographically separated from the Western and Coachella Valley areas. The population within the area is relatively small, and significant growth over the next 30 years is not anticipated.

The Palo Verde Valley is served by Interstate 10 which provides adequate connections to the more westerly portions of Riverside County and easterly to Arizona. Increasing transit needs can be adequately met using existing revenue sources available for that purpose. The greatest need for the Palo Verde Valley is additional funding to adequately maintain and rehabilitate local streets and roads.

All of the funding generated by Measure “A” returned to the Palo Verde Valley is to be used for local streets and roads. Funds shall be distributed to the City of Blythe and the County of Riverside by formula. The formula distribution is based 75% on proportionate population and 25% on sales tax revenues generated in each area.

MEASURE “A” REVENUE ALLOCATIONS
(\$ millions)

Western County Area	
Highway Improvements	\$1,020
New Corridors	\$ 370
Commuter Rail / Intercity Bus/ Specialized Transit/ Commuter Services	\$ 390
Regional Arterial Projects	\$ 300
Local Streets and Road Improvements	\$ 970
Bond Finance	\$ 270
Economic Development Projects	\$ 40
TOTAL	\$3,360
Coachella Valley	
Highways and Regional Arterials	\$ 628
Local Streets and Roads	\$ 439
Specialized and Public Transit	\$ 188
TOTAL	\$1,255
Palo Verde Valley Area	
Local Street and Road Improvements	\$ 47
TOTAL	\$ 47

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[2002 MEASURE "A" MAP](#)

GENERAL PROVISIONS OF THE TRANSPORTATION IMPROVEMENT PLAN

1. BASIS FOR REVENUE ESTIMATES

Federal and state participation for highways, commuter rail, new corridors, and major non-highway roadway improvements is assumed to be \$40 million per year allocated biannually by the California Transportation Commission through the State Transportation Improvement Program (STIP) process. The Riverside County Transportation Commission currently programs 24.2% of these funds on a discretionary basis for projects. This practice will be continued in order to fund major improvements that will arise and have not been anticipated by this Transportation Improvement Plan.

Measure "A" revenue estimates have not been adjusted to reflect inflation. It is assumed that inflation revenue increases will be offset by inflation costs to deliver the projects. "Real Growth" is assumed to parallel countywide population growth. Based upon these factors Measure "A" revenues over the 30-year period are assumed to be about \$4.665 billion.

2. BASIS FOR COST ESTIMATES

All cost estimates for highway projects were developed by Caltrans based on a specific scope of improvements and are based on 2001 values. Future costs may increase due to inflation or other factors beyond the control of the Commission. The 2001 costs estimates are to be used to determine the proportionate distribution of funds to the categories of projects and programs identified in the transportation program.

3. STATE HIGHWAY AND MAJOR ARTERIAL PROGRAMS

A. Eligible state highway project costs include preliminary engineering, environmental clearances, design engineering, project management, right of way acquisition and long-term leases and construction. Measure "A" funds are intended to supplement and not replace existing federal and state sources. If it is determined by the Commission that Riverside County is not receiving its fair share of existing funds, sales tax funds may be directed to other types of transportation needs.

- B. The actual scope of the highway, and major arterial projects to be implemented is to be determined through a prioritization process, required environmental analysis, and full consideration of reasonable alternatives. Public participation during the environmental analysis process is required.
- C. The Commission shall establish a "State Highway Account" for funding capital expenditures for state highway improvements.

4. PUBLIC TRANSIT

- A. Eligible programs include: special discount fares for the elderly and persons with disabilities; funding for computer assisted rideshare programs; commuter incentive programs; "seed" programs to encourage the creation of vanpools and buspools; bus capital replacement and additional bus service in the Coachella Valley; and capital and operating assistance for commuter rail expansion and intercity bus service implementation in the Western County area.
- B. Western County area commuter rail services are anticipated to continue to be operated by Metrolink on existing rail lines to Los Angeles, Orange and San Bernardino counties. Increasing the level of services will require negotiation of the appropriate agreements with the railroads and appropriate cost sharing between the counties served. Extension of service to the Moreno Valley area and the City of Perris is anticipated to be along the San Jacinto Branch Line owned by the Commission. Measure "A" funds will be used for operating costs and to match federal and state funds for capital improvements.
- C. Western County area intercity bus express services to be implemented are intended to specifically target commuters and provide a viable connection to the Metrolink service and transportation between and to key employment centers within the region.
- D. The Commission shall establish a "Public Transit Account" for funding these programs. The Commission shall determine which public transportation or specialized transportation services operators, and carpool/vanpool facilitating agencies, shall receive funding assistance. The Commission may directly provide or operate these services and programs if it is determined that they are the most appropriate agency to do so in the Western County area. In the Coachella Valley area, the services will be provided by the SunLine Transit Agency. Based on 30 year funding estimates, the amount of funds should be \$340 million for the Western County and \$188 million for the Coachella Valley area.

5. LOCAL STREETS AND ROADS PROJECTS

- A.** Eligible local street and road project costs include any environmental review and mitigation, engineering, right of way acquisition and, capital or maintenance cost. Decisions on projects are to be made by local jurisdictions, but subject to capital Improvement requirements.
- B.** Annual population estimates used for the distribution formula for the Western County and Palo Verde Valley areas shall be from the State Department of Finance. Dwelling unit estimates used for the distribution formula in the Coachella Valley shall be from the Riverside County Planning Department. Actual State Board of Equalization retail sales transactions shall be used for the formula in all three areas. The County Planning Department shall estimate the share for each of the unincorporated areas for the three areas, from the total retail sales transactions for the total unincorporated area.
- C.** The Commission shall assure the cities and the County are in compliance with maintenance of effort requirements before allocating funds for local streets and roads. Further, the Commission shall not allocate funds to an individual city or the County for local streets and roads within the Western County and Coachella Valley areas unless the local agency is certified by the Coachella Valley Association of Governments or in the Western County Area by the Commission or the Western Riverside County Association of Governments as applicable, to be a participant in the Transportation Uniform Mitigation Fee (TUMF) program necessary for the implementation of the Regional Arterial Program in their area. The cities and the county in the Western County Area must participate in the Multi Species Habitat Conservation Plan (MSHCP) by endorsing the Permit Allocation and executing the Implementation Agreement with the resources agencies in order to be eligible to receive local streets and roads funds.
- D.** Funding which is not allocated to a city or the county because it is not a participant in the TUMF program in the Coachella Valley area and the TUMF and the MSHCP in the Western County area shall be allocated to the Regional Arterial Program in the geographic area in which the city or portion of the county is located.

6. FUNDING FLEXIBILITY AND BONDING TO EXPEDITE PROJECTS

The Commission may make maximum use of available funds by temporarily shifting allocations between geographic areas and transportation purposes. However, the proportionate shares for areas and purposes over the 30-year period may not be changed without an amendment of the Transportation Improvement Plan as required by law. Shifts may not be made without previous consultation with the affected agencies and two-thirds majority approval of the Board of Commissioners.

The Commission may also use bonds to speed implementation of some projects. Bonding will not be used without first determining that the benefits of an accelerated program outweigh the additional cost of interest on borrowing funds.

7. INFORMING THE PUBLIC OF LOCAL FUNDING SUPPORT

All state highway, commuter rail, and regional arterial projects using \$1 million or more of sales tax revenues shall be signed to inform the public that local voter approved revenues are being used to support the project.

8. SEVERANCE PROVISIONS

If any provision of this Transportation Improvement Plan is for any reason held invalid and unenforceable by a court of competent jurisdiction, that holding shall not effect the validity or enforceability of the remaining provisions, and the Commission declares that it would have passed each part of the Plan irrespective of the validity of any other part.